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FERC GAS TARIFF  
SECOND REVISED VOLUME NO. 1  
(Supersedes Egan Hub Storage, LLC  
First Revised Volume No. 1)  
of  
EGAN HUB STORAGE, LLC

Filed with the  
FEDERAL ENERGY REGULATORY COMMISSION

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## PRELIMINARY STATEMENT

This Second Revised Volume No. 1 of Egan Hub Storage, LLC's FERC Gas Tariff contains the Rate Statements, Rate Schedules and General Terms and Conditions applicable to open-access storage, park, wheeling, loan, imbalance trading and balancing services performed by Egan Hub Storage, LLC through its facilities located in Acadia Parish, Louisiana, pursuant to Rate Schedules FSS, SSS, EPS, ELS, IPS, IWS, ILS, IBTS, IBS, and SS.

Egan Hub Storage, LLC ("Egan Hub") is a Delaware limited liability company principally engaged in the business of storing Gas for use in intrastate and interstate commerce subject to the jurisdiction of the Federal Energy Regulatory Commission. The facilities are connected to ANR Pipeline Company, Columbia Gulf Transmission Company, Florida Gas Transmission Company, Tennessee Gas Pipeline Company, Texas Eastern Transmission, LP, Texas Gas Transmission Corporation and Trunkline Gas Company, LLC.

Nothing in this tariff is intended to inhibit the development of, or discriminate against the use of, imbalance management or Title Transfer Tracking services provided by third parties or Egan Hub's Customers. Any party interested in providing imbalance management or Title Transfer Tracking services must coordinate with Egan Hub.



MAP OF SYSTEM



## **RATE STATEMENTS**

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EGAN HUB STORAGE, LLC

FSS RATE STATEMENT - FIRM STORAGE SERVICE\*

	RATE	UNITS
Storage Reservation Charge	Market Based/ Negotiable	\$/Dth/Month
Storage Injection Charge	Market Based/ Negotiable	\$/Dth
Storage Withdrawal Charge	Market Based/ Negotiable	\$/Dth
Excess Injection Charge	Market Based/ Negotiable	\$/Dth
Excess Withdrawal Charge	Market Based/ Negotiable	\$/Dth
Fuel Reimbursement	Market Based/ Negotiable	\$/Dth or in kind

All applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Firm Storage Service Agreement and all other applicable surcharges, including, but not limited to, the ACA charges, shall also be paid by Customer.

\* All quantities of Gas are measured in one million British Thermal Units (Dth).

EGAN HUB STORAGE, LLC

SSS RATE STATEMENT - SECONDARY FIRM STORAGE SERVICE\*

	RATE	UNITS
Storage Reservation Charge	Market Based/ Negotiable	\$/Dth/Month
Storage Injection Charge	Market Based/ Negotiable	\$/Dth
Storage Withdrawal Charge	Market Based/ Negotiable	\$/Dth
Excess Injection Charge	Market Based/ Negotiable	\$/Dth
Excess Withdrawal Charge	Market Based/ Negotiable	\$/Dth
Fuel Reimbursement	Market Based/ Negotiable	\$/Dth or in kind

All applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Secondary Firm Storage Service Agreement and all other applicable surcharges, including, but not limited to, the ACA charges, shall also be paid by Customer.

\* All quantities of Gas are measured in one million British Thermal Units (Dth).

EGAN HUB STORAGE, LLC

EPS RATE STATEMENT - ENHANCED PARK SERVICE\*

	RATE	UNITS
Enhanced Park Charge	Market Based/ Negotiable	\$/Dth/time period Negotiable
Enhanced Park Injection Charge	Market Based/ Negotiable	\$/Dth Negotiable
Enhanced Park Withdrawal Charge	Market Based/ Negotiable	\$/Dth Negotiable
Fuel Reimbursement	Market Based/ Negotiable	\$/Dth or in kind

All applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or Exhibit B of Customer's Hub Services Agreement and all other applicable surcharges, including, but not limited to, the ACA charges, shall also be paid by Customer.

\* All quantities of Gas are measured in one million British Thermal Units (Dth).

EGAN HUB STORAGE, LLC

ELS RATE STATEMENT - ENHANCED LOAN SERVICE\*

	RATE	UNITS
Enhanced Loan Charge	Market Based/ Negotiable	\$/Dth/time period Negotiable
Enhanced Loan Injection Charge	Market Based/ Negotiable	\$/Dth Negotiable
Enhanced Loan Withdrawal Charge	Market Based/ Negotiable	\$/Dth Negotiable
Fuel Reimbursement	Market Based/ Negotiable	\$/Dth or in kind

All applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or Exhibit B of Customer's Hub Services Agreement and all other applicable surcharges, including, but not limited to, the ACA charges, shall also be paid by Customer.

\* All quantities of Gas are measured in one million British Thermal Units (Dth).

EGAN HUB STORAGE, LLC

IPS RATE STATEMENT - INTERRUPTIBLE PARK SERVICE\*

	RATE	UNITS
Interruptible Park Charge	Market Based/ Negotiable	\$/Dth/time period Negotiable
Interruptible Park Injection Charge	Market Based/ Negotiable	\$/Dth Negotiable
Interruptible Park Withdrawal Charge	Market Based/ Negotiable	\$/Dth Negotiable
Fuel Reimbursement	Market Based/ Negotiable	\$/Dth or in kind

All applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or Exhibit B of Customer's Hub Services Agreement and all other applicable surcharges, including, but not limited to, the ACA charges, shall also be paid by Customer.

\* All quantities of Gas are measured in one million British Thermal Units (Dth).

EGAN HUB STORAGE, LLC

IWS RATE STATEMENT - INTERRUPTIBLE WHEELING SERVICE\*

	RATE	UNITS
Interruptible Wheeling Charge	Market Based/ Negotiable	\$/Dth/Day Negotiable
Fuel Reimbursement	Market Based/ Negotiable	\$/Dth or in kind

All applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or Exhibit B of Customer's Hub Services Agreement and all other applicable surcharges, including, but not limited to, the ACA charges, shall also be paid by Customer.

\* All quantities of Gas are measured in one million British Thermal Units (Dth).



EGAN HUB STORAGE, LLC

ILS RATE STATEMENT - INTERRUPTIBLE LOAN SERVICE\*

	RATE	UNITS
Interruptible Loan Charge	Market Based/ Negotiable	\$/Dth/time period Negotiable
Interruptible Loan Injection Charge	Market Based/ Negotiable	\$/Dth Negotiable
Interruptible Loan Withdrawal Charge	Market Based/ Negotiable	\$/Dth Negotiable
Fuel Reimbursement	Market Based/ Negotiable	\$/Dth or in kind

All applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or Exhibit B of Customer's Hub Services Agreement and all other applicable surcharges, including, but not limited to, the ACA charges, shall also be paid by Customer.

\* All quantities of Gas are measured in one million British Thermal Units (Dth).

EGAN HUB STORAGE, LLC

IBTS RATE STATEMENT - INTERRUPTIBLE IMBALANCE TRADING SERVICE\*

	RATE	UNITS
Interruptible Imbalance Trading Charge	Market Based/ Negotiable	\$/Dth/time period Negotiable

All applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or Exhibit B of Customer's Hub Services Agreement and all other applicable surcharges, including, but not limited to, the ACA charges, shall also be paid by Customer.

\* All quantities of Gas are measured in one million British Thermal Units (Dth).

EGAN HUB STORAGE, LLC

IBS RATE STATEMENT - INTERRUPTIBLE BALANCING SERVICE\*

	RATE	UNITS
Interruptible Balancing Charge	Market Based/ Negotiable	\$/Dth/time period Negotiable
Interruptible Balancing Injection Charge	Market Based/ Negotiable	\$/Dth Negotiable
Interruptible Balancing Withdrawal Charge	Market Based/ Negotiable	\$/Dth Negotiable
Fuel Reimbursement	Market Based/ Negotiable	\$/Dth or in kind

All applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or Exhibit B of Customer's Hub Services Agreement and all other applicable surcharges, including, but not limited to, the ACA charges, shall also be paid by Customer.

\* All quantities of Gas are measured in one million British Thermal Units (Dth).

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## FSS RATE SCHEDULE FIRM STORAGE SERVICE

### 1. AVAILABILITY

This rate schedule is available to any Customer for the purchase of firm storage service from Egan Hub, provided that:

- (a) Egan Hub has determined that it has sufficient available and uncommitted firm storage capacity and injection and withdrawal capacity, or that it is willing to contract capacity, to perform service requested by Customer;
- (b) Egan Hub has determined that the service requested by Customer will not interfere with the efficient operation of its system and will not cause a reduction in Egan Hub's ability to provide other firm services;
- (c) Customer accepts responsibility for arranging any transportation service required for utilization of the service provided under this rate schedule, and such arrangements must be compatible with Egan Hub's system operations; and
- (d) Customer and Egan Hub have executed a Firm Storage Service Agreement under this rate schedule.
- (e) In no event shall Egan Hub be required to construct, modify, expand or acquire any facilities to enable Egan Hub to perform the requested services.

### 2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule shall apply to all firm storage service rendered by Egan Hub to Customer at Egan Hub's facilities located in Acadia Parish, Louisiana pursuant to an executed Firm Storage Service Agreement.

2.1 Firm storage service rendered by Egan Hub to Customer under this rate schedule shall consist of:

- (a) The daily receipt and injection of Customer's Gas per Customer's nomination up to the Maximum Daily Injection Quantity ("MDIQ") stated in Customer's Firm Storage Service Agreement, plus Fuel Reimbursement to the Point(s) of Receipt located on Egan Hub's system, provided Customer's Storage Inventory has not exceeded the Maximum Storage Quantity stated in Customer's Firm Storage Service Agreement;

- (b) The storage of Gas in amounts up to the Maximum Storage Quantity stated in Customer's Firm Storage Service Agreement; and
  - (c) The daily withdrawal and delivery of Customer's Gas per Customer's nomination up to the Maximum Daily Withdrawal Quantity ("MDWQ") stated in Customer's Firm Storage Service Agreement, less applicable Fuel Reimbursement to the Point(s) of Delivery located on Egan Hub's system, provided that Customer has sufficient Gas Stored in Customer's firm Storage Inventory.
- 2.2 Provided the receipt of Gas from Customer and the injection of such Gas into storage can be accomplished by Egan Hub without detriment to Egan Hub's facilities and/or Egan Hub's ability to meet its firm obligations to other Customers, Egan Hub may, upon request of Customer and after confirmation by Customer's Transporter, schedule and inject on an Interruptible basis quantities of Gas in excess of Customer's MDIQ, provided that Customer's firm Storage Inventory has not exceeded the Maximum Storage Quantity stated in Customer's Firm Storage Service Agreement. Such excess quantities shall be deemed to be Excess Injection Gas.
- 2.3 Provided the withdrawal of Gas from storage and delivery of such Gas to Customer can be accomplished by Egan Hub without detriment to Egan Hub's facilities and/or Egan Hub's ability to meet its firm obligations to other Customers, Egan Hub may, upon request of Customer and after confirmation by Customer's Transporter, schedule and withdraw on an Interruptible basis quantities of Gas in excess of Customer's MDWQ, provided that Customer has sufficient Gas Stored in Customer's firm Storage Inventory. Such excess quantities shall be deemed to be Excess Withdrawal Gas.
- 2.4 [Reserved for Future Use]
- 2.5 In the event that Customer nominates simultaneous injections and withdrawals of Gas on the same Gas Day and to the extent such quantities overlap and either (i) the nominated injection quantity exceeds the difference between the Maximum Storage Quantity specified on Exhibit B of Customer's Firm Storage Service Agreement and Customer's Storage Inventory ("Customer's Remaining Space") or (ii) the nominated withdrawal quantity is greater than Customer's Storage Inventory, that portion of the nominated quantity that exceeds Customer's Remaining Space or Customer's Storage Inventory shall be deemed to be an Interruptible wheeling service for scheduling purposes and shall be scheduled according to the provisions of Section 8 of the General Terms and Conditions.

### 3. RATES AND CHARGES

The rates and charges paid by Customer for firm storage service under this rate schedule shall include the applicable storage rate components set forth in the FSS Rate Statement and as described below:

- (a) **Storage Reservation Charge.** A monthly charge equal to the Storage Reservation Charge specified in Customer's Firm Storage Service Agreement multiplied by the Maximum Storage Quantity specified in Customer's Firm Storage Service Agreement.
- (b) **Storage Injection Charge.** A usage charge equal to the Storage Injection Charge specified in Customer's Firm Storage Service Agreement multiplied by the quantity injected for Customer's account into Egan Hub's facilities pursuant to Section 2.1(a) of this rate schedule during a given Month.
- (c) **Storage Withdrawal Charge.** A usage charge equal to the Storage Withdrawal Charge specified in Customer's Firm Storage Service Agreement multiplied by the quantity withdrawn for Customer's account from Egan Hub's facilities pursuant to Section 2.1(c) of this rate schedule during a given Month.
- (d) **Excess Injection Charge.** A usage charge equal to the Excess Injection Charge specified in Customer's Firm Storage Service Agreement multiplied by the quantity injected as Excess Injection Gas for Customer's account into Egan Hub's facilities pursuant to Section 2.2 of this rate schedule during a given Month.
- (e) **Excess Withdrawal Charge.** A usage charge equal to the Excess Withdrawal Charge specified in Customer's Firm Storage Service Agreement multiplied by the quantity withdrawn as Excess Withdrawal Gas for Customer's account from Egan Hub's facilities pursuant to Section 2.3 of this rate schedule during a given Month.
- (f) **Fuel Reimbursement.** The amount of Gas for fuel and losses to be reimbursed by Customer in kind or in dollars per Dth, on a daily or a monthly basis, as applicable, as determined pursuant to Section 19 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Customer's Firm Storage Service Agreement.
- (g) **Regulatory Fees and Charges.** Customer shall reimburse Egan Hub for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this rate schedule, as set forth in Customer's Firm Storage Service Agreement.

- (h) Taxes. Customer shall reimburse Egan Hub for all applicable taxes as may be assessed upon Egan Hub, as set forth in Customer's Firm Storage Service Agreement.

#### 4. INVOICE

The invoice for firm storage service shall reflect the applicable charges set forth under Section 3 of this rate schedule, at rates set forth in Customer's Firm Storage Service Agreement.

#### 5. TERM

The term for service under this rate schedule shall be as set forth in Customer's Firm Storage Service Agreement.

#### 6. AUTHORIZATION, RATES, TERMS AND CHANGES

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

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

#### 7. CURTAILMENT

If, due to an emergency situation or when unexpected capacity loss occurs after scheduling, Egan Hub's capability to receive, store or deliver quantities is impaired so that Egan Hub is unable to receive, store or deliver on any Gas Day the quantities provided for in its Firm Storage Service Agreement with Customers without impairment of service to other firm Customers, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.



## 8. RIGHT OF FIRST REFUSAL

- 8.1 (a) Contractual Right of First Refusal at End of Contract Term. Egan Hub may discontinue service to Customer at the end of a primary term of a Firm Storage Service Agreement with a primary term begin date on or after August 25, 2006, unless (i) Egan Hub and Customer mutually agree to a contractual right of first refusal, which was negotiated on a not unduly discriminatory basis, and (ii) Customer exercises its contractual right of first refusal for the capacity covered by the Firm Storage Service Agreement by matching the terms offered to Egan Hub during an open season conducted pursuant to Section 3.8 of the General Terms and Conditions of this FERC Gas Tariff, for such capacity by any Qualified Prospective Successor Customer.
- (b) Regulatory Right of First Refusal. A regulatory right of first refusal shall be available on a one-time basis to Customers holding a Long Term FSS Agreement with a primary term begin date prior to August 25, 2006. Egan Hub may discontinue service to such Customer at the end of such primary term unless Customer exercises its right of first refusal for the capacity covered by such Long Term FSS Agreement by matching the terms offered to Egan Hub during an open season conducted pursuant to Section 3.8 of the General Terms and Conditions of this FERC Gas Tariff for such capacity by any Qualified Prospective Successor Customer.
- (c) A "Long Term FSS Agreement," as that term is used in this Section 8, is a Firm Storage Service Agreement having a primary term of one (1) year or more. A "Qualified Prospective Successor Customer," as that term is used in this Section 8, is a prospective successor customer that meets the creditworthiness criteria set forth in Section 3.4 of the General Terms and Conditions of this FERC Gas Tariff.
- 8.2 Exercise of Right of First Refusal.
- (a) Not less than three (3) Months prior to the termination or expiration of a Long Term FSS Agreement subject to a negotiated right of first refusal or, if applicable, the regulatory right of first refusal, an open season will be held for the purpose of awarding the capacity that is to become available upon termination or expiration of such Long Term FSS Agreement. This open season will be conducted pursuant to the terms and conditions set forth in Section 3.8 of the General Terms and Conditions of this FERC Gas Tariff.
- (b) Bids from Qualified Prospective Successor Customers who desire the capacity to be made available upon the expiration or termination of such Long Term FSS Agreement must be submitted to Egan Hub no later than

thirty (30) days after commencement of the open season. Upon expiration of the open season, Egan Hub will select the highest acceptable bid received from a Qualified Prospective Successor Customer and communicate the terms of the highest acceptable bid to the current capacity holder, who may elect, within ten (10) Business Days or such greater time as Egan Hub may specify, to execute a renewal Firm Storage Service Agreement for the same or better terms as contained in the highest acceptable bid received from a Qualified Prospective Successor Customer. The current capacity holder's right of first refusal under this Section 8.2 shall attach irrespective of which party provides written notice of termination in accordance with Article V of Customer's Firm Storage Service Agreement. In determining which bid for the capacity is the highest, Egan Hub will use the evaluation method specified in the notice of the open season posted on its Internet Web site.

- (c) If the current capacity holder does not elect to match the terms of such highest acceptable bid or the current capacity holder and Egan Hub do not agree on terms of service pursuant to Section 8.3 below, then its Firm Storage Service Agreement will expire at the conclusion of its term and Egan Hub will be deemed to have all necessary abandonment authorization under the NGA with respect to such service. Egan Hub may enter into a new Firm Storage Service Agreement with the Qualified Prospective Successor Customer who submitted the highest acceptable bid.
- (d) Egan Hub shall retain the right to require a minimum rate, which shall be market-based, for bids during any such open season.

8.3 If during the open season, Egan Hub receives no bids or rejects all bids, Egan Hub will post the capacity as unsubscribed capacity and Egan Hub and the current capacity holder may negotiate for continuation of service under mutually satisfactory rates, terms, and conditions. During such negotiations with the current capacity holder, Egan Hub may also enter into negotiations with other potential customers for service to commence upon the effective date of the termination of the current capacity holder's Firm Storage Service Agreement. In no event, however, may the current capacity holder retain capacity subject to the right of first refusal at a rate lower than the highest rate contained in a bid, if any, that was submitted for such capacity by a Qualified Prospective Successor Customer during the open season but rejected pursuant to Section 3.8(c)(ii) of the General Terms and Conditions of this FERC Gas Tariff.

## 9. EXPIRATION OF CONTRACT TERM

Prior to the end of the primary term or any renewed term of the Customer's Firm Storage Service Agreement, the Customer must either physically withdraw the Gas or indicate to

Egan Hub in writing that it desires to have Egan Hub cash out the Gas on mutually agreeable terms. If, by the end of the Day that is the last Day of the contract term, the Customer neither has withdrawn the Gas or indicated in writing to Egan Hub that it desires to exercise the cash out option, then Egan Hub may take, free and clear of any adverse claims, title to such Storage Inventory as Customer was required, but failed, to withdraw or cash out; provided, however, that only those quantities not withdrawn or cashed out on mutually agreeable terms shall become the property of Egan Hub, free and clear of any adverse claims.

If Customer was unable to withdraw its Storage Inventory due to an interruption of Customer's withdrawal service during the last ten (10) Days before termination, Customer shall be allowed one extra Day following the end of the term of Customer's Firm Storage Service Agreement for each Day of the interruption of Customer's withdrawal service, or such other time period as agreed upon by Egan Hub and Customer, to withdraw its Storage Inventory.

In the event that Egan Hub retains and takes title to any of Customer's Gas pursuant to this Section 9, Egan Hub shall dispose of such Gas by auction in accordance with the provisions of Section 33.1 of the General Terms and Conditions of this FERC Gas Tariff and shall remit to Customer the proceeds received from such auction less Storage Reservation Charges for the period from the first day following the termination date until the inventory is sold to the highest bidder and any applicable Fuel Reimbursement charges, Storage Withdrawal Charges and any administrative costs incurred by Egan Hub to conduct the auction. Such Storage Reservation Charges shall be calculated by multiplying the Storage Reservation Charge rate in effect on the termination date Firm Storage Service Agreement by the quantity of Storage Inventory sold at auction.

#### 10. GENERAL TERMS AND CONDITIONS

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

## SSS RATE SCHEDULE SECONDARY FIRM STORAGE SERVICE

### 1. AVAILABILITY

This rate schedule is available to any Customer for the purchase of secondary firm storage service from Egan Hub, provided that:

- (a) Egan Hub has determined that it has sufficient operationally available secondary firm storage capacity and injection and withdrawal capacity, or that it is willing to construct capacity, to perform service requested by Customer;
- (b) Egan Hub has determined that the service requested by Customer will not interfere with efficient operation of its system and will not cause a reduction in Egan Hub's ability to provide service to firm Customers;
- (c) Customer accepts responsibility for arranging any transportation service required for utilization of the service provided under this rate schedule, and such arrangements must be compatible with Egan Hub's system operations; and
- (d) Customer and Egan Hub have executed a Secondary Firm Storage service Agreement under this rate schedule.
- (e) In no event shall Egan Hub be required to construct, modify, expand or acquire any facilities to enable Egan Hub to perform the requested services.

### 2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule shall apply to all secondary firm storage service rendered by Egan Hub to Customer at Egan Hub's facilities located in Acadia Parish, Louisiana pursuant to an executed Secondary Firm Storage Service Agreement.

2.1 Secondary firm storage service rendered by Egan Hub to Customer under this rate schedule shall consist of:

- (a) The daily receipt and injection of Customer's Gas per Customer's nomination up to the Maximum Daily Injection Quantity ("MDIQ") stated in Customer's Secondary Firm Storage Service Agreement, plus Fuel Reimbursement, provided that all firm service nominations for injection have been satisfied, that Customer has storage capability available and Customer delivers the nominated quantity, plus Fuel Reimbursement to

- the Point(s) of Receipt located on Egan Hub's system, provided Customer's Storage Inventory has not exceeded the Maximum Storage Quantity stated in Customer's Secondary Firm Storage Service Agreement;
- (b) The storage of Gas in amounts up to the Maximum Storage Quantity stated in Customer's Secondary Firm Storage Service Agreement, provided that all firm service storage needs have been satisfied; and
  - (c) The daily withdrawal and delivery of Customer's Gas per Customer's nomination up to the Maximum Daily Withdrawal Quantity ("MDWQ") stated in Customer's Secondary Firm Storage Service Agreement, less applicable Fuel Reimbursement, to the Point(s) of Delivery located on Egan Hub's system, provided that all firm service nominations for withdrawal have been satisfied, and Customer has sufficient Gas Stored in Customer's secondary firm Storage Inventory.
- 2.2 Provided the receipt of Gas from Customer and the injection of such Gas into storage can be accomplished by Egan Hub without detriment to Egan Hub's facilities and/or Egan Hub's ability to meet its obligations to firm FSS Customers, Egan Hub may, upon request of Customer and after confirmation by Customer's Transporter, schedule and inject on an Interruptible basis quantities of Gas in excess of Customer's MDIQ, provided that Customer's secondary firm Storage Inventory has not exceeded the Maximum Storage Quantity stated in Customer's Secondary Firm Storage Service Agreement. Such excess quantities shall be deemed to be Excess Injection Gas.
- 2.3 Provided the withdrawal of Gas from storage and delivery of such Gas to Customer can be accomplished by Egan Hub without detriment to Egan Hub's facilities and/or Egan Hub's ability to meet its firm obligations to firm FSS Customers, Egan Hub may, upon request of Customer and after confirmation by Customer's Transporter, schedule and withdraw on an Interruptible basis quantities of Gas in excess of Customer's MDWQ, provided that Customer has sufficient Gas Stored in Customer's secondary firm Storage Inventory. Such excess quantities shall be deemed to be Excess Withdrawal Gas.
- 2.4 To the extent secondary firm storage capacity which is being utilized by a Customer pursuant to this rate schedule is needed by Egan Hub in order to satisfy Egan Hub's obligations to higher priority services, Egan Hub shall require Customer to withdraw all, or any portion of, Customer's Storage Inventory, as specified by Egan Hub. Egan Hub's notice to Customer may be given verbally, but shall be confirmed in writing via e-mail to Customer. Such notice will specify the quantity required to be withdrawn and the date by which the withdrawal must be completed. Unless Egan Hub otherwise agrees, Customer shall be required to make ratable withdrawals. If Customer fails to withdraw

such Storage Inventory, Egan Hub may take, free and clear of any adverse claims, title to such SSS Storage Inventory as Customer was instructed, but failed, to withdraw. In the event that Egan Hub retains and takes title to any of Customer's Gas pursuant to this Section 2.4, Egan Hub shall dispose of such Gas by auction in accordance with Section 33 of the General Terms and Conditions of this FERC Gas Tariff and shall remit to Customer the proceeds received from such auction less Storage Reservation Charges for the period from the first day following the date on which Customer was required to complete the withdrawal until the Gas is sold to the highest bidder and any applicable Fuel Reimbursement charges, Storage Withdrawal Charges and any administrative costs incurred by Egan Hub to conduct the auction. Such Storage Reservation Charges shall be calculated by multiplying the Storage Reservation Charge rate in effect on the required withdrawal date by the quantity of Gas sold at auction.

2.5 [Reserved for Future Use]

2.6 In the event that Customer nominates simultaneous injections and withdrawals of Gas on the same Gas Day and to the extent such quantities overlap and either (i) the nominated injection quantity exceeds the difference between the Maximum Storage Quantity specified on Exhibit B of Customer's Secondary Firm Storage Service Agreement and Customer's Storage Inventory ("Customer's Remaining Space") or (ii) the nominated withdrawal quantity is greater than Customer's Storage Inventory, that portion of the nominated quantity that exceeds Customer's Remaining Space or Customer's Storage Inventory shall be deemed to be an Interruptible wheeling service for scheduling purposes and shall be scheduled according to the provisions of Section 8 of the General Terms and Conditions.

### 3. RATES AND CHARGES

The rates and charges paid by Customer for secondary firm storage service under this rate schedule shall include the applicable storage rate components set forth in the SSS Rate Statement and as described below:

- (a) Storage Reservation Charge. A monthly charge equal to the Storage Reservation Charge specified in Customer's Secondary Firm Storage Service Agreement multiplied by the Maximum Storage Quantity specified in Customer's Secondary Firm Storage Service Agreement.
- (b) Storage Injection Charge. A usage charge equal to the Storage Injection Charge set forth in Customer's Secondary Firm Storage Service Agreement multiplied by the quantity injected for Customer's account into Egan Hub's facilities pursuant to Section 2(a) of this rate schedule during a given Month.

- (c) Storage Withdrawal Charge. A usage charge equal to the Storage Withdrawal Charge set forth in Customer's Secondary Firm Storage Service Agreement multiplied by the quantity withdrawn for Customer's account from Egan Hub's facilities pursuant to Section 2(c) of this rate schedule during a given Month.
- (d) Excess Injection Charge. A usage charge equal to the Excess Injection Charge set forth in Customer's Secondary Firm Storage Service Agreement multiplied by the quantity injected as Excess Injection Gas for Customer's account into Egan Hub's facilities pursuant to Section 2.2 of this rate schedule during a given Month.
- (e) Excess Withdrawal Charge. A usage charge equal to the Excess Withdrawal Charge set forth in Customer's Secondary Firm Storage Service Agreement multiplied by the quantity withdrawn as Excess Withdrawal Gas for Customer's account from Egan Hub's facilities pursuant to Section 2.3 of this rate schedule during a given Month.
- (f) Fuel Reimbursement. The amount of Gas for fuel and losses to be reimbursed by Customer in kind or in dollars per Dth, on a daily or a monthly basis, as applicable, as determined pursuant to Section 19 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Customer's Secondary Firm Storage Service Agreement.
- (g) Regulatory Fees and Charges. Customer shall reimburse Egan Hub for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this rate schedule, as set forth in Customer's Secondary Firm Storage Service Agreement.
- (h) Taxes. Customer shall reimburse Egan Hub for all applicable taxes as may be assessed upon Egan Hub, as set forth in Customer's Secondary Firm Storage Service Agreement.

#### 4. INVOICE

The invoice for secondary firm storage service shall reflect the applicable charges set forth under Section 3 of this rate schedule, at rates set forth in Customer's Secondary Firm Storage Service Agreement.

#### 5. TERM

The term for service under this rate schedule shall be as set forth in Customer's Secondary Firm Storage Service Agreement.

#### 6. AUTHORIZATION, RATES, TERMS AND CHANGES

- 6.1 Customer's Secondary Firm Storage Service Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for Egan Hub to construct and operate the facilities necessary to provide the storage service contemplated herein and for any interconnected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery to effect the service provided for herein.
- 6.2 Egan Hub shall have the right to propose to the FERC or other governing regulatory body such changes in its rates and terms of service as it deems necessary, and Customer's Secondary Firm Storage Service Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided however, that any negotiated rates between Egan Hub and its Customer(s) shall remain in effect during the term of Customer's Secondary Firm Storage Service Agreement(s).

## 7. CURTAILMENT

If, due to an emergency situation or when unexpected capacity loss occurs after scheduling, Egan Hub's capability to receive, store or deliver quantities is impaired so that Egan Hub is unable to receive, store or deliver on any Gas Day the quantities provided for in its Secondary Firm Storage Service Agreements with Customers without impairment of service to other firm Customers, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

## 8. RIGHT OF FIRST REFUSAL

- 8.1 (a) Contractual Right of First Refusal at End of Contract Term. Egan Hub may discontinue service to Customer at the end of a primary term of a Secondary Firm Storage Service Agreement with a primary term begin date on or after August 25, 2006, unless (i) Egan Hub and Customer mutually agree to a contractual right of first refusal, which was negotiated on a not unduly discriminatory basis, and (ii) Customer exercises its contractual right of first refusal for the capacity covered by the Secondary Firm Storage Service Agreement by matching the terms offered to Egan Hub during an open season conducted pursuant to Section 3.8 of the General Terms and Conditions of this FERC Gas Tariff, for such capacity by any Qualified Prospective Successor Customer.
- (b) Regulatory Right of First Refusal. A regulatory right of first refusal shall be available on a one-time basis to Customers holding a Long Term SSS



Agreement with a primary term begin date prior to August 25, 2006. Egan Hub may discontinue service to such Customer at the end of such primary term unless Customer exercises its right of first refusal for the capacity covered by such Long Term SSS Agreement by matching the terms offered to Egan Hub during an open season, conducted pursuant to Section 3.8 of the General Terms and Conditions of this FERC Gas Tariff for such capacity by any Qualified Prospective Successor Customer.

- (c) A "Long Term SSS Agreement," as that term is used in this Section 8, is a Secondary Firm Storage Service Agreement having a primary term of one (1) year or more. A "Qualified Prospective Successor Customer," as that term is used in this Section 8, is a prospective successor customer that meets the creditworthiness criteria set forth in Section 3.4 of the General Terms and Conditions this FERC Gas Tariff.

## 8.2 Exercise of Right of First Refusal

- (a) Not less than three (3) Months prior to the termination or expiration of a Long Term SSS Agreement subject to a negotiated right of first refusal or, if applicable, the regulatory right of first refusal, an open season will be held for the purpose of awarding the capacity that is to become available upon termination or expiration of such Long Term SSS Agreement. This open season will be conducted pursuant to the terms and conditions set forth in Section 3.8 of the General Terms and Conditions of this FERC Gas Tariff.
- (b) Bids from Qualified Prospective Successor Customers who desire, in whole or in part, the capacity to be made available upon the expiration or termination of such Long Term SSS Agreement must be submitted to Egan Hub no later than thirty (30) days after commencement of the open season. Upon expiration of the open season, Egan Hub will select the highest acceptable bid received from a Qualified Prospective Successor Customer and communicate the terms of the highest acceptable bid to the current capacity holder, who may elect, within ten (10) Business Days or such greater time as Egan Hub may specify, to execute a renewal Secondary Firm Storage Service Agreement for the same or better terms as contained in the highest acceptable bid received from a Qualified Prospective Successor Customer. The current capacity holder's right of first refusal under this Section 8.2 shall attach irrespective of which party provides written notice of termination in accordance with Article V of Customer's Secondary Firm Storage Service Agreement. In determining which bid for the capacity is the highest, Egan Hub will use the evaluation method specified in the notice of the open season posted on its Internet Web site.

- (c) If the current capacity holder does not elect to match the terms of such highest acceptable bid or the current capacity holder and Egan Hub do not agree on terms of service pursuant to Section 8.3 below, then its Secondary Firm Storage Service Agreement will expire at the conclusion of its term and Egan Hub will be deemed to have all necessary abandonment authorization under the NGA with respect to such service. Egan Hub may enter into a new Secondary Firm Storage Service Agreement with the Qualified Prospective Successor Customer who submitted the highest acceptable bid.
- (d) Egan Hub shall retain the right to require a minimum rate, which shall be market-based, for bids during any such open season.

8.3 If during the open season, Egan Hub receives no bids or rejects all bids, Egan Hub will post the capacity as unsubscribed capacity and Egan Hub and the current capacity holder may negotiate for continuation of service under mutually satisfactory rates, terms, and conditions. During such negotiations with the current capacity holder, Egan Hub may also enter into negotiations with other potential customers for service to commence upon the effective date of the termination of the current capacity holder's Secondary Firm Storage Service Agreement. In no event, however, may the current capacity holder retain capacity subject to the right of first refusal at a rate lower than the highest rate contained in a bid, if any, that was submitted for such capacity by a Qualified Prospective Successor Customer during the open season but rejected pursuant to Section 3.8(c)(ii) of the General Terms and Conditions of this FERC Gas Tariff.

## 9. EXPIRATION OF TERM

Prior to the end of the primary term or any renewed term of the Customer's Secondary Firm Storage Service Agreement, the Customer must either physically withdraw the Gas or indicate to Egan Hub in writing that it desires to have Egan Hub cash out the Gas on mutually agreeable terms. If, by the end of the Day that is the last Day of the contract term, the Customer neither has withdrawn the Gas or indicated in writing to Egan Hub that it desires to exercise the cash out option, then Egan Hub may take, free and clear of any adverse claims, title to such Storage Inventory as Customer was required, but failed, to withdraw or cash out; provided, however, that only those quantities not withdrawn or cashed out on mutually agreeable terms shall become the property of Egan Hub, free and clear of adverse claims.

If Customer was unable to withdraw its Storage Inventory due to an interruption of Customer's withdrawal service during the last ten (10) Days before termination, Customer shall be allowed one extra Day following the end of the term of Customer's Secondary Firm Storage Service Agreement for each Day of the interruption of Customer's withdrawal service, or such other time period as agreed upon by Egan Hub and Customer, to withdraw its Storage Inventory.

In the event that Egan Hub retains and takes title to any of Customer's Gas pursuant to this Section 9, Egan Hub shall dispose of such Gas by auction in accordance with the provisions of Section 33.1 of the General Terms and Conditions of this FERC Gas Tariff and shall remit to Customer the proceeds received from such auction less Storage Reservation Charges for the period from the first day following the termination date until the inventory is sold to the highest bidder and any applicable Fuel Reimbursement charges, Storage Withdrawal Charges and any administrative costs incurred by Egan Hub to conduct the auction. Such Storage Reservation Charges shall be calculated by multiplying the Storage Reservation Charge rate in effect on the termination date Secondary Firm Storage Service Agreement by the quantity of Storage Inventory sold at auction.

10. GENERAL TERMS AND CONDITIONS

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

## EPS RATE SCHEDULE ENHANCED PARK SERVICE

### 1. AVAILABILITY

This rate schedule is available to any Customer for the purchase of enhanced park service from Egan Hub, provided that:

- (a) Egan Hub has determined that it has sufficient operationally available storage capacity and injection and withdrawal capacity, or that it is willing to construct capacity, to perform the service requested by Customer;
- (b) Egan Hub has determined that the service requested by Customer will not interfere with the efficient operation of its system and will not cause a reduction in Egan Hub's ability to provide higher priority services;
- (c) Customer accepts responsibility for arranging any transportation service required for utilization of the service provided under this rate schedule, and such arrangements must be compatible with Egan Hub's system operations; and
- (d) Customer and Egan Hub have executed a Hub Services Agreement and related Exhibit(s) A and Exhibit(s) B.
- (e) In no event shall Egan Hub be required to construct, modify, expand or acquire any facilities to enable Egan Hub to perform the requested services.

### 2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This rate schedule shall apply to the enhanced park service rendered by Egan Hub to Customer pursuant to an executed Exhibit B to Customer's Hub Services Agreement.
- 2.2 Enhanced park service rendered by Egan Hub to Customer under this rate schedule shall consist of the receipt and injection, storage, withdrawal and delivery of Customer's Gas, on an Interruptible basis, by Egan Hub. Service under this rate schedule includes:
  - (a) The daily receipt and injection of Customer's Gas during the period(s) specified in Exhibit B to Customer's Hub Services Agreement per Customer's nomination up to the Maximum Daily Injection Quantity ("MDIQ") specified in Exhibit B to Customer's Hub Services Agreement, provided that (i) all higher priority service nominations for injection have

been satisfied, (ii) Customer delivers the nominated quantity plus applicable Fuel Reimbursement to the Point(s) of Receipt, and (iii) Customer's Park Balance is less than the Maximum Park Quantity specified in Exhibit B to Customer's Hub Services Agreement;

- (b) The storage of Gas in amounts up to the Maximum Park Quantity specified in Exhibit B to Customer's Hub Services Agreement, provided that all higher priority service storage needs have been satisfied; and
- (c) The daily withdrawal and delivery of Customer's Gas during the period(s) specified in Exhibit B to Customer's Hub Services Agreement per Customer's nomination to the Point(s) of Delivery up to the Maximum Daily Withdrawal Quantity ("MDWQ") specified in Exhibit B to Customer's Hub Services Agreement, less applicable Fuel Reimbursement, provided that all higher priority service nominations for withdrawal have been satisfied, and that Customer has sufficient Gas Stored in Customer's Park Balance.

2.3 To the extent storage capacity which is being utilized by a Customer pursuant to this rate schedule is needed by Egan Hub in order to satisfy Egan Hub's obligations to firm Customers, Egan Hub shall require Customer to withdraw all, or any portion of, Customer's Park Balance as specified by Egan Hub. Egan Hub's notice to Customer may be given verbally, but shall be confirmed in writing via e-mail to Customer. Such notice will specify the quantity required to be withdrawn and the date by which the withdrawal must be completed. Unless Egan Hub otherwise agrees, Customer shall be required to make ratable withdrawals. If Customer fails to withdraw such Park Balance, then Egan Hub may take, free and clear of any adverse claims, title to such Park Balance quantities as Customer was instructed, but failed, to withdraw. In the event that Egan Hub retains and takes title to any of Customer's Gas pursuant to this Section 2.3, Egan Hub shall dispose of such Gas by auction in accordance with the provisions of Section 33 of the General Terms and Conditions of this FERC Gas Tariff and shall remit to Customer the proceeds received from such auction less Enhanced Park Charges for the period from the first day following the date on which Customer was required to complete the withdrawal until the Gas is sold to the highest bidder and any applicable Fuel Reimbursement charges, Enhanced Park Withdrawal Charges and any administrative costs incurred by Egan Hub to conduct the auction. Such Enhanced Park Charges shall be calculated by multiplying the Enhanced Park Charge rate in effect on the required withdrawal date by the quantity of Gas sold at auction.

### 3. RATES AND CHARGES

The rates and charges applicable to park service under this rate schedule shall include the applicable park rate components specified in the EPS Rate Statement and as described below:

- (a) **Enhanced Park Charge.** A charge, as specified in Exhibit B to Customer's Hub Services Agreement, applicable to the Maximum Park Quantity specified in Exhibit B to Customer's Hub Services Agreement.
- (b) **Enhanced Park Injection Charge.** A charge, as specified in Exhibit B to Customer's Hub Services Agreement, applicable to the quantity injected for Customer's account into Egan Hub's facilities pursuant to Section 2.2(a) of this rate schedule.
- (c) **Enhanced Park Withdrawal Charge.** A charge, as specified in Exhibit B to Customer's Hub Services Agreement applicable to the quantity withdrawn for Customer's account from Egan Hub's facilities pursuant to Section 2.2(c) of this rate schedule.
- (d) **Fuel Reimbursement.** The amount of Gas for fuel and losses to be reimbursed by Customer in kind or in dollars per Dth, on a daily or a monthly basis, as applicable, as determined pursuant to Section 19 of the General Terms and Conditions of this FERC Gas Tariff and specified in Exhibit B to Customer's Hub Services Agreement.
- (e) **Regulatory Fees and Charges.** Customer shall reimburse Egan Hub for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this rate schedule, as specified in Customer's Hub Services Agreement.
- (f) **Taxes.** Customer shall reimburse Egan Hub for all applicable taxes as may be assessed upon Egan Hub, as specified in Customer's Hub Services Agreement.

#### 4. INVOICE

The invoice for enhanced park service shall reflect the applicable charges specified under Section 3 of this rate schedule at rates and terms specified in Exhibit B to Customer's Hub Services Agreement.

#### 5. TERM

The term for service under this rate schedule shall be as specified in Exhibit B to Customer's Hub Services Agreement.

#### 6. AUTHORIZATION, RATES, TERMS AND CHANGES

- 6.1 Customer's Hub Services Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the Commission and any state or local governmental agency having jurisdiction, of requisite authorization for Egan Hub to construct and operate the facilities necessary to provide the enhanced park service contemplated herein, and for any interconnected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery to effect the enhanced park service provided for herein.
- 6.2 Egan Hub shall have the right to propose to the Commission or other governing regulatory body such changes in its rates and terms of service as it deems necessary, and Customer's Hub Services Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided however, that any negotiated rates between Egan Hub and its Customer(s) shall remain in effect during the term of the applicable Exhibit(s) B to Customer's Hub Services Agreement(s).

## 7. CURTAILMENT

If, due to any cause whatsoever, Egan Hub's capability to receive, store or deliver quantities is impaired so that Egan Hub is unable to receive, store or deliver on any Gas Day the quantities provided for in Exhibit B to its Hub Services Agreements with Customers, then enhanced park capacity, withdrawals, and/or injections will be allocated according to the priority of service as specified in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

## 8. EXPIRATION OF CONTRACT TERM

Prior to the end of the term of the applicable Exhibit B to Customer's Hub Services Agreement, Customer must physically withdraw the Park Balance. If, by the end of the Gas Day that is the last Gas Day of the term of the applicable Exhibit B to Customer's Hub Services Agreement, Customer has not withdrawn the Park Balance, then Egan Hub may take, free and clear of any adverse claims, title to such Park Balance as Customer was required, but failed, to withdraw; provided, however, that only those quantities not withdrawn shall become the property of Egan Hub, free and clear of any adverse claims.

If Customer was unable to withdraw its Park Balance due to an interruption of Customer's withdrawal service during the last ten (10) Days before termination, Customer shall be allowed one extra Day following the end of the term of the applicable Exhibit B to Customer's Hub Services Agreement for each Day of the interruption of Customer's withdrawal service, or such other time period as agreed upon by Egan Hub and Customer, to withdraw its Park Balance.

In the event that Egan Hub retains and takes title to any of Customer's Gas pursuant to this Section 8, Egan Hub shall dispose of such Gas by auction in accordance with the provisions of Section 33.1 of the General Terms and Conditions of this FERC Gas Tariff and shall remit to Customer the proceeds received from such auction less Enhanced Park Charges for the period from the first day following the termination date until the inventory is sold to the highest bidder and any applicable Fuel Reimbursement charges, Enhanced Park Withdrawal Charges and any administrative costs incurred by Egan Hub to conduct the auction. Such Enhanced Park Charges shall be calculated by multiplying the Enhanced Park Charge rate in effect on the termination date of the applicable Exhibit B to Customer's Hub Services Agreement by the quantity of Gas sold at auction.

9. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this rate schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein.



## ELS RATE SCHEDULE ENHANCED LOAN SERVICE

### 1. AVAILABILITY

This rate schedule is available to any Customer for the purchase of enhanced loan service from Egan Hub, provided that:

- (a) Egan Hub has determined that it has sufficient operationally available storage capacity and injection and withdrawal capacity, or that it is willing to construct capacity, to perform the service requested by Customer;
- (b) Egan Hub has determined that the service requested by Customer will not interfere with the efficient operation of its system and will not cause a reduction in Egan Hub's ability to provide higher priority services;
- (c) Customer accepts responsibility for arranging any transportation service required for utilization of the service provided under this rate schedule, and such arrangements must be compatible with Egan Hub's system operations; and
- (d) Customer and Egan Hub have executed a Hub Services Agreement and related Exhibit(s) A and Exhibit(s) B.
- (e) In no event shall Egan Hub be required to construct, modify, expand or acquire any facilities to enable Egan Hub to perform the requested services.

### 2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This rate schedule shall apply to the enhanced loan service rendered by Egan Hub to Customer pursuant to an executed Exhibit B to Customer's Hub Services Agreement.
- 2.2 Enhanced loan service rendered by Egan Hub to Customer under this rate schedule shall be provided on an Interruptible basis and shall consist of:
  - (a) The loan or advancement by Egan Hub to Customer during the period(s) specified in Exhibit B to Customer's Hub Services Agreement, upon nomination and subsequent confirmation, of daily quantities of Gas up to the Maximum Daily Withdrawal Quantity ("MDWQ") specified in Exhibit B to Customer's Hub Services Agreement, less applicable Fuel Reimbursement, provided that (i) all higher priority service nominations for withdrawal have been satisfied and system needs allow, and (ii)

Customer's Loan Balance is less than the Maximum Loan Quantity specified in Exhibit B to Customer's Hub Services Agreement; and

- (b) The return by Customer to Egan Hub during the period(s) specified in Exhibit B to Customer's Hub Services Agreement, upon nomination and subsequent confirmation, of the borrowed quantities of Gas up to the Maximum Daily Injection Quantity ("MDIQ") specified in Exhibit B to Customer's Hub Services Agreement, provided that (i) all higher priority nominations for injection have been satisfied, and (ii) Customer delivers the nominated quantity plus applicable Fuel Reimbursement to the Point(s) of Receipt.

2.3 If Customer fails to return the quantities advanced by Egan Hub to Customer under this rate schedule at the agreed upon time as specified in the applicable Exhibit B to Customer's Hub Services Agreement, Egan Hub may purchase replacement Gas and Customer shall pay Egan Hub the cost of the replacement Gas, which includes the actual cost of replacement supplies and any costs or penalties incurred by Egan Hub or its Customers as a result of Customer's failure to deliver replacement Gas, plus any applicable Fuel Reimbursement and Enhanced Loan Injection Charges and all other costs incurred by Egan Hub to secure such replacement Gas, including, but not limited to, third-party marketing fees, transportation by third-party pipeline companies, and all other costs for securing replacement Gas.

2.4 To the extent Gas which is loaned to a Customer pursuant to this rate schedule is needed by Egan Hub in order to satisfy Egan Hub's obligations to higher priority services or to meet system needs, Egan Hub may at its sole discretion and upon giving notice to Customer, interrupt the continuation of any or all services hereunder and require Customer to return all, or any portion, of Customer's Loan Balance at a time to be stated by Egan Hub. Egan Hub's notice to Customer may be given verbally, but shall be confirmed in writing via e-mail to Customer. Such notice will specify the quantity required to be returned and the date by which the return must be completed. Unless Egan Hub otherwise agrees, Customer shall be required to make ratable injections. If Customer fails to return borrowed Gas to Egan Hub at the agreed upon time, Egan Hub may purchase replacement Gas and Customer shall pay Egan Hub the cost of the replacement Gas, which includes the actual cost of replacement supplies and any costs or penalties incurred by Egan Hub or its Customers as a result of Customer's failure to deliver replacement Gas, plus any applicable Fuel Reimbursement and Enhanced Loan Injection Charges and all other costs incurred by Egan Hub to secure such replacement Gas, including, but not limited to, third-party marketing fees, transportation by third-party pipeline companies, and all other costs for securing replacement Gas.

### 3. RATES AND CHARGES

The rates and charges applicable to loan service under this rate schedule shall include the applicable loan rate components specified in the ELS Rate Statement and as described below:

- (a) Enhanced Loan Charge. A charge, as specified in Exhibit B to Customer's Hub Services Agreement, applicable to the Maximum Loan Quantity specified in Exhibit B to Customer's Hub Services Agreement.
- (b) Enhanced Loan Injection Charge. A charge, as specified in Exhibit B to Customer's Hub Services Agreement, applicable to the quantity injected for Customer's account into Egan Hub's facilities pursuant to Section 2.2(b) of this rate schedule.
- (c) Enhanced Loan Withdrawal Charge. A charge, as specified in Exhibit B to Customer's Hub Services Agreement, applicable to the quantity withdrawn for Customer's account from Egan Hub's facilities pursuant to Section 2.2(a) of this rate schedule.
- (d) Fuel Reimbursement. The amount of Gas for fuel and losses to be reimbursed by Customer in kind or in dollars per Dth, on a daily or a monthly basis, as applicable, as determined pursuant to Section 19 of the General Terms and Conditions of this FERC Gas Tariff and specified in Exhibit B to Customer's Hub Services Agreement.
- (e) Regulatory Fees and Charges. Customer shall reimburse Egan Hub for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this rate schedule, as specified in Customer's Hub Services Agreement.
- (f) Taxes. Customer shall reimburse Egan Hub for all applicable taxes as may be assessed Egan Hub, as specified in Customer's Hub Services Agreement.

#### 4. INVOICE

The invoice for enhanced loan service shall reflect the applicable charges specified under Section 3 of this rate schedule at rates and terms specified in Exhibit B to Customer's Hub Services Agreement.

#### 5. TERM

The term for service under this rate schedule shall be as specified in Exhibit B to Customer's Hub Services Agreement.

#### 6. AUTHORIZATION, RATES, TERMS AND CHANGES

- 6.1 Customer's Hub Services Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the Commission and any state or local governmental agency having jurisdiction, of requisite authorization for Egan Hub to construct and operate the facilities necessary to provide the enhanced loan service contemplated herein, and for any interconnected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery to effect the enhanced loan service provided for herein.
- 6.2 Egan Hub shall have the right to propose to the Commission or other governing regulatory body such changes in its rates and terms of service as it deems necessary, and Customer's Hub Services Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided however, that any negotiated rates between Egan Hub and its Customer(s) shall remain in effect during the term of the applicable Exhibit(s) B to Customer's Hub Services Agreement(s).

## 7. CURTAILMENT

If, due to any cause whatsoever, Egan Hub's capability to receive, store or deliver quantities is impaired so that Egan Hub is unable to receive, store or deliver on any Gas Day the quantities provided for in Exhibit B to its Hub Services Agreements with Customers, then enhanced loan capacity, withdrawals, and/or injections will be allocated according to the priority of service as specified in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

## 8. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this rate schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein.

IPS RATE SCHEDULE  
INTERRUPTIBLE PARK SERVICE

1. AVAILABILITY

This rate schedule is available to any Customer for the purchase of Interruptible park service from Egan Hub, provided that:

- (a) Egan Hub has determined that it has sufficient operationally available storage capacity and injection and withdrawal capacity, or that it is willing to construct capacity, to perform service requested by Customer;
- (b) Egan Hub has determined that the service requested by Customer will not interfere with the efficient operation of its system and will not cause a reduction in Egan Hub's ability to provide higher priority services;
- (c) Customer accepts responsibility for arranging any transportation service required for utilization of the service provided under this rate schedule, and such arrangements must be compatible with Egan Hub's system operations; and
- (d) Customer and Egan Hub have executed a Hub Services Agreement and related Exhibit(s) A and Exhibit(s) B.
- (e) In no event shall Egan Hub be required to construct, modify, expand or acquire any facilities to enable Egan Hub to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This rate schedule shall apply to all Interruptible park service rendered by Egan Hub to Customer at Egan Hub's facilities located in Acadia Parish, Louisiana pursuant to an executed Exhibit B of Customer's Hub Services Agreement.

2.2 Interruptible park service rendered by Egan Hub to Customer under this rate schedule shall consist of the receipt and injection, storage, and withdrawal and delivery of Customer's Gas, on an Interruptible basis, by Egan Hub. Service under this rate schedule includes:

- (a) The daily receipt and injection of Customer's Gas per Customer's nomination up to the Maximum Daily Injection Quantity ("MDIQ") specified in Exhibit B of Customer's Hub Services Agreement, provided that (i) all higher priority service nominations for injection have been satisfied, (ii) Customer delivers the nominated quantity plus applicable

Fuel Reimbursement to the Point(s) of Receipt located on Egan Hub's system, and (iii) Customer's Park Balance is less than the Maximum Park Quantity set forth in Exhibit B of Customer's Hub Services Agreement;

- (b) The storage of Gas in amounts up to the Maximum Park Quantity set forth in Exhibit B of Customer's Hub Services Agreement, provided that all higher priority service storage needs have been satisfied; and
- (c) The daily withdrawal and delivery of Customer's Gas per Customer's nomination to the Point(s) of Delivery located on Egan Hub's system up to the Maximum Daily Withdrawal Quantity ("MDWQ") stated in Exhibit B of Customer's Hub Services Agreement, less applicable Fuel Reimbursement, provided that all higher priority service nominations for withdrawal have been satisfied, and that Customer has sufficient Gas Stored in Customer's Park Balance.

2.3 To the extent storage capacity which is being utilized by a Customer pursuant to this rate schedule is needed by Egan Hub in order to satisfy Egan Hub's obligations to higher priority services, Egan Hub shall require Customer to withdraw all, or any portion of, Customer's Park Balance, as specified by Egan Hub. Egan Hub's notice to Customer may be given verbally, but shall be confirmed in writing via e-mail to Customer. Such notice will specify the quantity required to be withdrawn and the date by which the withdrawal must be completed. Unless Egan Hub otherwise agrees, Customer shall be required to make ratable withdrawals. If Customer fails to withdraw such Park Balance, then Egan Hub may take, free and clear of any adverse claims, title to such Park Balance quantities as Customer was instructed, but failed, to withdraw. In the event that Egan Hub retains and takes title to any of Customer's Gas pursuant to this Section 2.3, Egan Hub shall dispose of such Gas by auction in accordance with Section 33 of the General Terms and Conditions of this FERC Gas Tariff and shall remit to Customer the proceeds received from such auction less Interruptible Park Charges for the period from the first day following the date on which Customer was required to complete the withdrawal until the Gas is sold to the highest bidder and any applicable Fuel Reimbursement charges, Interruptible Park Withdrawal Charges and any administrative costs incurred by Egan Hub to conduct the auction. Such Interruptible Park Charges shall be calculated by multiplying the Interruptible Park Charge rate in effect on the required withdrawal date by the quantity of Gas sold at auction.

### 3. RATES AND CHARGES

The rates and charges paid by Customer for park service under this rate schedule shall include the applicable park rate components set forth in the IPS Rate Statement and as described below:

- (a) **Interruptible Park Charge.** A charge, as specified in Exhibit B of Customer's Hub Services Agreement, applicable to the Maximum Park Quantity specified in Exhibit B of Customer's Hub Services Agreement.
- (b) **Interruptible Park Injection Charge.** A charge, as set forth in Exhibit B to Customer's Hub Services Agreement, applicable to the quantity injected for Customer's account into Egan Hub's facilities pursuant to Section 2.2(a) of this rate schedule.
- (c) **Interruptible Park Withdrawal Charge.** A charge, as set forth in Exhibit B to Customer's Hub Services Agreement, applicable to the quantity withdrawn for Customer's account from Egan Hub's facilities pursuant to Section 2.2(c) of this rate schedule.
- (d) **Fuel Reimbursement.** The amount of Gas for fuel and losses to be reimbursed by Customer in kind or in dollars per Dth, on a daily or a monthly basis, as applicable, as determined pursuant to Section 19 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Exhibit B of Customer's Hub Services Agreement.
- (e) **Regulatory Fees and Charges.** Customer shall reimburse Egan Hub for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this rate schedule, as set forth in Customer's Hub Services Agreement.
- (f) **Taxes.** Customer shall reimburse Egan Hub for all applicable taxes as may be assessed upon Egan Hub, as set forth in Customer's Hub Services Agreement.

#### 4. INVOICE

The invoice for Interruptible park service shall reflect the applicable charges set forth under Section 3 of this rate schedule at rates and terms set forth in Exhibit B of Customer's Hub Services Agreement.

#### 5. TERM

The term for service under this rate schedule shall be as set forth in Exhibit B of Customer's Hub Services Agreement.

#### 6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 Customer's Hub Services Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance,

by the FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for Egan Hub to construct and operate the facilities necessary to provide the Interruptible park service contemplated herein, and for any interconnected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery to effect the Interruptible park service provided for herein.

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

## 7. CURTAILMENT

If, due to any cause whatsoever, Egan Hub's capability to receive, store or deliver quantities is impaired so that Egan Hub is unable to receive, store or deliver on any Gas Day the quantities provided for in Exhibit B of its Hub Services Agreement with Customers, then interruptible park capacity, withdrawals, and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

## 8. EXPIRATION OF TERM

Prior to the end of the term of the applicable Exhibit B of Customer's Hub Services Agreement, Customer must either physically withdraw Gas or indicate to Egan Hub in writing that it desires to have Egan Hub cash out the Gas on mutually agreeable terms. If, by the end of the Gas Day that is the last Gas Day of the term of Exhibit B of Customer's Hub Services Agreement, Customer neither has withdrawn the Park Balance nor indicated in writing to Egan Hub that it desires to exercise the cash out option, then Egan Hub may take, free and clear of any adverse claims, title to such Park Balance as Customer was required, but failed, to withdraw or cash out; provided, however, that only those quantities not withdrawn or cashed on mutually agreeable terms shall become the property of Egan Hub, free and clear of any adverse claims.

If Customer was unable to withdraw its Park Balance due to an interruption of Customer's withdrawal service during the last ten (10) Days before termination, Customer shall be allowed one extra Day following the end of the term of the applicable Exhibit B of Customer's Hub Services Agreement for each Day of the interruption of Customer's withdrawal service, or such other time period as agreed upon by Egan Hub and Customer, to withdraw its Park Balance.



In the event that Egan Hub retains and takes title to any of Customer's Gas pursuant to this Section 8, Egan Hub shall dispose of such Gas by auction in accordance with the provisions of Section 33.1 of the General Terms and Conditions of this FERC Gas Tariff and shall remit to Customer the proceeds received from such auction less Interruptible Park Charges for the period from the first day following the termination date until the inventory is sold to the highest bidder and any applicable Fuel Reimbursement charges, Interruptible Park Withdrawal Charges and any administrative costs incurred by Egan Hub to conduct the auction. Such Interruptible Park Charges shall be calculated by multiplying the Interruptible Park Charge rate in effect on the termination date of the applicable Exhibit B to Customer's Hub Services Agreement by the quantity of Gas sold at auction.

9. GENERAL TERMS AND CONDITIONS

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

## IWS RATE SCHEDULE INTERRUPTIBLE WHEELING SERVICE

### 1. AVAILABILITY

This rate schedule is available to any Customer for the purchase of Interruptible wheeling service from Egan Hub, provided that:

- (a) Egan Hub has determined that it has sufficient operationally available Interruptible wheeling, receipt and delivery capacity, or that it is willing to construct capacity, to perform the service requested by Customer;
- (b) Egan Hub has determined that the service requested by Customer will not interfere with the efficient operation of its system and will not cause a reduction in Egan Hub's ability to provide higher priority services;
- (c) Customer accepts responsibility for arranging any upstream and/or downstream transportation service required for utilization of the service provided under this rate schedule, and such arrangements must be compatible with Egan Hub's system operations; and
- (d) Customer and Egan Hub have executed a Hub Services Agreement and related Exhibit(s) A and Exhibit(s) B.
- (e) In no event shall Egan Hub be required to construct, modify, expand or acquire any facilities to enable Egan Hub to perform the requested services.

### 2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This rate schedule shall apply to all Interruptible wheeling service rendered by Egan Hub to Customer at Egan Hub's facilities located in Acadia Parish, Louisiana, pursuant to an executed Exhibit B to Customer's Hub Services Agreement.
- 2.2 Interruptible wheeling service rendered by Egan Hub to Customer under this rate schedule shall consist of the simultaneous receipt and delivery of Gas, on an Interruptible basis, on Egan Hub's system between agreed upon Point(s) of Receipt and Point(s) of Delivery on the same Gas Day.
- 2.3 Egan Hub shall, on an Interruptible basis, receive for Customer at Point(s) of Receipt located on Egan Hub's system, and shall deliver at the Point(s) of Delivery located on Egan Hub's system daily quantities of Gas up to the Maximum Daily Wheeling Quantity set forth in Exhibit B of Customer's Hub

Services Agreement, plus applicable Fuel Reimbursement; provided, however, Egan Hub shall not be obligated to receive and/or deliver quantities of Gas on any Day in excess of the quantity nominated and scheduled for that Day.

- 2.4 The wheeling of Gas in amounts up to the Maximum Daily Wheeling Quantity specified in Exhibit B of Customer's Hub Services Agreement, shall be available only in the event that all higher priority service needs have been satisfied and system needs allow.

### 3. RATES AND CHARGES

The rates and charges paid by Customer for wheeling service under this rate schedule shall include the applicable wheeling rate components set forth in the IWS Rate Statement and as described below:

- (a) **Interruptible Wheeling Charge.** A charge equal to the Interruptible Wheeling Charge set forth in Exhibit B of Customer's Hub Services Agreement for each Dth wheeled by Egan Hub for Customer's account during a given invoice period or the Maximum Daily Wheeling Quantity set forth in Exhibit B of Customer's Hub Services Agreement, as applicable.
- (b) **Fuel Reimbursement.** The amount of Gas for fuel and losses to be reimbursed by Customer in kind or in dollars per Dth, on a daily or a monthly basis, as applicable, as determined pursuant to Section 19 of this FERC Gas Tariff and set forth in Exhibit B of Customer's Hub Services Agreement.
- (c) **Regulatory Fees and Charges.** Customer shall reimburse Egan Hub for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this rate schedule, as set forth in Customer's Hub Services Agreement.
- (d) **Taxes.** Customer shall reimburse Egan Hub for all applicable taxes as may be assessed, as set forth in Customer's Hub Services Agreement.

### 4. INVOICE

The invoice for Interruptible wheeling service shall reflect the applicable charges set forth under Section 3 of this rate schedule at rates and terms set forth in Exhibit B of Customer's Hub Services Agreement.

### 5. TERM

The term for service under this rate schedule shall be as set forth in Exhibit B of Customer's Hub Services Agreement.

## 6. AUTHORIZATION, RATES, TERMS AND CHANGES

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

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

## 7. CURTAILMENT

If, due to any cause whatsoever, Egan Hub's capability to receive, store or deliver quantities is impaired so that Egan Hub is unable to receive, store or deliver on any Gas Day the quantities provided for in its Exhibit B of the Hub Services Agreement(s) with Customers, then wheeling capacity will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

## 8. GENERAL TERMS AND CONDITIONS

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

ILS RATE SCHEDULE  
INTERRUPTIBLE LOAN SERVICE

1. AVAILABILITY

This rate schedule is available to any Customer for the purchase of Interruptible loan service from Egan Hub, provided that:

- (a) Egan Hub has determined that it has sufficient operationally available storage capacity, injection or withdrawal capacity, or that it is willing to construct capacity, to perform the service requested by Customer;
- (b) Egan Hub has determined that the service requested by Customer will not interfere with the efficient operation of its system and will not cause a reduction in Egan Hub's ability to provide higher priority services;
- (c) Customer accepts responsibility for arranging any transportation service required for utilization of the service provided under this rate schedule, and such arrangements must be compatible with Egan Hub's system operations; and
- (d) Customer and Egan Hub have executed a Hub Services Agreement and related Exhibit(s) A and Exhibit(s) B.
- (e) In no event shall Egan Hub be required to construct, modify, expand or acquire any facilities to enable Egan Hub to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This rate schedule shall apply to all Interruptible loan service rendered by Egan Hub to Customer at Egan Hub's facilities located in Acadia Parish, Louisiana pursuant to an executed Exhibit B to Customer's Hub Services Agreement.

2.2 Interruptible loan service rendered by Egan Hub to Customer under this rate schedule shall consist of:

- (a) the advancement by Egan Hub to Customer, upon nomination and subsequent confirmation, of daily quantities of Gas up to the Maximum Daily Withdrawal Quantity ("MDWQ") stated in Exhibit B of Customer's Hub Services Agreement, less applicable Fuel Reimbursement, provided that (i) all higher priority service nominations for withdrawal have been satisfied and system needs allow, and (ii) Customer's Loan Balance is less

than the Maximum Loan Quantity set forth in Exhibit B of Customer's Hub Services Agreement; and

- (b) the return by Customer to Egan Hub, upon nomination and subsequent confirmation, of the borrowed quantities of Gas up to the Maximum Daily Injection Quantity ("MDIQ") stated in Exhibit B of Customer's Hub Services Agreement, provided that all higher priority nominations for injections have been satisfied, and Customer delivers the nominated quantity, plus applicable Fuel Reimbursement, to the Point(s) of Receipt, at a time to be agreed upon as stated in Exhibit B to Customer's Hub Services Agreement.

2.3 If Customer fails to return the quantities advanced by Egan Hub to Customer under this rate schedule at the agreed upon time stated in the applicable Exhibit B of Customer's Hub Services Agreement, Egan Hub may purchase replacement Gas and Customer shall pay Egan Hub the cost of the replacement Gas, which includes the actual cost of replacement supplies and any costs or penalties incurred by Egan Hub or its Customers as a result of Customer's failure to deliver replacement Gas, plus any applicable Fuel Reimbursement and Interruptible Loan Injection Charges and all other costs incurred by Egan Hub to secure such replacement Gas, including, but not limited to, third-party marketing fees, transportation by third-party pipeline companies, and all other costs for securing replacement Gas.

2.4 To the extent Gas which is loaned to a Customer pursuant to this rate schedule is needed by Egan Hub in order to satisfy Egan Hub's obligations to higher priority services or to meet system needs, Egan Hub may at its sole discretion and upon giving notice to Customer, interrupt the continuation of any or all services hereunder and require Customer to return all, or any portion, of Customer's Loan Balance at a time to be stated by Egan Hub. Egan Hub's notice to Customer may be given verbally, but shall be confirmed in writing via e-mail to Customer. Such notice will specify the quantity required to be returned and the date by which the return must be completed. Unless Egan Hub otherwise agrees, Customer shall be required to make ratable injections. If Customer fails to return borrowed Gas to Egan Hub at the agreed upon time, Egan Hub may purchase replacement Gas and Customer shall pay Egan Hub the cost of the replacement Gas, which includes the actual cost of replacement supplies and any costs or penalties incurred by Egan Hub or its Customers as a result of Customer's failure to deliver replacement Gas, plus any applicable Fuel Reimbursement and Interruptible Loan Injection Charges and all other costs incurred by Egan Hub to secure such replacement Gas, including, but not limited to, third-party marketing fees, transportation by third-party pipeline companies, and all other costs for securing replacement Gas.

### 3. RATES AND CHARGES

The rates and charges paid by Customer for loan service under this rate schedule shall include the applicable loan rate components set forth in the ILS Rate Statement and as described below:

- (a) **Interruptible Loan Charge.** A charge, as set forth in Exhibit B of Customer's Hub Services Agreement, applicable to the Maximum Loan Quantity specified in Exhibit B of Customer's Hub Services Agreement.
- (b) **Interruptible Loan Injection Charge.** A charge, as set forth in Exhibit B of Customer's Hub Services Agreement, applicable to the quantity injected for Customer's account into Egan Hub's facilities pursuant to Section 2.2(b) of this rate schedule.
- (c) **Interruptible Loan Withdrawal Charge.** A charge, as set forth in Exhibit B of Customer's Hub Services Agreement, applicable to the quantity withdrawn for Customer's account from Egan Hub's facilities pursuant to Section 2.2(a) of this rate schedule.
- (d) **Fuel Reimbursement.** The amount of Gas for fuel and losses to be reimbursed by Customer in kind or in dollars per Dth, on a daily or a monthly basis, as applicable, as determined pursuant to Section 19 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Exhibit B of Customer's Hub Services Agreement.
- (e) **Regulatory Fees and Charges.** Customer shall reimburse Egan Hub for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this rate schedule, as set forth in Customer's Hub Services Agreement.
- (f) **Taxes.** Customer shall reimburse Egan Hub for all applicable taxes as may be assessed Egan Hub, as set forth in Customer's Hub Services Agreement.

#### 4. INVOICE

The invoice for Interruptible loan service shall reflect the applicable charges set forth under Section 3 of this rate schedule at rates and terms set forth in Exhibit B of Customer's Hub Services Agreement.

#### 5. TERM

The term for service under this rate schedule shall be as set forth in Exhibit B of Customer's Hub Services Agreement.

#### 6. AUTHORIZATION, RATES, TERMS AND CHANGES

- 6.1 Customer's Hub Services Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for Egan Hub to construct and operate the facilities necessary to provide the Interruptible loan service contemplated herein, and for any interconnected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery to effect the Interruptible loan service provided for herein.
- 6.2 Egan Hub shall have the right to propose to the FERC or other governing regulatory body such changes in its rates and terms of service as it deems necessary, and Customer's Hub Services Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided, however, that any negotiated rates between Egan Hub and its Customer(s) shall remain in effect during the term of Exhibit B of Customer's Hub Services Agreement(s).

## 7. CURTAILMENT

If, due to any cause whatsoever, Egan Hub's capability to receive, store or deliver quantities is impaired so that Egan Hub is unable to receive, store or deliver on any Gas Day the quantities provided for in its Exhibit B of the Hub Services Agreements with Customers, then interruptible loan capacity, withdrawals, and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

## 8. GENERAL TERMS AND CONDITIONS

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



**IBTS RATE SCHEDULE  
INTERRUPTIBLE IMBALANCE TRADING SERVICE**

**1. AVAILABILITY**

This rate schedule is available to any Customer for the purchase of Interruptible imbalance trading service from Egan Hub, provided that:

- (a) Egan Hub has determined that it has sufficient operationally available Gas or storage capacity, injection or withdrawal capacity, or that it is willing to construct capacity, to perform the service requested by Customer;
- (b) Egan Hub has determined that the service requested by Customer will not interfere with the efficient operation of its system and will not cause a reduction in Egan Hub's ability to provide higher priority services;
- (c) Customer accepts responsibility for arranging any transportation service required for utilization of the service provided under this rate schedule, and such arrangements must be compatible with Egan Hub's system operations; and
- (d) Customer and Egan Hub have executed a Hub Services Agreement and related Exhibit(s) A and Exhibit(s) B.
- (e) In no event shall Egan Hub be required to construct, modify, expand or acquire any facilities to enable Egan Hub to perform the requested services.

**2. APPLICABILITY AND CHARACTER OF SERVICE**

- 2.1 This rate schedule shall apply to all Interruptible imbalance trading service rendered by Egan Hub to Customer at Egan Hub's facilities located in Acadia Parish, Louisiana pursuant to an executed Exhibit B to Customer's Hub Services Agreement.
- 2.2 Interruptible imbalance trading service rendered by Egan Hub to Customer under this rate schedule shall consist of the trading of imbalance quantities by Egan Hub for Customer at agreed upon Point(s) of Receipt and Point(s) of Delivery on Egan Hub's system upon nomination by Customer, and shall also permit the trading of imbalance quantities among Customers. Egan Hub shall, on an Interruptible basis, accept nominations from Customer for Point(s) of Receipt and Point(s) of Delivery located on Egan Hub's system for quantities of Gas up to the quantities set forth in Exhibit B of Customer's Hub Services Agreement, in order to permit Customer to trade imbalances created under rate schedules set forth in this FERC

Gas Tariff. Further, Egan Hub, on an Interruptible basis, shall permit Customer with imbalance quantities, upon prior notification to Egan Hub, to trade such imbalance quantities with another Customer, up to the quantities set forth in Exhibit B of Customer's Hub Services Agreement.

### 3. RATES AND CHARGES

The rates and charges paid by Customer for Interruptible imbalance trading under this rate schedule shall include the applicable imbalance trading rate components set forth in the IBTS Rate Statement and as described below:

- (a) Interruptible Imbalance Trading Charge. A charge, as set forth in Exhibit B of Customer's Hub Services Agreement, applicable to the quantity scheduled and confirmed with Egan Hub as an imbalance trade, including imbalance quantities traded between Customers.
- (b) Fuel Reimbursement. No fuel is required to perform Egan Hub's imbalance trading service.
- (c) Regulatory Fees and Charges. Customer shall reimburse Egan Hub for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this rate schedule, as set forth in Customer's Hub Services Agreement.
- (d) Taxes. Customer shall reimburse Egan Hub for all applicable taxes as may be assessed Egan Hub, as set forth in Customer's Hub Services Agreement.

### 4. INVOICE

The invoice for Interruptible imbalance trading service shall reflect the applicable charges set forth under Section 3 of this rate schedule at rates and terms set forth in Exhibit B of Customer's Hub Services Agreement.

### 5. TERM

The term for service under this rate schedule shall be as set forth in Exhibit B of Customer's Hub Services Agreement.

### 6. AUTHORIZATION, RATES, TERMS AND CHANGES

- 6.1 Customer's Hub Services Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the FERC, and any state or local governmental agency having jurisdiction, of

requisite authorization for Egan Hub to to construct and operate the facilities necessary to provide the Interruptible imbalance trading service contemplated herein and for any interconnected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery to effect the Interruptible imbalance trading service provided for herein.

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

## 7. CURTAILMENT

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

## 8. GENERAL TERMS AND CONDITIONS

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

## IBS RATE SCHEDULE INTERRUPTIBLE BALANCING SERVICE

### 1. AVAILABILITY

This rate schedule is available to any Customer for the purchase of Interruptible balancing service from Egan Hub, provided that:

- (a) Egan Hub has determined that it has sufficient operationally available Gas or storage capacity, injection or withdrawal capacity, or that it is willing to construct capacity, to perform the service requested by Customer;
- (b) Egan Hub has determined that the service requested by Customer will not interfere with the efficient operation of its system and will not cause a reduction in Egan Hub's ability to provide higher priority service;
- (c) Customer accepts responsibility for arranging any transportation service required for utilization of the service provided under this rate schedule, and such arrangements must be compatible with Egan Hub's system operations; and
- (d) Customer and Egan Hub have executed a Hub Services Agreement and related Exhibit(s) A and Exhibit(s) B.
- (e) In no event shall Egan Hub be required to construct, modify, expand or acquire any facilities to enable Egan Hub to perform the requested services.

### 2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This rate schedule shall apply to all Interruptible balancing service rendered by Egan Hub to Customer at Egan Hub's facilities located in Acadia Parish, Louisiana pursuant to an executed Exhibit B to Customer's Hub Services Agreement.

2.2 Interruptible balancing service rendered by Egan Hub to Customer under this rate schedule shall consist of the injection, storage, and withdrawal and delivery of quantities of Gas in order to manage imbalances created by Customer under rate schedules set forth in this FERC Gas Tariff. Service under this rate schedule includes:

- (a) The daily receipt and injection of Customer's Gas per Customer's nomination which is in excess of the quantity of Gas delivered to any Point(s) of Delivery per Customer's nomination under rate schedules set

forth in this FERC Gas Tariff, provided that (i) all higher priority service nominations for injection have been satisfied, (ii) Customer has Storage Capacity available, and (iii) Customer delivers the nominated quantity, plus Fuel Reimbursement, to the Point(s) of Receipt located on Egan Hub's system.

- (b) The storage of Gas in amounts up to the Maximum Balance Quantity set forth in Exhibit B to Customer's Hub Services Agreement, provided that all higher priority service storage and system needs have been satisfied; or
- (c) The daily withdrawal and delivery of Egan Hub's or Customer's Gas per Customer's nomination to the Point(s) of Delivery located on Egan Hub's system which is in excess of the quantity of Gas received by Egan Hub at any Point(s) of Receipt per Customer's nomination under rate schedules set forth in this FERC Gas Tariff, provided that (i) all higher priority service nominations for withdrawal and system needs have been satisfied, and (ii) Customer or Egan Hub has sufficient Gas Stored in Interruptible Storage Inventory.

- 2.3 To the extent Interruptible storage capacity or Gas which is being utilized by a Customer pursuant to this rate schedule is needed by Egan Hub in order to satisfy Egan Hub's obligations to firm FSS Customers and/or secondary firm SSS Customers, Egan Hub shall require Customer to withdraw or return all, or any portion of, the IBS Gas quantities held or loaned by Egan Hub for the account of Customer as specified by Egan Hub. Egan Hub's notice to Customer may be given verbally, but shall be confirmed in writing via e-mail to Customer. Such notice shall specify the quantity required to be withdrawn or returned and the date by which the withdrawal or return must be completed. Unless Egan Hub otherwise agrees, Customer shall be required to make ratable injections or withdrawals. If Customer fails to withdraw such IBS storage Gas, then Egan Hub may take, free and clear of any adverse claims, title to such IBS Storage Inventory as Customer was instructed, but failed, to withdraw. If Customer fails to inject such IBS storage Gas, then Egan Hub may purchase replacement Gas and Customer shall pay Egan Hub the cost of the replacement Gas, which includes the actual cost of replacement supplies and any costs or penalties incurred by Egan Hub or its Customers as a result of Customer's failure to deliver replacement Gas, plus all other costs incurred by Egan Hub to secure such replacement Gas, including, but not limited to, third-party marketing fees, transportation by third-party pipeline companies, and all other costs for securing replacement Gas. In the event that Egan Hub retains and takes title to any of Customer's Gas pursuant to this Section 2.3, Egan Hub shall dispose of such Gas by auction in accordance with Section 33 of the General Terms and Conditions of this FERC Gas Tariff and shall remit to Customer the proceeds received from such auction less Interruptible Balancing Charges for the period from the first day following the date on which Customer was required to complete the withdrawal until the Gas is sold to the

highest bidder and any applicable Fuel Reimbursement charges, Interruptible Balancing Withdrawal Charges and any administrative costs incurred by Egan Hub to conduct the auction. Such Interruptible Balancing Charges shall be calculated by multiplying the Interruptible Balancing Charge rate in effect on the required withdrawal date by the quantity of Gas sold at auction.

### 3. RATES AND CHARGES

The rates and charges paid by Customer for balancing service under this rate schedule shall include the applicable balancing rate components set forth in the IBS Rate Statement and as described below:

- (a) Interruptible Balancing Charge. A charge, as set forth in Exhibit B of Customer's Hub Services Agreement, applicable to the quantity of Gas Stored in Egan Hub's facilities under this rate schedule.
- (b) Interruptible Balancing Injection Charge. A charge, as set forth in Exhibit B of Customer's Hub Services Agreement, applicable to the quantity injected for Customer's account into Egan Hub's facilities pursuant to Section 2.2(a) of this rate schedule.
- (c) Interruptible Balancing Withdrawal Charge. A charge, as set forth in Exhibit B of Customer's Hub Services Agreement, applicable to the quantity withdrawn for Customer's account from Egan Hub's facilities pursuant to Section 2.2(c) of this rate schedule.
- (d) Fuel Reimbursement. The amount of Gas for fuel and losses to be reimbursed by Customer in kind or in dollars per Dth, on a daily or a monthly basis, as applicable, as determined pursuant to Section 19 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Exhibit B of Customer's Hub Services Agreement.
- (e) Regulatory Fees and Charges. Customer shall reimburse Egan Hub for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this rate schedule, as set forth in Customer's Hub Services Agreement.
- (f) Taxes. Customer shall reimburse Egan Hub for all applicable taxes as may be assessed Egan Hub, as set forth in Customer's Hub Services Agreement.

### 4. INVOICE

The invoice for Interruptible balancing service shall reflect the applicable charges set forth under Section 3 of this rate schedule at rates and terms set forth in Exhibit B of Customer's Hub Services Agreement.

5. TERM

The term for service under this rate schedule shall be as set forth in Exhibit B of Customer's Hub Services Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

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

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

7. CURTAILMENT

If, due to any cause whatsoever, Egan Hub's capability to receive, store or deliver quantities is impaired so that Egan Hub is unable to receive, store or deliver on any Gas Day the quantities provided for in Exhibit B of the Hub Services Agreement with Customers, then interruptible balancing capacity, withdrawals, and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

8. EXPIRATION OF TERM

Prior to the end of the term of the applicable Exhibit B of Customer's Hub Services Agreement, Customer must either physically withdraw the Gas or indicate to Egan Hub in writing that it desires to have Egan Hub cash out the Gas on mutually agreeable terms. If, by the end of the Gas Day that is the last Gas Day of the term of Exhibit B of Customer's Hub Services Agreement, Customer neither has withdrawn the Gas nor indicated in writing to Egan Hub that it desires to exercise the cash out option, then Egan

Hub may take, free and clear of any adverse claims, title to such IBS balance quantity as Customer was required, but failed, to withdraw or cash out; provided, however, that only those quantities not withdrawn or cashed out on mutually agreeable terms shall become the property of Egan Hub, free and clear of any adverse claims.

If Customer was unable to withdraw its IBS balance quantity due to an interruption of Customer's withdrawal service during the last ten (10) Days before termination, Customer shall be allowed one extra Day following the end of the term of the applicable Exhibit B of Customer's Hub Services Agreement for each Day of the interruption of Customer's withdrawal service, or such other time period as agreed upon by Egan Hub and Customer, to withdraw its Gas.

In the event that Egan Hub retains and takes title to any of Customer's Gas pursuant to this Section 8, Egan Hub shall dispose of such Gas by auction in accordance with the provisions of Section 33.1 of the General Terms and Conditions of this FERC Gas Tariff and shall remit to Customer the proceeds received from such auction less Interruptible Balancing Charges for the period from the first day following the termination date until the inventory is sold to the highest bidder and any applicable Fuel Reimbursement charges, Interruptible Balancing Withdrawal Charges and any administrative costs incurred by Egan Hub to conduct the auction. Such Interruptible Balancing Charges shall be calculated by multiplying the Interruptible Balancing Charge rate in effect on the termination date of the applicable Exhibit B to Customer's Hub Services Agreement by the quantity of Gas sold at auction.

## 9. GENERAL TERMS AND CONDITIONS

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



SS RATE SCHEDULE  
SALES SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party for the purchase of Gas from Egan Hub upon the execution of a Service Agreement appropriate for service under this Rate Schedule. Such Service Agreement shall be substantially in the form contained in Egan Hub's FERC Gas Tariff of which this SS Rate Schedule is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to Gas sold by Egan Hub to Customer.

2.2 Gas shall be sold to Customer by Egan Hub only at Point(s) of Receipt on Egan Hub's system.

3. RATES

Customer shall pay Egan Hub under this Rate Schedule a rate to be negotiated between Customer and Egan Hub.

4. DAILY CONTRACT VOLUMES

Daily contract volumes shall be specified in each Service Agreement executed between Egan Hub and Customer.

5. TERM

Egan Hub's obligation to provide service under this Rate Schedule shall terminate upon the expiration of the Service Agreement.

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Egan Hub's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provisions herein.

## GENERAL TERMS AND CONDITIONS

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1. INTRODUCTORY STATEMENT

Except where expressly stated otherwise, the General Terms and Conditions of Egan Hub's currently effective FERC Gas Tariff shall apply to all services rendered by Egan Hub under any service agreement, including, but not limited to, service under the FSS, SSS, EPS, ELS, IPS, IWS, ILS, IBTS, IBS and SS Rate Schedules.

## 2. DEFINITIONS

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

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

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

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

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

"Customer" means the party that executes a service agreement with Egan Hub.

"Customer's Stored Gas" or "Gas Stored" means the quantity of Gas (stated in Dth) stored by Egan Hub for Customer's account.

"Customer's Transporter" means the interconnected pipeline delivering Customer's Gas to the Point of Receipt or the interconnected pipeline receiving Customer's Gas at the Point of Delivery.

"Day" or "Gas Day" means a period of twenty-four (24) consecutive hours, beginning and ending at 9:00 a.m. (Central clock time).

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

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

"Elapsed-Prorated-Scheduled Quantity" shall mean that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the Intra-day Nomination

being confirmed, based upon a cumulative uniform hourly quantity for each nomination period affected.

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

"Firm Storage Service Agreement" means an agreement for service provided pursuant to Rate Schedule FSS.

"Fuel Reimbursement" shall have the meaning set forth in Section 19 of the General Terms and Conditions of this FERC Gas Tariff.

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

"Hub Services Agreement" means an agreement for service provided pursuant to Rate Schedules EPS, ELS, IPS, IWS, ILS, IBTS and/or IBS.

"Internet Web site" means Egan Hub's HTML site accessible via the Internet's World Wide Web and located at <http://www.link.spectraenergy.com>.

"Interruptible" means that the park, wheeling, loan, imbalance trading, or balancing service is subject to interruption at any time by Egan Hub. A Customer may be required to withdraw Gas held in storage pursuant to Exhibit B of Customer's Hub Services Agreement, or provide Gas to Egan Hub, should such capacity or quantities be required by a higher priority service.

"Intra-day Nomination" means a nomination submitted after the nomination deadline whose effective time is no earlier than the beginning of the Gas Day and runs through the end of that Gas Day.

"Loan Balance" means the quantity of Gas, expressed in Dth, that Egan Hub has loaned to Customer.

"Maximum Balance Quantity" means the maximum quantity of Gas, expressed in Dth, that Customer is permitted to have in storage pursuant to Rate Schedule IBS in Egan Hub's facilities located in Acadia Parish, Louisiana, at any given time as specified in Exhibit B of Customer's Hub Services Agreement.

"Maximum Daily Delivery Quantity" or "MDDQ" means the maximum quantity of Gas, expressed in Dth, specified in Exhibit B of Customer's Firm Storage Service Agreement, Exhibit B of Customer's Secondary Firm Storage Service Agreement or Exhibit B of Customer's Hub Services Agreement, as applicable, that Customer may nominate and that

Egan Hub shall deliver at a Point of Delivery located on its header system each Day at constant hourly rates of flow over the course of such Day.

"Maximum Daily Injection Quantity" or "MDIQ" means the maximum quantity of Gas, expressed in Dth, specified in Exhibit B of Customer's Firm Storage Service Agreement, Exhibit B of Customer's Secondary Firm Storage Service Agreement or Exhibit B of Customer's Hub Services Agreement, as applicable, that Customer may nominate and that Egan Hub shall receive at all Point(s) of Receipt located on its header system for injection into storage each Day at constant hourly rates of flow over the course of such Day.

"Maximum Daily Receipt Quantity" or "MDRQ" means the maximum quantity of Gas, expressed in Dth specified in Exhibit B of Customer's Firm Storage Service Agreement, Exhibit B of Customer's Secondary Firm Storage Service Agreement or Exhibit B of Customer's Hub Services Agreement, as applicable, that Customer may nominate and that Egan Hub shall receive at each Point of Receipt located on its header system each Day at constant hourly rates of flow over the course of such Day.

"Maximum Daily Wheeling Quantity" or "MDWhQ" means the maximum quantity of Gas, expressed in Dth, specified in Exhibit B of Customer's Hub Services Agreement that Customer may nominate and that Egan Hub shall wheel from a Point of Receipt to a Point of Delivery located on Egan Hub's system each Day each Day at constant hourly rates of flow over the course of such Day.

"Maximum Daily Withdrawal Quantity" or "MDWQ" means the maximum quantity of Gas, expressed in Dth, specified in Exhibit B of Customer's Firm Storage Service Agreement, Exhibit B of Customer's Secondary Firm Storage Service Agreement and/or Exhibit B of Customer's Hub Services Agreement, as applicable, that Customer may nominate and that Egan Hub shall withdraw from storage and tender to Customer at all Point(s) of Delivery located on Egan Hub's system each Day at constant hourly rates of flow over the course of such Day.

"Maximum Loan Quantity" means the maximum quantity of Gas, expressed in Dth, that Customer may nominate and borrow from Egan Hub at Egan Hub's facilities located in Acadia Parish, Louisiana, as specified in Exhibit B of Customer's Hub Services Agreement.

"Maximum Park Quantity" means the maximum quantity of Gas, expressed in Dth, that Customer may nominate and park in Egan Hub's facilities located in Acadia Parish, Louisiana, at any given time as specified in Exhibit B of Customer's Hub Services Agreement.

"Maximum Storage Quantity" or "MSQ" means the maximum quantity of Gas, expressed in Dth, that Customer may nominate and store in Egan Hub's facilities located in Acadia Parish, Louisiana, at any given time as specified in Exhibit B of Customer's Firm Storage

Service Agreement, Exhibit B of Customer's Secondary Firm Storage Service Agreement or Exhibit B of Customer's Hub Services Agreement, as applicable.

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

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

"Park Balance" means the quantity of Gas, expressed in Dth, parked in Egan Hub's storage facilities for Customer's account.

"Point(s) of Delivery" means the point or points located on Egan Hub's system in Acadia Parish, Louisiana specified in Exhibit B of Customer's Firm Storage Service Agreement, Exhibit B of Customer's Secondary Firm Storage Service Agreement or Exhibit B of Customer's Hub Services Agreement, as applicable, at which Egan Hub shall tender Gas to Customer.

"Point(s) of Receipt" means the point or points specified located on Egan Hub's system in Acadia Parish, Louisiana in Exhibit B of Customer's Firm Storage Service Agreement, Exhibit B of Customer's Secondary Firm Storage Service Agreement or Exhibit B of Customer's Hub Services Agreement, as applicable, at which Egan Hub shall receive Gas from Customer.

"Psig" means pounds per square inch gauge.

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

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

"Secondary Firm Storage Service Agreement" means an agreement for service provided pursuant to Rate Schedule SSS.

"Storage Inventory" means the quantity of Gas, expressed in Dth, stored in Egan Hub's storage facilities for Customer's account.

"Title Transfer" shall mean the change of title to Gas between parties and/or executed service agreements at a location.

"Title Transfer Tracking" shall mean the process of accounting for the progression of title changes from party to party that does not effect a physical transfer of the Gas.

"Title Transfer Tracking Service Provider" shall mean a party conducting the Title Transfer Tracking activity.



### 3. CONTRACTING FOR SERVICE

#### 3.1 Information.

- (a) Any person may request information on pricing, terms of service or capacity availability by contacting Egan Hub at the following:

Egan Hub Storage, LLC  
5400 Westheimer Court  
Houston, Texas 77056-5310  
Attn: Spectra Energy Transmission Marketing Department  
Telephone: 1-800-827-LINK, or in Houston, 713-989-LINK

- (b) A list of telephone numbers for Egan Hub's gas dispatch and control personnel, who are available 24-hours a Day, will be posted on the Internet Web site.

- 3.2 Request for Service. Any Customer or potential Customer desiring to (i) obtain firm or Interruptible service, (ii) request an amendment to existing service outside of an open season, or (iii) request a park, loan, wheel, imbalance trade or balancing transaction must be a LINK® System User pursuant to Section 32 of these General Terms and Conditions and must submit a request for service electronically via the LINK® System. Requests to amend existing service that will affect a Customer's financial obligations to Egan Hub are referred to as Billing Amendments. Requests to amend existing service that will not affect a Customer's financial obligations to Egan Hub are referred to as Non-Billing Amendments. Egan Hub shall evaluate and respond to such request within five Business Days of its receipt. If Egan Hub and such Customer mutually agree to the rates Customer will pay for service, Egan Hub shall, subject to credit approval and execution of a service agreement, endeavor to provide service within the time specified in the written request. The request for service shall be considered complete only if the information specified in Sections 3.3 through 3.5 is submitted to Egan Hub. If Egan Hub rejects any request for service, Egan Hub shall notify Customer via e-mail of its reason(s) for such rejection.

#### 3.3 Information Requirements.

- (a) Each request for service shall contain the information identified on the Request for Service Information List posted on Egan Hub's Internet Web site, as such list may be amended from time to time.
- (b) A Customer or potential Customer requesting new service or an amendment to existing service shall also provide the following to Egan Hub:

- (1) Either at the time of the request for new service or an amendment to existing service is submitted to Egan Hub or at the time of execution of the service agreement, such other information (if any), in writing, as may be required to comply with regulatory reporting or filing requirements; and
  - (2) Within ten (10) Business Days of the submittal of the request for new service or a request for a Billing Amendment, any credit information required to be provided pursuant to Section 3.4 below.
- (c) If Customer does not submit the information required in Section 3.3(b) above within the required timeframes, the request for service shall be considered to be null and void. In addition, Egan Hub shall reject any request for service created in the LINK® System by Customer, but not submitted to Egan Hub within ninety (90) days of Customer's creation of such request.

#### 3.4 Credit Evaluation:

- (a) Evidence of creditworthiness. Egan Hub's acceptance of a request for new service or a request resulting in a Billing Amendment under any of Egan Hub's rate schedules is contingent upon a satisfactory credit appraisal by Egan Hub. Egan Hub shall apply, on a non-discriminatory basis, consistent financial evaluation standards to determine the acceptability of Customer's overall financial condition. Egan Hub shall not use any criteria, formula, ranking system or other methodology that would give any preference or advantage to an affiliate of Egan Hub. To enable Egan Hub to conduct such credit appraisal, a Customer shall submit the following; provided, however, that submission of such material shall not be deemed acceptance of a request for service by Egan Hub, which determination shall be made by Egan Hub only after submission of the material and information set forth below and a determination by Egan Hub that Customer is sufficiently creditworthy. In the event Customer cannot provide the information required by this Section 3.4(a), Customer shall, if applicable, provide such information for its parent company.
  - (1) Customer shall provide current financial statements, annual reports, 10-K reports or other filings with regulatory agencies which discuss Customer's financial status, a list of all corporate affiliates, parent companies and subsidiaries, and any reports from credit reporting and bond rating agencies which are available. Egan Hub shall determine the acceptability of the Customer's overall financial condition;

- (2) Customer shall provide a bank reference and at least two trade references. The results of reference checks and any credit reports submitted in 3.4(g)(1) must show that Customer's obligations are being paid on a reasonably prompt basis;
  - (3) Customer shall confirm in writing that Customer is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Customer who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act but only with adequate assurance that the service billing will be paid promptly as a cost of administration under the Federal Court's jurisdiction;
  - (4) Customer shall confirm in writing that Customer is not aware of any change in business conditions which would cause a substantial deterioration in its financial condition, a condition of insolvency or the inability to exist as an ongoing business entity;
  - (5) If Customer has an on-going business relationship with Egan Hub, no delinquent balances should be outstanding for services made previously by Egan Hub and Customer must have paid its account during the past according to the established terms and not made deductions or withheld payment for claims not authorized by contract; and
  - (6) Customer shall confirm in writing that no significant collection lawsuits or judgments are outstanding which would seriously reflect upon the business entity's ability to remain solvent.
- (b) Egan Hub shall not be required to perform or to continue service under any Rate Schedule on behalf of any Customer who is or has become insolvent or who, at Egan Hub's request, fails within a reasonable period to demonstrate creditworthiness. Upon notification by Egan Hub that a Customer has failed to satisfy the credit criteria or subsequently during the term of the service agreement no longer satisfies the credit criteria, such Customer may still obtain credit approval by Egan Hub if it pays any outstanding balances due Egan Hub for service rendered or has complied with Section 14.4 of the General Terms and Conditions with regard to such balances and elects to provide one of the following security:
- (1) an advance deposit;

- (2) a standby irrevocable letter of credit, acceptable to Egan Hub, issued by a financial institution that satisfies Egan Hub's credit appraisal;
- (3) security interest in collateral found to be satisfactory to Egan Hub;  
or
- (4) a guarantee, acceptable to Egan Hub, by another person or entity which satisfies Egan Hub's credit appraisal.

Egan Hub shall provide such Customer with a written statement supporting Egan Hub's request for the security amount requested at the time such security is requested. If Egan Hub rejects the security provided by Customer in accordance with Section 3.4(b)(2)-(4) above, Egan Hub shall re-issue its request for the security and include a written explanation for the rejection of the security previously provided by Customer. For a new Customer, or a Customer requesting a Billing Amendment, such security shall be calculated as follows:

- (i) For firm or secondary firm storage service, an amount equal to the three (3) highest Months during a Contract Year or the duration of Customer's Service Agreement, whichever is shorter, worth of Reservation Charges at the rate specified in Customer's Service Agreement;
- (ii) For enhanced park and loan service and Interruptible hub service, an amount equal to fifteen (15) Days of usage per Month for three (3) Months or the duration of the Customer's Service Agreement, whichever is shorter, calculated using the applicable rate(s) agreed upon by Egan Hub and Customer, as reflected on Exhibit B to Customer's Hub Services Agreement, plus the market value of any quantities of Gas loaned to Customer pursuant to Exhibit B of Customer's executed Hub Services Agreement.
- (iii) For Capacity Release Umbrella agreements, Egan Hub will accept any collateral amount submitted by Customer in relation to the request for the capacity release umbrella agreement; however, Customer will be required to comply with all of Egan Hub's credit requirements at such time as Customer submits a bid to acquire released capacity pursuant to Section 4 of the General Terms and Conditions of this FERC Gas Tariff;

For an existing Customer, such security shall be equal to the highest three (3) Months of activity (based on usage of in-kind and loan agreements and the billed amounts for all other agreements) for all of Customer's active

service agreements during the previous twelve (12) Months. For the purposes of this section, the term "in-kind agreement" does not include Fuel Reimbursement.

With respect to a request for new service or a request resulting in a Billing Amendment, the security required by Egan Hub pursuant to this Section 3.4(b) must be received by Egan Hub within ten (10) Business Days of Egan Hub's written notification to Customer, otherwise, such request will be deemed to be null and void. With respect to an existing service agreement, Customer must tender (i) an advance payment equal to the highest Month of activity (based on usage of in-kind and loan agreements and the billed amounts for all other agreements) for all of Customer's active service agreements during the previous twelve (12) Months within five (5) Business Days of Egan Hub's notification, and (ii) the security required by this Section 3.4(b) within thirty (30) days of Egan Hub's notification. If such advance payment or security is not received within the specified time period, then Egan Hub may immediately suspend service, and may terminate Customer's service agreement(s) upon thirty (30) days' notice to Customer and the Commission.

Security in the form of an advance deposit shall accrue interest to the benefit of Customer from the date Egan Hub receives such deposit. Interest on such advance deposits shall be calculated monthly at the most recently established 91-day Treasury Bill auction rate, as published in The Wall Street Journal. Alternatively, a Customer providing security in the form of an advance deposit may deposit such security into an interest-bearing escrow account, established by Customer at Customer's expense, to which account Egan Hub shall have unrestricted access in the amount of an invoice upon presentation of an invoice for the payment of services provided to Customer.

- (c) Once every twelve (12) months, Customer shall provide Egan Hub with updated financial information in the form required in Section 3.4(a) above. In addition, if Egan Hub becomes aware that there may be a potentially material change in the financial condition of an existing Customer, Egan Hub shall require Customer to promptly resubmit all of the financial information required in Section 3.4(a) above. Egan Hub shall re-evaluate Customer's creditworthiness based upon the updated information provided by Customer pursuant to Section 3.4(a) above. If Customer's credit standing ceases to meet Egan Hub's credit requirements at any time during the period of service, then Egan Hub has the right to require security as specified in Section 3.4(b) above. If the credit standing of any entity issuing a letter of credit and/or guaranty in support of Customer's obligations ceases to meet Egan Hub's credit appraisal at any time during the period of service, then Egan Hub has the right to require Customer to

provide replacement security that satisfies the requirements of Section 3.4(b) above.

- (d) In the event any information provided by Customer pursuant to Sections 3.3 and 3.4 with respect to a request for new service or a request that would result in a Billing Amendment materially changes prior to execution of the new service agreement or Billing Amendment, as applicable, or Customer learns that such information may materially change prior to execution of the service agreement or Billing Amendment, as applicable, Customer shall be obligated to provide written notice of such material changes to Egan Hub. Egan Hub shall require Customer to resubmit all of the financial information required in this Section 3.4 within ten (10) Business Days of the identification of the material change. If such updated financial information is not received within ten (10) Business Days, the request for service will be deemed null and void. Egan Hub shall re-evaluate Customer's creditworthiness based upon the updated information provided by Customer pursuant to this Section 3.4.
- (e) For purposes herein, the insolvency of a Customer shall be conclusively demonstrated by the filing by Customer or any parent entity thereof (hereinafter collectively referred to as "the Customer") of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction in the premises adjudging the Customer bankrupt or insolvent, or approving, as properly filed, a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Customer under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Customer or of any substantial part of its property, or the ordering of the winding-up or liquidation of its affairs, with said order or decree continuing unstayed and in effect for a period of sixty (60) consecutive days.

### 3.5 Additional Information

- (a) Customer shall also promptly provide the credit information specified in Section 3.4 above.
- (b) After receipt of a request for service, Egan Hub may require that Customer furnish additional information as a prerequisite to Egan Hub offering to execute a service agreement with Customer. Such information may include proof of Customer's lawful right and/or title to cause the Gas to be delivered to Egan Hub for service under this FERC Gas Tariff and of Customer's contractual or physical ability to cause such Gas to be delivered to and received from Egan Hub.

- (c) Should Customer desire Egan Hub to provide service pursuant to Section 311 of the Natural Gas Policy Act, Customer shall provide to Egan Hub a statement warranting that Customer complies with all requirements for receiving service pursuant to Section 311 and the FERC's regulations thereunder, including, but not limited to, compliance with the "on-behalf-of" requirement then in effect.
- (d) Customer is required to provide to Egan Hub such other information if required in order to enable Egan Hub to comply with any FERC reporting or other requirements.

### 3.6 Execution of Service Agreements and Amendments.

- (a) A service agreement and/or an amendment to an existing service agreement shall be executed, as specified in this Section 3.6, by Customer and Egan Hub following the completion of the open season process pursuant to Section 3.8 below and/or the completion of the approval process for capacity sold on a first-come, first-served basis pursuant to Section 3.9 below.
- (b) All Hub Services Agreements, all amendments to Hub Services Agreements, all Exhibit(s) B to Customer's Hub Services Agreement for wheeling transactions, all Exhibit(s) B to Customer's Hub Services Agreement for park, loan, imbalance trade and balancing transactions with a transaction term of one (1) year or less, all firm Service Agreements with a term of one (1) year or less and all amendments to firm Service Agreements with a term of one (1) year or less shall be executed electronically via the LINK® System by Customer and Egan Hub; any agreement that is executed in full utilizing electronic transmission through the LINK® System is a valid and enforceable contract that is binding on all parties. All Exhibit(s) B to Customer's Hub Services Agreement for park, loan, imbalance trade and balancing transactions with a transaction term of more than one (1) year, all firm Service Agreements with a term of more than one (1) year and all amendments to firm Service Agreements with a term of more than one (1) year shall be executed in writing by Customer and Egan Hub. A Service Agreement shall be executed and returned to Egan Hub within fifteen (15) days of the tender of a service agreement by Egan Hub. If Customer fails to execute the agreement as tendered within fifteen (15) consecutive days from the date the agreement is received by Customer, the service agreement and the corresponding request for service shall be considered null and void.
- (c) For each of Egan Hub's firm rate schedules, the service agreement executed in writing or electronically via the LINK® System, as applicable, by Customer and Egan Hub, the Exhibit(s) executed by Customer and

Egan Hub, the applicable rate schedule, and the General Terms and Conditions of this FERC Gas Tariff will comprise the entire Firm Storage Service Agreement or Secondary Firm Storage Service Agreement, as applicable, between Customer and Egan Hub.

- (d) For each of Egan Hub's enhanced and Interruptible rate schedules, the service agreement executed in writing or electronically via the LINK® System, as applicable, the Exhibit(s) executed by Customer and Egan Hub, the applicable rate schedule and the General Terms and Conditions of this FERC Gas Tariff will comprise the entire enhanced or Interruptible service agreement, as applicable, between Customer and Egan Hub.

3.7 Sale of Capacity. Upon the availability of new storage capacity resulting from an expansion of Egan Hub's facilities, Egan Hub shall sell such capacity to prospective Customers either via the open season procedures described in Section 3.8 below or via the first-come, first-served procedures described in Section 3.9 below, with the selection of the procedures being at Egan Hub's sole option.

3.8 Open Season.

- (a) Notice of open season. If Egan Hub elects to conduct an open season pursuant to Section 3.7 above or if an open season is required pursuant to Section 8 of Rate Schedule FSS and/or SSS, Egan Hub shall post notice of the open season on its Internet Web site. Such notice shall set forth when the open season begins and ends, the type of service being offered, how and where interested parties may submit requests for service, the criteria that will be used to evaluate bids ("Bid Evaluation Procedures"), and additional details about the open season.
- (b) Duration. An open season held pursuant to Section 3.8(a) shall be held for a period of not less than five (5) Business Days. An open season for storage capacity held pursuant to Section 8 of Rate Schedule FSS and/or SSS shall be held for a period of thirty (30) days, as specified in Section 8.2(b) of such rate schedules. During this time, Egan Hub will accept bids from potential Customers for the service identified in the notice of the open season.
- (c) At the conclusion of the open season, the value of each submitted bid will be determined according to the Bid Evaluation Procedures. Egan Hub reserves the right to reject any bid which (i) may detrimentally impact the operational integrity of Egan Hub's facility, (ii) yields an economic value that is unacceptable to Egan Hub, (iii) does not satisfy all of the terms of a specific open season, (iv) does not contain all of the required information specified in the notice of the open season, and (v) contains terms and conditions other than those contained in this FERC Gas Tariff. In



addition, Egan Hub reserves the right to reject any bid submitted by a potential Customer that does not meet Egan Hub's creditworthiness requirements set forth in Section 3.4 of the General Terms and Conditions. If Egan Hub rejects any request for available capacity posted pursuant to this Section 3.8, Egan Hub will notify the potential Customer that submitted the rejected bid of the reason(s) for such rejection via e-mail.

- (d) During the allocation process at the conclusion of an open season, storage capacity will be allocated to the acceptable bid(s) in accordance with the Bid Evaluation Procedures.
- (e) [Reserved for Future Use]
- (f) Execution of agreements. A Customer allocated storage capacity in an open season shall be required to execute a service agreement(s) for firm service pursuant to the requirements of Section 3.6 of these General Terms and Conditions.

### 3.9 Allocation of Available Firm Storage Capacity.

- (a) Firm storage capacity that is or becomes available in Egan Hub's facilities shall be posted on Egan Hub's Internet Web site pursuant to Section 284.13(d)(1) of the Commission's regulations and shall be allocated on a first-come, first-served basis to the first party offering to pay a rate for service that Egan Hub finds acceptable, provided that such capacity is not subject to the right of first refusal provisions specified in Section 8 of Rate Schedule FSS and/or SSS. Alternatively, in lieu of a first-come, first-served method of capacity allocation, Egan Hub may, from time to time, elect to sell such capacity by conducting an open season pursuant to Section 3.8 above. From time to time, Egan Hub may negotiate with Customers for prearranged storage service for a future period or for interim service.
- (b) Egan Hub will post information regarding available storage capacity on its Internet Web site before it provides such information to any potential Customer.
- (c) Egan Hub shall have all necessary abandonment authorizations under the Natural Gas Act upon (1) the expiration of the contractual term, (2) the partial reduction of service levels pursuant to either any contractual right for such reduction or a right of first refusal pursuant to Section 8 of Rate Schedules FSS and SSS, or (3) termination of the service agreement by either Egan Hub or Customer.

- 3.10 Complaints. Complaints regarding service pursuant to any of the rate schedules set forth in this FERC Gas Tariff shall be communicated to Egan Hub with a designation that it is a complaint regarding service. Such complaint shall contain a clear and complete statement of the nature and basis of the complaint and identification of the service request (if applicable), together with supporting documentation, if any. Information regarding the appropriate contact personnel shall be posted on Egan Hub's Internet Web site. Egan Hub will respond initially within forty-eight (48) hours and in writing within 30 days of receipt of the complaint advising Customer or a potential Customer of the disposition of the complaint. In the event the required date of Egan Hub's response falls on a Saturday, Sunday or a holiday that affects Egan Hub, Egan Hub shall respond by the next Business Day.
- 3.11 Extension of Service Agreements. Prior to the expiration of the term of a Firm Storage Service Agreement or a Secondary Firm Storage Service Agreement and, for those Firm Storage Service Agreements or Secondary Firm Storage Service Agreements that include either a contractual or a regulatory right of first refusal, prior to the receipt of an acceptable bid submitted pursuant to Section 8 of Rate Schedule FSS or SSS, Egan Hub and Customer may mutually agree to an extension of the term of the Firm Storage Service Agreement or a Secondary Firm Storage Service Agreement (the exact length of which is to be negotiated on a case-by-case basis, in a not unduly discriminatory manner).
- 3.12 Egan Hub shall not be required to perform the requested service in the event all facilities (except, and limited to, minor taps) necessary to render the requested service do not exist at the time the request for service is submitted to Egan Hub.
- 3.13 No request for service from a Point of Receipt or to a Point of Delivery shall be granted if to do so would impair Egan Hub's ability to render services pursuant to Egan Hub's firm service rate schedules.
- 3.14 Construction of Facilities. Egan Hub shall not be required to provide any requested service under any rate schedule which would require construction or acquisition by Egan Hub of new facilities, or expansion of existing facilities.
- 3.15 Materially Non-Conforming Service Agreements. The following service agreements are being listed in accordance with Section 154.112(b) of the Commission's regulations. This list of agreements will be updated to reflect new agreements containing material, non-conforming provisions, with the exception of an extension in the term of one of the agreements identified below.

<u>Customer Name</u>	<u>Applicable Designated Contract No.</u>	<u>Rate Schedule</u>	<u>Primary Term Begin Date</u>
Bear Energy LP	310401	FSS	04/01/2009
Eagle Energy Partners, I.L.P.	310408	FSS	04/01/2009
Euromin Inc	310410	FSS	04/01/2009
Euromin Inc	310411	FSS	04/01/2010
Merrill Lynch Commodities, Inc.	310399	FSS	04/01/2009
Oneok Energy Services Company, L.P.	310402	FSS	04/01/2009

#### 4. CAPACITY RELEASE

Any Customer under Rate Schedule FSS or SSS may seek to release to others any or all of its firm or secondary firm service entitlements on a full Day or a partial Day basis, on a permanent or a temporary basis, and on a recallable or non-recallable basis, subject to the procedures set forth in this Section 4.

4.1 Notice of Offer. A Customer offering to release firm or secondary firm service entitlements shall notify Egan Hub via the LINK® System of the terms of its offer by the posting deadline as determined pursuant to Section 4.3 herein. Egan Hub will display this information on the LINK® System. The Customer may propose a prearranged designated Replacement Customer ("Prearranged Customer") to which the capacity would be released. Offers shall be binding unless written or electronic notice of withdrawal is received by Egan Hub prior to the close of the applicable bid period; provided, however, such withdrawal shall only be valid if such Customer has an unanticipated requirement for such capacity and no minimum bid has been made. The notice must contain the reason for withdrawal which Egan Hub shall post on the LINK® System. Any contingencies or special terms and conditions included in the offer to release capacity shall not be contrary to any applicable provision of this FERC Gas Tariff. The offer shall contain the following minimum information:

- (a) Customer's legal name and the name of the individual who has authorized the offer to release;
- (b) Egan Hub's service agreement number;
- (c) A description of the capacity to be released. The release quantity shall be expressed as a numeric quantity only.

The offer must state the Maximum Storage Quantity, the Maximum Daily Receipt Quantity, the Maximum Daily Delivery Quantity, the Maximum Daily Injection Quantity, and the Maximum Daily Withdrawal Quantity and the associated Point(s) of Receipt and Point(s) of Delivery, subject to the proposed release, and subject to the daily quantity limitations described in Section 4.2 below;

- (d) The proposed effective date and term of the release;
- (e) The identity of any Prearranged Customer;
- (f) For biddable releases, the method to be applied in evaluating bids, allocating capacity and breaking ties, as described in Section 4.6 below; provided, however, if the Releasing Customer specifies a bid evaluation

methodology other than the standard methods of highest rate, net revenue or present value, such alternative bid evaluation method must be set forth with sufficient specificity that Egan Hub's evaluation of the bids to determine the "best bid" is a purely ministerial matter that does not require any discretionary exercise of judgment by Egan Hub. In addition, Releasing Customer must specify the Tie Break Method that Egan Hub will apply to award capacity among multiple bids that yield the same value;

- (g) whether, to what extent, and the conditions pursuant to which capacity will be subject to recall for a full Day or a partial Day; and if recallable, (1) whether the Releasing Customer's recall notification must be provided exclusively on a Business Day, and (2) any reput methods and rights associated with returning the previously released capacity to the Replacement Customer. These rights and methods may be either: (i) reput must be accepted by the original Replacement Customer for the original terms of the release, or (ii) reput may be accepted at the option of the original Replacement Customer for the original terms of the release;
- (h) whether bids on a volumetric rate basis may be submitted, and, if so, the method for evaluating any such bids, and any other special conditions;
- (i) whether contingent bids may be submitted, and, if so, the date by which each contingent bidder will be required to satisfy or eliminate the contingency if Releasing Customer elects to allow the bidder additional time beyond the time period specified in Section 4.3(a) to satisfy or eliminate the contingency;
- (j) any extensions of the minimum posting/bid periods;
- (k) whether Releasing Customer desires to utilize the first-come, first-served option for short-term releases described in Section 4.6 below and any minimum terms applicable thereto;
- (l) other special terms and conditions Customer imposes on the release of its capacity, including, but not limited to, minimum rates, term and quantity Releasing Customer may elect not to reveal minimum conditions to anyone other than Egan Hub;
- (m) whether to specify dollars and cents or percents of maximum tariff rate in the denomination of bids. All transportation service providers should support this. Once the choice is made, the bids shall comport with the choice;

- (n) for purposes of bidding and awarding, maximum/minimum rates specified by the Releasing Customer shall include the tariff reservation rate and all demand surcharges, as a total number or as stated separately;
- (o) whether the release is on a permanent or a temporary basis;
- (p) an e-mail address for the Releasing Customer contact person. It is the Releasing Customer's responsibility to update e-mail address information provided to Egan Hub as necessary.
- (q) the recall notification period(s), as identified in Section 4.13(e) below, that will be available for use by the parties;
- (r) whether the Releasing Customer will allow the Replacement or Prearranged Customer to amend the Point(s) of Receipt and/or Point(s) of Delivery after the capacity is awarded;
- (s) whether the Prearranged Customer is affiliated with the Releasing Customer;
- (t) whether the Releasing Customer will allow the Replacement or Prearranged Customer to re-release the capacity acquired from the Releasing Customer; and
- (u) whether the proposed release is to an asset manager as part of an asset management arrangement as defined in Section 284.8(h)(3) of the Commission's regulations, or to a marketer participating in a state-mandated retail access program as defined in Section 284.8(h)(4) of the Commission's regulations, and, if the proposed release is part of an asset management arrangement, the volumetric level of the asset manager's delivery or purchase obligation and the time period during which that obligation is in effect.

In addition, Releasing Customer's offer to release capacity may include conditions concerning the sale and/or repurchase of gas in Storage Inventory outside of the context of an asset management arrangement as defined in Section 284.8(h)(3) of the Commission's regulations as well as further negotiated terms and conditions related to the commodity portion of the transaction.

#### 4.2 Intraday Release Quantity

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

- (i) the quantity contained in the offer submitted by the Releasing Customer; or
- (ii) a quantity equal to 1/24 th of the Releasing Customer's MDDQ, MDIQ, MDRQ and MDWQ for the contract to be released multiplied by the number of hours between the effective time of the release and the end of the Gas Day.

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

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

- 4.3 Posting and Bidding Timeline. For the capacity release business process timing model, only the following methodologies shall be supported by Egan Hub and provided to Releasing Customers as choices from which they may select and, once chosen, shall be used in determining the awards from the bid(s) submitted. They are: 1) highest rate, 2) net revenue and 3) present value. Other choices of bid evaluation methodology (including other Releasing Customer defined evaluation methodologies) can be accorded similar timeline evaluation treatment at Egan Hub's discretion. However, Egan Hub is not required to offer other choices or similar timeline treatment for other choices. Further, Egan Hub shall not be held to the timeline specified in Sections 4.3(a) and 4.3(b) below should the Releasing Shipper elect another method of evaluation; the timeline specified in Section 4.3(c) below shall apply. The proposed duration of Customer's release determines the minimum bid period for the Customer's offer pursuant to this Section 4. The Capacity Release timeline is applicable to all parties involved in the Capacity Release process; however, it is only applicable if (i) all information provided by the parties to the transaction is valid and the Replacement Customer has been determined to be credit worthy before the capacity release bid is tendered and (ii) there are no special terms or conditions of the release. Egan Hub shall post offers and bids, including pre-arranged deals, upon receipt; provided, however, offers and bids must be complete before posting. Only posted offers and bids will be available electronically. If a Releasing Customer requests a later posting time, Egan Hub shall support such request insofar as it comports with the standard timeline. A Releasing Customer cannot specify an extension of the original bid period or the pre-arranged deal match period without posting a new release.

The Capacity Release timeline is as follows:

- (a) For standard releases of one (1) year or less:
  - Offers shall be tendered by 12:00 p.m. CT on a Business Day;

- The bid period shall end at 1:00 p.m. CT on the same Business Day or at 1:00 p.m. CT on any subsequent Business Day as specified in Releasing Customer's offer, whichever is elected by Releasing Customer;
- Evaluation period begins at 1:00 p.m. CT on the day the bid period ends, during which contingency is eliminated, determination of best bid is made, and ties are broken;
- Evaluation period ends and award is posted if no match is required at 2:00 p.m. CT the same day;
- If the Prearranged Customer's bid is not the "best bid", Egan Hub shall allow such Prearranged Customer a Matching Period of thirty (30) minutes from 2:00 P.M. CT until 2:30 P.M. CT on the day the Bid Period ends, or such later time as specified in the Releasing Customer's offer, to determine whether to match the "best bid" and to notify Egan Hub of its decision.
- If a match is required, the award will be posted by 3:00 p.m. CT.

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

- (b) For standard releases of more than one year:
- Offers shall be tendered by 12:00 p.m. CT four Business Days before the award;
  - The bid period shall end at 1:00 p.m. CT on the day before timely nominations are due (open season is three Business Days) or at 1:00 p.m. CT on any subsequent Business Day as specified in Releasing Customer's offer, whichever is elected by Releasing Customer;
  - Evaluation period begins at 1:00 p.m. CT on the day the bid period ends, during which contingency is eliminated, determination of best bid is made, and ties are broken;
  - Evaluation period ends and award is posted if no match is required at 2:00 p.m. CT the same day;
  - If the Prearranged Customer's bid is not the "best bid", Egan Hub shall allow such Prearranged Customer a Matching Period of thirty (30) minutes from 2:00 P.M. CT until 2:30 P.M. CT on the day the Bid Period ends, or such later time as specified in the Releasing Customer's offer, to determine whether to match the "best bid" and to notify Egan Hub of its decision.



- If a match is required, the award will be posted by 3:00 p.m. CT.

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

(c) Timeline for non-standard releases

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

(d) Releases Not Subject to Bidding

(1) A proposed capacity release with a term of thirty-one (31) Days or less for which Customer has obtained a Prearranged Customer and Customer elects not to post such proposed capacity releases for bidding pursuant to Section 4.3, any release to an asset manager (as defined in Section 284.8(h)(3) of the Commission's regulations), or any release to a marketer participating in a state-mandated retail access program (as defined in Section 284.8(h)(4) of the Commission's regulations) shall not be subject to the competitive bidding requirements of Section 4.3(c), but shall be subject to all other provisions of this Section 4. For releases that become effective on or after July 30, 2008, with the exception of releases to an asset manager or to a marketer participating in a state-mandated retail access program, any release with a term that is greater than thirty-one (31) days must be posted for bidding. Customer shall notify Egan Hub of such non-biddable release by providing the information pursuant to Section 4.1, which information will be posted on the LINK® System as required by Section 4.5.

(2) The standard timelines applicable to prearranged capacity releases that are not subject to the competitive bidding requirements are as follows:

Timely Cycle:

Posting of prearranged deals not subject to bid are due by 10:30 a.m. CCT.

Evening Cycle:

Posting of prearranged deals not subject to bid are due by 5:00 p.m. CCT.

Intraday 1 Cycle:

Posting of prearranged deals not subject to bid are due by 9:00 a.m. CCT.

Intraday 2 Cycle:

Posting of prearranged deals not subject to bid are due by 4:00 p.m. CCT.

Prior to the nomination deadline for the chosen cycle for the begin date specified in the Releasing Customer's offer to release capacity, the Prearranged Customer must initiate confirmation of prearranged deals electronically via the LINK® System. Egan Hub will issue a contract within one hour of notification of the release (with a new contract number, when applicable).

Nominations for Gas flow are possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Section 8 of the General Terms and Conditions; however, in no circumstance will Gas flow prior to the effective date of the release as specified in Releasing Customer's offer.

- (3) Notwithstanding the standard timelines specified in Sections 4.3(a), 4.3(b) and 4.3(c) above, Egan Hub shall support a process to allow the Releasing Customer and the Prearranged Customer to create and finalize prearranged non-biddable capacity release transactions to be effective for a given Gas Day at any time prior to 7:00 a.m. CCT on the calendar day on which that Gas Day ends.

- 4.4 Pre-arranged Releases. Customer may designate an entity (a "Prearranged Customer") to which it has agreed to release the capacity upon specified terms and conditions. Customer's offer to release under such a pre-arranged transaction shall be subject to the prior posting and bidding procedures described in Sections 4.5 and 4.6, herein, with the Prearranged Customer being given a right to match the best bid submitted during the bid period. If a proposed transaction with a Prearranged Customer is for a period of 31 Days or less, the Releasing Customer

shall provide notice to Egan Hub in accordance with this section and may implement the release without complying with such prior posting and bidding procedures; provided, however, when a release of capacity for a period of thirty-one (31) days or less is not subject to the bidding requirements under this Section 4.3, a Releasing Customer may not rollover, extend, or in any way continue the capacity release to the same Replacement Customer which utilizes the same capacity or overlaps such capacity using the thirty-one (31) Days or less bidding exemption described in Section 4.3(d)(1) above until twenty-eight (28) days after the first release period has ended. The twenty-eight (28) Day hiatus does not apply to any re-release to the same Replacement Customer that is posted for bidding or that qualifies for any of the other exemptions from bidding described in Section 4.3(d)(1) above. Notice of such exempted releases shall be posted on the LINK® System in accordance with Section 4.3 herein.

- 4.5 Posting. Following receipt of a notice of offer to release capacity which satisfies the requirements set forth in this section, Egan Hub will display such information on the LINK® System in accordance with the timeline set forth in Section 4.3 herein; however, Egan Hub shall not post any minimum conditions that Releasing Customer has elected not to disclose. Egan Hub shall also post offers to purchase capacity from those who desire current Customers to release capacity upon receipt of the applicable information as set forth in Section 4.17 below.
- 4.6 Bidding and Selection of Replacement Customer. All bids must contain the applicable information required in this section. If Releasing Customer desires to solicit bids for releases of 31 Days or less, it may direct Egan Hub to post notice of the availability of such capacity and, in lieu of permitting bids during the otherwise applicable posting period, award the capacity to the bidder which submits first in time a valid bid meeting any minimum terms specified by the Releasing Customer. Any bid submitted by a Replacement Customer shall include an e-mail address for at least one contact person, and it is the Replacement Customer's responsibility to update e-mail address information provided to Egan Hub, as necessary. Any contingencies included in the bid shall not be contrary to any applicable provision of this FERC Gas Tariff. A bidder may not have more than one eligible bid for the same release offer at any time. Bids shall be binding until written or electronic notice of withdrawal is received by Egan Hub before the end of the bid period. Bids cannot be withdrawn after the bid period ends. Once a bid is withdrawn, that bidder may only submit a new bid pursuant to that release offer if it is at a higher rate than the withdrawn bid. Egan Hub shall evaluate the bids in accordance with the provisions of Section 4.7 herein and shall determine the best bid in accordance with the timelines set forth in Section 4.3 herein. Egan Hub shall not award capacity release offers to the Replacement Customer until and unless the Replacement Customer meets Egan Hub's creditworthiness requirements applicable to all services that it receives from Egan Hub, including the service represented by the capacity release. Egan Hub shall notify Releasing Customer, the best bidder, and any Prearranged

Customer of such determination in accordance with the timelines set forth in Section 4.3 herein. If there is a Prearranged Customer, such Prearranged Customer may exercise its right to match such best bid by providing notice of such exercise to Egan Hub via the LINK® System in accordance with the timelines set forth in Section 4.3 herein. After the Replacement Customer is selected, Egan Hub will provide an appropriate Addendum to the Capacity Release Umbrella Agreement in the form contained in this FERC Gas Tariff to the Replacement Customer via e-mail, at which time the Replacement Customer will have the same rights and obligations as any other existing Customer on Egan Hub's system, including capacity release under this Section 4, subject to the re-release rights specified by Releasing Customer pursuant to Section 4.1(t) above. Egan Hub will notify the Releasing Customer with recall rights of the name of new Replacement Customers who subsequently obtain all or a portion of such capacity after the Addendum to the Capacity Release Umbrella Agreement is tendered. Following implementation of the release, Egan Hub shall post notice of the winning bidder on the LINK® System.

- 4.7 Best Bid. When Egan Hub makes awards of capacity for which there have been multiple bids meeting minimum conditions, Egan Hub shall award the bids, best bid first, until all offered capacity is awarded; provided, however, that in the event that both a contingent bid and a non-contingent bid meet the minimum conditions stated in Section 4.1(l) above and generate the "best bid," Egan Hub shall reject the contingent bid, even if the bid with no contingency was received later in time. The capacity being awarded represents the Maximum Daily Delivery Quantity, Maximum Daily Injection Quantity, Maximum Daily Receipt Quantity, Maximum Daily Withdrawal Quantity, and Maximum Storage Quantity. These quantities are separate parts of the capacity and are awarded until one of the quantities is fully awarded, at which point all capacity is deemed to be fully awarded. Egan Hub shall evaluate and determine the best bid among those otherwise consistent with any terms and conditions specified by the Releasing Customer as follows:
- (a) Egan Hub shall apply the standard or criteria for such determination specified by the Releasing Customer, including the standard to be used for breaking ties. Any standard or criteria so specified must be objective, economic, not unduly discriminatory, not contrary to applicable provisions of this FERC Gas Tariff, applicable to all potential Replacement Customers and require Egan Hub in applying such standard to exercise no more than a ministerial function. The Releasing Customer shall indemnify and hold Egan Hub harmless from and against all demands, losses, claims, expenses, causes of action and/or damages suffered or incurred by Egan Hub arising out of or related to any determination of a "best bid" pursuant to a standard specified, supplied, approved or provided by Releasing Customer.

- (b) Egan Hub shall evaluate bids in accordance with the bid evaluation method identified, pursuant to Section 4.1(f) of these General Terms and Conditions, in the Releasing Customer's offer to release capacity.
- (1) If there is only one valid bid, Egan Hub shall award the capacity to the bidder that submitted such bid, subject to any Prearranged Customer's exercise of its matching rights.
  - (2) If there is more than one valid bid, then, subject to any Prearranged Customer's exercise of its matching rights, Egan Hub shall award the capacity to the bidder whose bid yields the highest value based on the bid evaluation method specified in the Releasing Customer's offer to release capacity, taking into account the price, volume and term of the bid, as applicable. If more than one bid yields the same value under this subsection (2), Egan Hub shall award the capacity according to the method specified in the Releasing Customer's offer to release capacity as a means for awarding the released capacity among multiple equal bids ("Tie Break Method").
  - (3) For purposes of determining the value of a bid, Egan Hub shall use only the reservation charge (including reservation charges stated on a volumetric basis). If the bid evaluation method specified by the Releasing Customer is present value, Egan Hub shall use a discount rate of ten (10) percent.
  - (4) If the winning bid is a contingent bid, the bidder that submitted such contingent bid will be required to satisfy or eliminate any contingency in accordance with the capacity release timeline set forth in Section 4.3 or in the Releasing Customer's offer to release capacity, as applicable, and shall confirm to Egan Hub via e-mail to [link-help@spectraenergy.com](mailto:link-help@spectraenergy.com) that the contingency has been satisfied or eliminated. In the event that such bidder fails to satisfy or eliminate its contingency pursuant to this subsection (4), the capacity will be awarded to the next highest bidder(s) as determined pursuant to Section 4.7(b).
- (c) In the event that Prearranged Customer desires to exercise its right to match the "best bid," Prearranged Customer must notify Egan Hub via the LINK® System..

4.8 Qualification of Prospective Replacement Customer. A prospective Replacement Customer must be on Egan Hub's approved bidders list before bids may be posted on the LINK® System, must satisfy all requirements of the applicable rate schedule and the General Terms and Conditions of this FERC Gas Tariff and must have executed a Capacity Release Umbrella Agreement. To be on the

approved bidders list, the prospective Replacement Customer must satisfy Egan Hub's credit requirements as outlined in Section 3 of the General Terms and Conditions, and provide the information required by Section 3 of the General Terms and Conditions. Such credit appraisal shall be reevaluated and updated pursuant to Section 3.4 of the General Terms and Conditions. The prospective Replacement Customer shall remain on the approved bidders list until such prospective Replacement Customer (i) notifies Egan Hub to the contrary, (ii) no longer meets the credit qualifications established in Section 3 of the General Terms and Conditions, or (iii) is suspended from the approved bidders list in the event, and for such time as, such Replacement or Prearranged Customer fails to pay part or all of the amount of any bill for service in accordance with Section 14 of the General Terms and Conditions. Egan Hub will apply its creditworthiness criteria to assess the submission. Egan Hub will waive the creditworthiness requirement on a non-discriminatory basis for Replacement Customers and permit them to submit bids, if the Releasing Customer provides Egan Hub with a guarantee or other form of credit assurance in form and substance satisfactory to Egan Hub of all financial obligations of the Replacement Customer with respect to the capacity being released by Releasing Customer prior to the commencement of service to the Replacement Customer.

- 4.9 Nominations. Following its selection, and prior to the flow of Gas, the Replacement Customer shall be permitted to submit nominations pursuant to the terms and conditions of the applicable rate schedule and the General Terms and Conditions of this FERC Gas Tariff.
- 4.10 Billing. The Replacement Customer shall be billed and make payments to Egan Hub in accordance with the applicable rate schedule, other provisions of this FERC Gas Tariff and of the applicable Addendum to the Capacity Release Umbrella Agreement incorporating its bid terms. In accordance with the terms of the release, the Replacement Customer shall pay or be liable for the usage charges (plus all applicable surcharges, Fuel Reimbursement, taxes, penalties, etc.) applicable under the relevant service agreement attributable to its usage of the released capacity. Egan Hub shall continue to bill the Releasing Customer all applicable charges under its existing service agreement, excluding usage charges (plus all applicable surcharges, Fuel Reimbursement, taxes, penalties, etc.) billed to the Replacement Customer and attributable to its usage of the released capacity. Invoices sent to the Releasing Customer shall reflect a credit equal to any reservation charges (plus all surcharges applicable thereto) being billed to the Replacement Customer for the released capacity rights, or as otherwise agreed. If the Replacement Customer fails to pay when due all or part of the amounts credited to the Releasing Customer and has not notified Egan Hub of a billing dispute pursuant to Section 14.5 of these General Terms and Conditions, Egan Hub shall pursue payment from the Replacement Customer by notifying such Customer by registered letter, return receipt requested, that it has five Days from receipt of such letter to pay the amount due including any applicable interest

calculated in accordance with Section 154.501(d) of the Commission's regulations. In addition, Egan Hub shall provide a notice to the Replacement Customer's Releasing Customer in accordance with the provisions of Section 4.15 of these General Terms and Conditions.

#### 4.11 Rights and Obligations of the Parties.

- (a) The service agreement between the Releasing Customer and Egan Hub shall remain in full force and effect with the Releasing Customer to receive a credit to its invoice as described in Section 4.10 above. If the Replacement Customer fails to pay all or part of the amounts credited to the Releasing Customer after the five day notification period specified in Section 4.10, Egan Hub shall reverse the credit and bill the Releasing Customer for such past due amounts, plus applicable interest calculated in accordance with Section 154.501(d) of the Commission's regulations. The addendum to the Capacity Release Umbrella Agreement sent to the Replacement Customer shall be fully effective and enforceable by and against the Replacement Customer. The Replacement Customer may also release capacity pursuant to this section, and in such event and for such purposes, shall be considered the Releasing Customer, subject to the re-release rights specified by Releasing Customer pursuant to Section 4.1(t) above.
- (b) [Reserved for Future Use]

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

#### 4.13 Limitations.

- (a) The minimum term for releases hereunder can be less than one (1) Day and the maximum term shall not extend beyond the expiration of this FERC Gas Tariff provision or beyond the expiration of the Releasing Customer's service agreement.
- (b) Egan Hub may invalidate any offer to release or any bid subsequent to its posting on the LINK® System which does not conform to the requirements of this section and the other provisions of this FERC Gas Tariff and such invalidated offer or bid shall be deemed null and void.
- (c) Any terms and conditions imposed on the offer to release by the Releasing Customer as provided for in this section must be objectively stated, reasonable, capable of administration or implementation by Egan Hub without any material increase in burden or expense, applicable to all

potential bidders, not unduly discriminatory, and consistent with the terms and conditions of this FERC Gas Tariff and Releasing Customer's service agreement.

- (d) [Reserved for Future Use]
- (e) Recall Provisions. If the Releasing Customer retains recall rights, Releasing Customer's offer to release capacity shall clearly specify the conditions precedent to such recall and whether the recall right retained by Releasing Customer is on a full Day or partial Day basis.

The Releasing Customer shall provide capacity recall notification to Egan Hub via the LINK® System. The recall notification shall specify the recall notification period for the specified effective Gas Day, as well as any other information needed to uniquely identify the capacity being recalled.

Egan Hub shall support the following recall notification periods for all released capacity subject to recall rights:

- (i) Timely Recall Notification:
  - (a) A Releasing Customer recalling capacity shall provide notice of such recall to Egan Hub and the first Replacement Customer no later than 8:00 A.M. CCT on the day that Timely Nominations are due;
  - (b) Egan Hub shall provide notification of such recall to all affected Replacement Customers no later than 9:00 A.M. CCT on the day that Timely Nominations are due;
- (ii) Early Evening Recall Notification:
  - (a) A Releasing Customer recalling capacity shall provide notice of such recall to Egan Hub and the first Replacement Customer no later than 3:00 P.M. CCT on the day that Evening Nominations are due;
  - (b) Egan Hub shall provide notification of such recall to all affected Replacement Customers no later than 4:00 P.M. CCT on the day that Evening Nominations are due;
- (iii) Evening Recall Notification:
  - (a) A Releasing Customer recalling capacity shall provide notice of such recall to Egan Hub and the first Replacement Customer no later than 5:00 P.M. CCT on the day that Evening Nominations are due;
  - (b) Egan Hub shall provide notification of such recall to all affected Replacement Customers no later than



- 6:00 P.M. CCT on the day that Evening Nominations are due;
- (iv) Intraday 1 Recall Notification:
    - (a) A Releasing Customer recalling capacity shall provide notice of such recall to Egan Hub and the first Replacement Customer no later than 7:00 A.M. CCT on the day that Intraday 1 Nominations are due;
    - (b) Egan Hub shall provide notification of such recall to all affected Replacement Customers no later than 8:00 A.M. CCT on the day that Intraday 1 Nominations are due; and
  - (v) Intraday 2 Recall Notification:
    - (a) A Releasing Customer recalling capacity shall provide notice of such recall to Egan Hub and the first Replacement Customer no later than 2:30 P.M. CCT on the day that Intraday 2 Nominations are due;
    - (b) Egan Hub shall provide notification of such recall to all affected Replacement Customers no later than 3:30 P.M. CCT on the day that Intraday 2 Nominations are due.

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

Egan Hub's notices of recalled capacity to all affected Replacement Customers shall be provided via the LINK® System, along with written notice via e-mail communication to those Replacement Customer contact person(s) identified in the Replacement Customer's bid submitted pursuant to Section 4.6 of these General Terms and Conditions. Such notices shall contain the information required to uniquely identify the capacity being recalled, and shall indicate whether penalties will apply for the Gas Day for which quantities are reduced due to a capacity recall. Upon receipt of notification of the recall from Egan Hub, each affected Replacement Customer shall revise its nominations within the applicable nomination cycle in order to implement the recall. Each affected Replacement Customer will be solely responsible for adjusting its supply and transportation arrangements, which may be necessary as a result of such

recall. Replacement Customers involved in re-release transactions may receive notice slightly after the first Replacement Customer receives notice. The recalling Releasing Customer may nominate the recalled capacity consistent with the applicable nomination cycle, as defined in Section 8.2(f) of these General Terms and Conditions.

For recall notifications provided to Egan Hub during the Timely, Early Evening or Evening recall notification period, the recall shall be effective as of the beginning of the specified effective Gas Day. For recall notifications provided during the Intraday 1 or Intraday 2 recall notification period, the recall shall be effective at 5:00 p.m. CCT or 9:00 p.m. CCT, respectively, on the specified effective Gas Day.

- (f) Partial Day Recall Quantity. The daily contractual entitlement that can be recalled by a Releasing Customer for a partial Day recall is a quantity equal to the lesser of:
- (1) The quantity specified in the Releasing Customer's notice to recall capacity; or
  - (2) The difference between the quantity released by the Releasing Customer and the Elapsed Prorata Capacity.

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

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

- (g) Reput Provisions. Egan Hub shall support the function of reputting by the Releasing Customer. The Releasing Customer may reput previously recalled capacity to the Replacement Customer pursuant to the reput rights and methods identified in the Releasing Customer's offer to release capacity, as required by Section 4.1(g). When capacity is recalled, such capacity may not be reput for the same Gas Day. The deadline for the Releasing Customer to notify Egan Hub of a reput of capacity is 8:00

A.M. CCT to allow the Replacement Customer to submit timely nominations for Gas to flow on the next Gas Day.

- (h) Following the awarding of capacity to a Replacement Customer in accordance with the procedures provided in this section, the Releasing Customer's rights and Egan Hub's obligations under the Releasing Customer's service agreement shall be modified and subject to the capacity rights released to the Replacement Customer for the term of such release. Effecting a release pursuant to the provisions of this section shall constitute Releasing Customer's consent and agreement to such amendment or modification of its existing service agreement.
  
- (i) The offer to release by a Customer under Rate Schedule FSS or SSS must specify the quantities of MDDQ, MDRQ, MSQ, MDIQ, MDWQ or rights offered, and actually available on the effective date of the release, and the exercise of which rights, in conjunction with Releasing Customer's exercise of its retained rights, will not violate any maximum or minimum quantity requirements or limitations applicable under the Rate Schedule or the respective Service Agreements. Releasing Customer shall be responsible for ensuring, if applicable, whether by the withdrawal or transfer-in-place of a portion of its Storage Inventory or otherwise as required, that such storage capacity, and the corresponding ability to inject/withdraw Gas up to the Maximum Storage Quantity released, in accordance with the terms and conditions of the Rate Schedule and within the time remaining in the injection and/or withdrawal period, as applicable, shall be available upon the commencement of the release. A Replacement Customer under Rate Schedule FSS or SSS shall be responsible for arranging transportation to and from Point(s) of Receipt and Point(s) of Delivery consistent with its rights and obligations under its service agreement and Rate Schedule FSS or SSS. The Replacement Customer under Rate Schedule FSS or SSS must comply with all obligations imposed under such Rate Schedule and its rights to store, withdraw and/or inject Gas will be subject to the provisions thereof. If the Releasing Customer proposes to, or requires a transfer-in-place of the portion of its Storage Inventory in conjunction with its release of storage capacity rights, it shall so specify in its offer to release and such transfer shall be implemented contemporaneously with the release subject to compliance with the provisions of Section 20 of these General Terms and Conditions. The Replacement Customer must withdraw the portion of its Maximum Storage Quantity by the end of the term of the release. In lieu of withdrawing the portion of its Storage Inventory, the Replacement Customer can also attempt to effect a transfer of the portion of its Storage Inventory to another storage service Customer as provided in Section 20 of these General Terms and Conditions. If the Replacement Customer fails to withdraw or transfer the portion of its Storage Inventory by the end

of the term of its release, title to the portion of Customer's remaining Storage Inventory will be vested, at no cost, in the Releasing Customer which released its capacity to the Replacement Customer on a temporary basis.

4.14 Egan Hub's Rights to Terminate Temporary Capacity Releases.

- (a) In the event of a temporary release for which (1) Egan Hub has given notice of termination of the Releasing Customer's contract because the Releasing Customer no longer satisfies Egan Hub's credit requirements as outlined in Section 3.4 of Egan Hub's General Terms and Conditions and (2) the Storage Reservation Charge specified in the effective Addendum to the Replacement Customer's Capacity Release Umbrella Agreement is less than the level of the Storage Reservation Charge which the Releasing Customer was obligated to pay Egan Hub, then Egan Hub shall be entitled to terminate the Addendum, upon 30 Days' written notice to the Replacement Customer, unless the Replacement Customer agrees prior to the end of said 30-Day notice period to pay for the remainder of the term of the Addendum either (i) the reservation and commodity charges at levels which the Releasing Customer was obligated to pay Egan Hub, or (ii) such rate as mutually agreed to by Egan Hub and Replacement Customer. Customer may elect to pay the lesser of the two foregoing options. Egan Hub's right to terminate the Addendum is subject to Egan Hub providing written notice of termination to the Replacement Customer within 60 Days of the determination by Egan Hub that the Releasing Customer no longer satisfies Egan Hub's credit requirements. Termination of the Addendum shall not occur prior to termination of Releasing Customer's contract.
- (b) In the event that a Customer has received 30 Days' notice of termination of the Addendum to Customer's Capacity Release Umbrella Agreement pursuant to Section 4.13(a) above for storage service and there is Gas in storage for Customer's account at the end of such 30-Day period, the Addendum shall continue in force and effect for the sole purpose of withdrawal of said Gas by Customer until Customer's Storage Inventory is zero. Egan Hub shall require Customer to withdraw each Day a quantity equal to the MDWQ, or such other lesser quantity acceptable to Egan Hub. The requirement to withdraw storage quantities shall be suspended on any Day to the extent that Egan Hub cannot accommodate a nomination to withdraw such storage quantities on such Day. Customer may also transfer title of Gas remaining in Customer's Storage Inventory to another Customer pursuant to Section 20 of Egan Hub's General Terms and Conditions. In the event Customer fails to withdraw its entire Storage Inventory as required by this section, Egan Hub shall auction any remaining Storage Inventory pursuant to the timeline set forth in Section

33 of these General Terms and Conditions, and shall remit the proceeds of such auction to Customer, less Storage Reservation Charges for the period from the first day following the termination date until the inventory is sold to the highest bidder and any applicable Fuel Reimbursement charges, Storage Withdrawal Charges and any administrative costs incurred by Egan Hub to conduct the auction. The Storage Reservation Charges shall be calculated by multiplying the Storage Reservation Charge rate in effect on the termination date of the Firm Storage Service Agreement or Secondary Firm Storage Service Agreement, as applicable, by the quantity of Gas sold at auction. Customer shall indemnify Egan Hub and hold it harmless from all costs, damages, and liabilities arising out of the failure of Customer to remove such Storage Inventory and the disposal of such Storage Inventory by sale by Egan Hub.

4.15 Notices to Releasing Customers. Egan Hub shall provide the original Releasing Customer with Internet E-mail notification reasonably proximate in time with any of the following formal notices given by Egan Hub to the Releasing Customer's Replacement Customer(s), of the following:

- (1) Notice to the Replacement Customer regarding the Replacement Customer's past due, deficiency, or default status pursuant to Egan Hub's tariff;
- (2) Notice to the Replacement Customer regarding the Replacement Customer's suspension of service notice;
- (3) Notice to the Replacement Customer regarding the Replacement Customer's contract termination notice due to default or credit-related issues; and
- (4) Notice to the Replacement Customer that the Replacement Customer(s) is no longer creditworthy and has not provided credit alternative(s) pursuant to Egan Hub's tariff.

4.16 Permanent Capacity Releases. To the extent that any Customer desires to release all or any part of its firm rights under an Open-access Rate Schedule on a permanent basis, the procedures specified in this Section 4 shall apply. In addition, the Replacement Customer that will acquire the capacity from Customer must submit a request for service electronically via the LINK® System and provide the credit information as required by Section 3.4 herein. For any permanent capacity release, the minimum bid acceptable to Egan Hub shall be a bid for the remainder of the term of Customer's service agreement at the rate(s) Customer is obligated to pay Egan Hub for the capacity to be permanently released. Egan Hub may refuse to allow a permanent capacity release if it 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 Egan Hub, Egan Hub shall notify Customer via e-mail and shall include in the notification the reasons for such denial.

- 4.17 Capacity Request Notice. Any party desiring to acquire firm storage capacity pursuant to Section 4 must submit the following information to Egan Hub via e-mail to link-help@spectraenergy.com:
- (a) the Replacement Customer's name and contact information;
  - (b) the Maximum Storage Quantity, Maximum Daily Injection Quantity and Maximum Daily Withdrawal Quantity desired;
  - (c) the desired commencement date and term of the service;
  - (d) the desired primary receipt and delivery points and the associated Maximum Daily Receipt Quantity and Maximum Daily Delivery Quantity for the service;
  - (e) the rate(s) that Replacement Customer will pay for the service;
  - (f) whether Replacement Customer will accept a release with recall rights, and if so, what recall rights would be acceptable; and
  - (g) whether Replacement Customer's request is contingent, and if so, the basis for the contingency.

Egan Hub shall post such information on the LINK® System for a period of one month or until a transaction is effected, whichever is shorter.

## 5. SCHEDULING, CURTAILMENT, ACTION ALERTS AND OFOS

5.1 Priority of Service. Any Customer executing a service agreement with Egan Hub shall be entitled to storage, park, wheeling, loan, imbalance trading, or balancing service in the following order of declining priority, as applicable based on the operational constraint:

- (a) Firm Storage Service (FSS) at primary Point(s) of Receipt, not in excess of MDRQ, and at primary Point(s) of Delivery, not in excess of MDDQ, located on Egan Hub's system.
- (b) Firm Storage Service (FSS) at secondary Point(s) of Receipt or Delivery, Firm Storage Service (FSS) at primary Point(s) of Receipt in excess of MDRQ but less than or equal to MDIQ, and Firm Storage Service (FSS) at primary Point(s) of Delivery in excess of MDDQ but less than or equal to MDWQ, and all Secondary Firm Storage Service (SSS).
- (c) Enhanced park or loan services pursuant to Section 5.2(a) below.
- (d) Interruptible park or loan service pursuant to Section 5.2(b) below.
- (e) Excess Injection Gas and Excess Withdrawal Gas and Interruptible wheeling service pursuant to Section 5.2(c) below.
- (f) Make-up volumes to correct prior variances between (i) Customer's Transporter and Egan Hub under a balancing agreement, (ii) Customer and Egan Hub, and (iii) Customer and Customer's Transporter if the variance was due to Egan Hub's failure to receive or deliver Customer's scheduled volumes.

If a capacity constraint is anticipated or planned (for example, due to system maintenance), Egan Hub shall post a notice of the anticipated constraint on its Internet Web site at least 48 hours, or as soon as practicable, in advance of the start of the constraint period.

5.2 Enhanced and Interruptible Service. Based on the applicability of the operational constraint, Excess Injection Gas, Excess Withdrawal Gas and all other enhanced Interruptible service obligations and extensions of the service shall have priority as follows:

- (a) The order of priority relating to requests for service within contractual quantities under Rate Schedules EPS and ELS shall be based on the economic value to Egan Hub as applicable, agreed to by Egan Hub and Customer under such rate schedule, with the transaction generating the

highest economic value to Egan Hub given highest priority. Any ties shall be scheduled on a pro rata basis, according to the quantities nominated by each Customer.

- (b) The order of priority relating to requests for service within contractual quantities under Rate Schedules IPS, ILS, IBTS and IBS shall be based on the economic value to Egan Hub as applicable, agreed to by Egan Hub and Customer under such rate schedule, with the transaction generating the highest economic value to Egan Hub given highest priority. Any ties shall be scheduled on a pro rata basis, according to the quantities nominated by each Customer.
- (c) The order of priority relating to requests for service under Rate Schedule IWS and Excess Injection Gas and Excess Withdrawal Gas shall be based on the economic value to Egan Hub as applicable, agreed to by Egan Hub and Customer under such rate schedule, with the transaction generating the highest economic value to Egan Hub given highest priority. Any ties shall be scheduled on a pro rata basis, according to the quantities nominated by each Customer.

### 5.3 Curtailment.

- (a) If on any Day, Egan Hub's capability to receive or deliver quantities is impaired so that Egan Hub is unable to receive or deliver all the quantities which are scheduled, then curtailment of service shall be made in the following order as applicable based on the operational constraint;
  - (1) Make-up volumes to correct prior variances between (i) Customer's Transporter and Egan Hub under a balancing agreement, (ii) Customer and Egan Hub, and (iii) Customer and Customer's Transporter if the variance was due to Egan Hub's failure to receive or deliver Customer's scheduled volumes.
  - (2) Interruptible services pursuant to Section 5.2(c) above, based on the charges paid by Customer, with the transaction with the lowest economic value to Egan Hub being curtailed first. Any ties shall be curtailed on a pro rata basis, according to the quantities scheduled for each Customer.
  - (3) Interruptible services pursuant to Section 5.2(b) above, based on the charges paid by Customer, with the transaction with the lowest economic value to Egan Hub being curtailed first. Any ties shall be curtailed on a pro rata basis, according to the quantities scheduled for each Customer.
  - (4) Enhanced park and loan services pursuant to Section 5.2(a) above, based on the charges paid by Customer, with the transaction with the lowest economic value to Egan Hub being curtailed first. Any



ties shall be curtailed on a pro rata basis, according to the quantities scheduled for each Customer.

(5) Firm Storage Service (FSS) and Secondary Firm Storage Service (SSS) at Point(s) of Receipt, not in excess of MDIQ, or Point(s) of Delivery, not in excess of MDWQ. If firm storage service must be curtailed, curtailment of service to firm storage Customers shall be pro rata, according to the quantities scheduled for each Customer.

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

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

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

#### 5.5 Action Alerts and Operational Flow Orders

(a) Circumstances Warranting Issuance: As specified in this Section 5.5, Egan Hub shall have the right to issue Action Alerts or Operational Flow Orders ("OFO") that require actions by Customers in order to: (1) alleviate conditions that threaten to impair reliable service; (2) maintain operations at the pressures required to provide efficient and reliable services; (3) have adequate Gas supplies in the system to deliver on demand; (4) maintain service to all firm Customers and for all firm services; and (5) maintain the system in balance for the foregoing purposes. Egan Hub shall lift any effective Action Alert or OFO, promptly upon the cessation of operating conditions that caused the relevant system problem.

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

issuing an Action Alert or OFO, Egan Hub will have the right to issue Action Alerts or OFOs, if necessary, in the circumstances described in Section 5.5(a).

- (c) Preliminary Notifications/Follow-up Reports: Egan Hub shall provide, via posting on the Internet Web site and to affected parties through the affected party's choice of Electronic Notice Delivery mechanism(s), prior notice to all Customers and point operators of upcoming system events such as anticipated weather patterns and operational problems that may necessitate the issuance of an Action Alert or OFO.
- (d) Applicability of Action Alert or OFO: Egan Hub shall make an Action Alert or OFO as localized as is reasonably practicable based on Egan Hub's good faith and reasonable judgment concerning the situations requiring remediation such that an Action Alert or OFO will be directed first to Customers and point operators causing the problem necessitating the Action Alert or OFO and second, if necessary, to all Customers and point operators. Egan Hub will tailor the Action Alert or OFO to match the severity of the known or anticipated operational problem requiring remediation as more fully set forth in subsections 5.5(f) and 5.5(g). The declaration to the affected parties of Operational Flow Orders, critical periods and/or Critical Notices shall describe the conditions and the specific responses required from the affected parties.
- (e) Notice: All Action Alerts and OFOs will be issued via posting on the Internet Web site and to affected parties through the affected party's choice of Electronic Notice Delivery mechanism(s). Egan Hub shall also provide such notification via e-mail communication to those Customers and point operators that have provided e-mail address information for at least one contact person, and have requested via Egan Hub's Internet Web site, to receive e-mail notification of Critical Notices issued by Egan Hub. The Action Alert or OFO will set forth (1) the date and time of issuance, (2) the actions Customer or point operator is required to take, (3) the time by which Customer or point operator must be in compliance with the Action Alert or OFO, (4) the anticipated duration of the Action Alert or OFO, and (5) any other terms that Egan Hub may reasonably require to ensure the effectiveness of the Action Alert or OFO. In addition to the other information contemplated by this Section 5.5(e), such notice shall also include information about the status of operational variables that determine when an Action Alert or OFO will begin and end. Egan Hub shall post periodic updates of such information, promptly upon occurrence of any material change in the information. Egan Hub will post a notice on the Internet Web site informing the Customers and point operators when any Action Alert or OFO in effect will be lifted and specifying the factors

that caused the Action Alert or OFO to be issued and then lifted, to the extent such factors are known.

- (f) Action Alerts: In the event that Egan Hub determines that due to (1) an ongoing or anticipated weather event, (2) a known equipment problem, or (3) the anticipated continuation of a current system operational problem, action is necessary to avoid a situation in which the system integrity is jeopardized or Egan Hub's ability to render firm service is threatened, Egan Hub may issue an Action Alert as set out herein to forestall the development of the situation.
- (1) Issuance of Alerts: Action Alerts will be noticed in accord with the procedures set forth in Section 5.5(e) and Egan Hub will endeavor to provide a minimum of four hours notice.
- (2) Action Alerts can be issued to effect any of the following:
- (i) restriction of enhanced or Interruptible services;
  - (ii) restrictions of deliveries to specific Point(s) of Receipt or Point(s) of Delivery covered by an Operational Balancing Agreement to the aggregate MDRQ or MDDQ under the Firm Storage Service Agreements and/or Secondary Firm Storage Service Agreements whose Primary Point(s) of Delivery, which are specified in the Firm Storage Service Agreement or Secondary Firm Storage Service Agreement, as applicable, are at the affected locations; and/or
  - (iii) forced balancing such that point operators will be required to assure that nominations equal flows or that receipts and deliveries fall within the tolerance level designated in the Action Alert.
- (g) OFOs: In the event that, in Egan Hub's judgment, immediate action is required to alleviate conditions which threaten to impair reliable firm service, to maintain operations at the pressures required to provide efficient and reliable service, to have adequate Gas supplies in the system to deliver on demand, to maintain services to all firm Customers and for all firm services, and to maintain the system in balance for the foregoing purposes, Egan Hub may forego the action described in Section 5.5(f) and immediately issue an OFO. In the event that (1) Customer or point operator does not respond to an Action Alert, (2) the actions taken thereunder are insufficient to correct the system problem for which the Action Alert was issued, or (3) there is insufficient time to carry out the procedures with respect to Action Alerts, Egan Hub may issue an OFO pursuant to this Section 5.(g) or take unilateral action, including the

curtailment of firm service, to maintain the operational integrity of Egan Hub's system. For purposes of this Section, the operational integrity of Egan Hub's system shall encompass the integrity of the physical system and the preservation of physical assets and their performance, the overall operating performance of the entire physical system as an entity, and the maintenance (on a reliable and operationally sound basis) of total system deliverability and the quality of Gas delivered. Egan Hub shall post a notice on its Internet Web site specifying the factors that caused the Action Alert or OFO to be issued, to the extent such factors are known. Egan Hub shall also provide such notification via e-mail communication to those Customers and point operators who have submitted a request, and provided e-mail address information for at least one contact person, via Egan Hub's Internet Web site to receive e-mail notification of Critical Notices issued by Egan Hub.

- (h) Termination of Action Alert or OFO: Egan Hub shall lift any effective Action Alert or OFO promptly upon the cessation of operating conditions that caused the relevant system problem. After Egan Hub has lifted the Action Alert or the OFO, Egan Hub shall post a notice on its Internet Web site specifying the factors that caused the Action Alert or OFO to be issued and then lifted, to the extent such factors are known. Egan Hub shall also provide such notification via e-mail communication to those Customers who have submitted a request, and provided e-mail address information for at least one contact person, via Egan Hub's Internet Web site to receive e-mail notification of Critical Notices issued by Egan Hub.
- (i) Penalties: All quantities tendered to Egan Hub and/or taken by Customer on a daily basis in violation of an Action Alert or OFO shall constitute unauthorized receipts or deliveries for which the applicable Action Alert or OFO penalty charge stated below shall be assessed.
  - (1) Action Alert penalty charge for each Dekatherm of Gas by which Customer deviated from the requirements of the Action Alert equal to an Action Alert Index Price calculated as 110% of the applicable daily Gas Daily posting for the interconnected pipeline on which the deviation occurred for the Day on which the deviation occurred, multiplied by the quantity by which the Customer deviated from the requirements of the Action Alert.
  - (2) OFO penalty charge for each Dekatherm of Gas by which Customer deviated from the requirements of the OFO equal to an OFO Index Price calculated as three (3) times the applicable daily Gas Daily posting for the interconnected pipeline on which the deviation occurred for the Day on which the deviation occurred,

multiplied by the quantity by which Customer deviated from the requirements of the OFO.

Any penalty revenue collected by Egan Hub pursuant to this Section 5.5(i), less any costs incurred by Egan Hub in an attempt to mitigate an Action Alert or OFO and the resulting penalties, shall be credited to those firm and Interruptible Customers that did not incur Action Alert or OFO penalties pursuant to this Section 5.5(i) in the Month for which Action Alert or OFO penalty revenues were received ("Non-Offending Customers"), based on the ratio of the total charges paid during that Month by the Non-Offending Customer to the sum of the total charges paid during that Month by all Non-Offending Customers. Such credits shall be calculated for each Month of the twelve (12) Month period ending August 31 of each year, and will be included on the Non-Offending Customer's invoice for the Month following the date of the final Commission order approving Egan Hub's penalty disbursement report; provided however that Egan Hub will calculate and include such credits on Non-Offending Customers' invoices for a period shorter than twelve Months in the event and to the extent that the total accumulated amount of Action Alert or OFO penalty revenue collected pursuant to this Section 5.5(i) by Egan Hub as of the end of any Month exceeds \$1,000,000. Egan Hub will file a penalty disbursement report within sixty days of August 31 or sixty days after the end of the Month for which revenue collected exceeds \$1,000,000. Any penalty revenue credited to Non-offending Customers pursuant to this section shall include interest calculated in accordance with Section 154.501(d) of the Commission's regulations.

- (j) **Liability of Egan Hub:** Egan Hub shall not be liable for any costs incurred by any Customer or point operator in complying with an Action Alert or OFO. Egan Hub shall not be responsible for any damages that result from any interruption in service that is a result of a Customer's or point operator's failure to comply promptly and fully with an Action Alert or OFO, and the non-complying Customer or point operator shall indemnify Egan Hub against any claims of responsibility. However, Egan Hub shall use reasonable efforts to minimize any such costs or damages.
- (k) **Unilateral Action:** In the event that (1) Customer(s) or point operator(s) does not respond to an OFO, or (2) the actions taken thereunder are insufficient to correct the system problem for which the OFO was issued, or (3) there is insufficient time to carry out the procedures with respect to OFOs, Egan Hub may take unilateral action, including the curtailment of firm service, to maintain the operational integrity of Egan Hub's system. For purposes of this section, the operational integrity of Egan Hub's system shall encompass the integrity of the physical system and the preservation of physical assets and their performance, the overall

operating performance of the entire physical system as an entity, and the maintenance (on a reliable and operationally sound basis) of total system deliverability and the quality of Gas delivered.

#### 5.6 Scheduled Maintenance

- (a) Egan Hub shall have the right to curtail, interrupt or discontinue service in whole or in part on all or a portion of its facilities from time to time to perform inventory verification processes, repairs, maintenance or improvements of Egan Hub's facilities as necessary to maintain the operational capability of Egan Hub's facilities or to comply with applicable regulatory requirements, or to perform construction pursuant to valid Commission authorization. Egan Hub shall exercise due diligence to schedule inventory verification processes, repairs, maintenance and construction so as to minimize disruptions of service to Customers and shall provide reasonable notice of the same to Customers.
- (b) Force Majeure. Egan Hub shall have the right to curtail, interrupt, or discontinue service in whole or in part on all or a portion of its facilities at any time for reasons of Force Majeure pursuant to Section 17 of these General Terms and Conditions.

## 6. STORAGE OPERATIONS

- 6.1 Customer shall tender or cause to be tendered to Egan Hub at the Point(s) of Receipt located on its system any Gas which Customer desires to have injected into storage, plus applicable Fuel Reimbursement. Customer shall also receive or cause to be received Gas requested to be withdrawn from storage at the Point(s) of Delivery located on Egan Hub's system.
- 6.2 Subject to the operating conditions of the delivering or receiving pipelines, Egan Hub shall receive Gas for injection from Customer at the Point(s) of Receipt located on its system and deliver Gas to Customer at the Point(s) of Delivery located on its system as scheduled by Customer from time to time; provided that Egan Hub shall not be obligated to receive for injection any quantity of Gas if the injection of the same would cause the quantity of Gas Stored or parked for Customer's account to exceed Customer's Maximum Storage Quantity or Maximum Park Quantity, as applicable; nor shall Egan Hub be obligated at any time to deliver more Gas to Customer than Customer has stored in its Storage Inventory, parked in its Park Balance and/or quantities in excess of its Maximum Loan Quantity, as applicable.
- 6.3 Egan Hub shall not be obligated to receive for injection at any Point of Receipt, or deliver at any Point of Delivery, any quantity of Gas when the quantity of Gas tendered for delivery to Egan Hub or requested by Customer to be delivered by Egan Hub, together with all other quantities of Gas tendered for delivery to Egan Hub at any such Point of Receipt or requested for delivery by Egan Hub at any such Point of Delivery, results in a net metered flow which is less than or equal to 5,000 Dth per Day.
- 6.4 In the event that the aggregate total of quantities nominated by Customers at the same location on Egan Hub's system and commencing at the same time is less than 5,000 Dth per Day and such aggregate quantity is deemed operationally impractical by Customer's Transporter or Egan Hub, Egan Hub will attempt, but shall not be required, to schedule such nominations. However, if any single or combination of nominations is scheduled such that the aggregated quantities result in a net quantity that is less than 5,000 Dth per Day, all nominations may be reduced on a pro-rata basis such that the net scheduled quantity will be zero. Egan Hub will notify the affected Customer(s) via the LINK® System in accordance with Section 8 of these General Terms and Conditions of changes to nominations which would result in reductions as provided herein.

## 7. WHEELING OPERATIONS

- 7.1 Customer shall tender or cause to be tendered to Egan Hub at the Point(s) of Receipt located on its system any Gas which Customer desires to have wheeled, plus applicable Fuel Reimbursement. Customer shall also receive or cause to be received Gas requested to be wheeled at the Point(s) of Delivery located on Egan Hub's system.
- 7.2 Egan Hub shall not be obligated to receive for wheeling at any Point of Receipt located on its system, or deliver, at any Point of Delivery located on its system, any quantity of Gas when the quantity of Gas tendered for delivery to Egan Hub or requested by Customer to be delivered by Egan Hub, together with all other volumes of Gas tendered for delivery to Egan Hub at any such Point of Receipt or requested for delivery by Egan Hub at any such Point of Delivery, results in a net metered flow which is less than or equal to 5,000 Dth per Day.
- 7.3 In the event that the aggregate total of quantities nominated by Customers at the same location on Egan Hub's system and commencing at the same time is less than 5,000 Dth per Day and such aggregate quantity is deemed operationally impractical by Customer's Transporter or Egan Hub, Egan Hub will attempt, but shall not be required, to schedule such nominations. However, if any single or combination of nominations is scheduled such that the aggregated quantities result in a net quantity that is less than 5,000 Dth per Day, all nominations may be reduced on a pro-rata basis such that the net scheduled quantity will be zero. Egan Hub will notify the affected Customer(s) via the LINK® System in accordance with Section 8 of these General Terms and Conditions of changes to nominations which would result in reductions as provided herein.



## 8. NOMINATIONS

- 8.1 When Customer desires Egan Hub to inject, withdraw or wheel Gas, Customer shall submit a nomination to Egan Hub via the LINK® System, unless another method of submittal is mutually agreed upon by Customer and Egan Hub, that includes, but is not limited to, the following information: quantity, flow period, upstream transportation contract number(s), downstream transportation contract number(s), Customer name and service agreement number, and Customer's authorized employee name and telephone number. All nominations shall be based on a daily quantity.

All nominations shall be considered original nominations and must be replaced to be changed. When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only.

All nominations shall include Customer defined begin dates and end dates. All nominations, excluding Intra-day Nominations, have rollover options. Specifically, Customers have the ability to nominate for several Days, Months, or years, provided the nomination begin and end dates are within the term of Customer's Firm Storage Service Agreement, Secondary Firm Storage Service Agreement or the applicable Exhibit B to Customer's Hub Services Agreement, as applicable.

Overrun quantities shall be requested on a separate transaction.

- 8.2 Nomination Timeline. Egan Hub will accept nominations for service as follows:
- (a) Next Day Service. The nomination timeline on the day prior to Gas flow shall be the following:
- |            |   |
|------------|---|
| 11:30 a.m. | Nomination leaves control of the Customer   |
| 11:45 a.m. | Receipt of nomination by Egan Hub (including from Title Transfer Tracking Service Providers (TTTSPs)) |
| 12:00 p.m. | Egan Hub provides quick response for validity of data elements  |
| 3:30 p.m.  | Completed confirmations from upstream and downstream connected parties provided to Egan Hub           |

4:30 p.m. Receipt of scheduled quantities by Customer and point operator

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

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

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

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

- (d) Nominations will be processed for scheduling in order by priority level as described in Section 5 of the General Terms and Conditions of this FERC Gas Tariff. Nominations received after nomination deadline shall be scheduled after the nominations received before the nomination deadline.
- (e) Notices provided under this Section 8.2 must be submitted via the LINK® System, unless another method of submittal is mutually agreed upon by Customer and Egan Hub. Customer shall provide notice of any changes in deliveries to or receipt from Egan Hub to Customer's Transporter(s) and shall be responsible for, and shall hold Egan Hub harmless from, any and all liabilities and expense resulting from any such changes, unless the added expense is due to the negligence of Egan Hub.
- (f) Minimum NAESB WGQ Nomination Standards. In the event the more flexible nomination procedures set forth in Section 8.2(b) above are inapplicable for any reason, nominations shall be submitted and processed in accordance with the minimum standards set forth in this Section 8.2(f). Egan Hub shall support the following standard nomination cycles:
  - (1) The Timely Nomination Cycle: 11:30 a.m. for nominations leaving control of the nominating party; 11:45 a.m. for receipt of nominations by Egan Hub (including from Title Transfer Tracking Service Providers (TTTSPs)); noon to send Quick Response; 3:30 p.m. for receipt of completed confirmations by Egan Hub from upstream and downstream connected parties; 4:30 p.m. for receipt of scheduled quantities by Customer and point operator (central clock time on the day prior to flow).
  - (2) The Evening Nomination Cycle: 6:00 p.m. for nominations leaving control of the nominating party; 6:15 p.m. for receipt of nominations by Egan Hub (including from TTTSPs); 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed confirmations by Egan Hub from upstream and downstream connected parties; 10:00 p.m. for Egan Hub to provide scheduled quantities to affected Customers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the day prior to flow).

Scheduled quantities resulting from an Evening Nomination that does not cause another Customer to receive notice that it is being bumped shall be effective at 9:00 a.m. on the Gas Day; and when an Evening Nomination causes another Customer to receive notice that it is being bumped, the scheduled quantities shall be effective at 9:00 a.m. on the Gas Day.

- (3) The Intraday 1 Nomination Cycle: 10:00 a.m. for nominations leaving control of the nominating party; 10:15 a.m. for receipt of nominations by Egan Hub (including from TTTSPs); 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of completed confirmations by Egan Hub from upstream and downstream connected parties; 2:00 p.m. for Egan Hub to provide scheduled quantities to affected Customers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the Gas Day). Scheduled quantities resulting from Intraday 1 Nominations shall be effective at 5:00 p.m. on the Gas Day.
- (4) The Intraday 2 Nomination Cycle: 5:00 p.m. for nominations leaving control of the nominating party; 5:15 p.m. for receipt of nominations by Egan Hub (including from TTTSPs); 5:30 p.m. to send Quick Response; 8:00 p.m. for receipt of completed confirmations by Egan Hub from upstream and downstream connected parties; 9:00 p.m. for Egan Hub to provide scheduled quantities to affected Customers and point operators (central clock time on the Gas Day). Scheduled quantities resulting from Intraday 2 Nominations shall be effective at 9:00 p.m. on the Gas Day. Bumping is not allowed during the Intraday 2 Nomination Cycle.

For the purposes of subsections (2), (3) and (4) above, the term "provide" shall mean, for transmittals pursuant to NAESB WGQ standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

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

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

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

- 9.1 Point(s) of Receipt. Customer shall tender all Gas for wheeling or injection into storage to Egan Hub at the Point(s) of Receipt located on Egan Hub's system in Acadia Parish, Louisiana as specified in Exhibit B to Customer's Firm Storage Service Agreement, Exhibit A to Customer's Secondary Firm Storage Service Agreement, or Exhibit B to Customer's Hub Services Agreement, as applicable. The quantity of Gas tendered by Customer to Egan Hub for wheeling or injection into storage shall not exceed (i) at each Point of Receipt the MDWhQ or MDRQ, as applicable, for such Point of Receipt specified in Exhibit B to Customer's Firm Storage Service Agreement, Exhibit A to Customer's Secondary Firm Storage Service Agreement, or Exhibit B to Customer's Hub Services Agreement, as applicable, or (ii) the MDIQ plus the applicable Fuel Reimbursement at all Point(s) of Receipt specified in Exhibit B to Customer's Firm Storage Service Agreement, Exhibit A to Customer's Secondary Firm Storage Service Agreement, or Exhibit B to Customer's Hub Services Agreement, as applicable, without the consent of Egan Hub. Upon request by Customer and after confirmation by Customer's Transporter, Egan Hub may, but shall not be obligated to, receive during any hour for the account of the requesting Customer quantities of Gas at an hourly rate that deviate from equal hourly increments of 1/24 th of the MDIQ, MDRQ and/or MDWhQ, as applicable.
- 9.2 Point(s) of Delivery. Egan Hub shall tender all Gas to be wheeled or withdrawn from storage to Customer at the Point(s) of Delivery located on Egan Hub's system located in Acadia Parish, Louisiana as specified in Exhibit B to Customer's Firm Storage Service Agreement, Exhibit A to Customer's Secondary Firm Storage Service Agreement, or Exhibit B to Customer's Hub Services Agreement, as applicable. The quantity of Gas delivered to Customer shall not exceed (i) at each Point of Delivery the MDWhQ or MDDQ, as applicable, for such Point of Delivery specified in Exhibit B to Customer's Firm Storage Service Agreement, Exhibit A to Customer's Secondary Firm Storage Service Agreement, or Exhibit B to Customer's Hub Services Agreement, as applicable, or (ii) the MDWQ at all Point(s) of Delivery specified in Exhibit B to Customer's Firm Storage Service Agreement, Exhibit A to Customer's Secondary Firm Storage Service Agreement, or Exhibit B to Customer's Hub Services Agreement, as applicable, without the consent of Egan Hub. Upon request by Customer and after confirmation by Customer's Transporter, Egan Hub may, but shall not be obligated to, deliver during any hour to the requesting Customer quantities of Gas at an hourly rate that deviate from equal hourly increments of 1/24 th of the MDDQ, MDWhQ and/or MDWQ, as applicable.
- 9.3 [Reserved for Future Use]
- 9.4 [Reserved for Future Use]

- 9.5 [Reserved for Future Use]
- 9.6 **Costs and Penalties.** Customer shall hold Egan Hub harmless for all costs and penalties which may be assessed by Customer's Transporter under Customer's transportation agreement with Customer's Transporter, unless the costs and penalties are due to the negligence of Egan Hub. Customer and Egan Hub shall cooperate with each other and with Customer's Transporter to verify delivery and receipt of the volumes of Gas delivered hereunder on a timely basis.
- 9.7 **Downstream and Upstream Transportation.** Customer shall be responsible for transportation from the Point(s) of Delivery located on Egan Hub's system and for payment of all transportation charges relating thereto. Customer shall be responsible for transportation to the Point(s) of Receipt located on Egan Hub's system and for payment of all transportation charges relating thereto.
- 9.8 **Accounting Meters.** In certain situations, Egan Hub may use an accounting meter number to represent a physical location on its system. A Point of Receipt and/or a Point of Delivery identified on Customer's executed service agreement(s) may be designated in the LINK® System by means of an accounting meter number and description that differs from the physical meter number and description specified on the service agreement. The same rights and obligations exist for both Egan Hub and Customer regardless of whether a location is identified in Customer's executed service agreement by means of a physical meter number or an accounting meter number.

## 10. QUALITY

10.1 Specifications. The Gas delivered by either party to the other hereunder shall meet the quality specifications of the Transporter having the then-current most stringent quality specifications which receives or delivers such Gas at the Point(s) of Receipt or Point(s) of Delivery located on Egan Hub's system, as applicable, and, unless such Transporter's quality specifications are more stringent, shall be of such quality that it shall meet at least the following specifications:

- (a) Be commercially free from objectionable odors, dirt, dust, iron particles, gums, gum-forming constituents, gasoline, PCB's, and other solid and/or liquid matter, including but not limited to water, Gas treating chemicals and well completion fluids and debris, which may become separated from the Gas during the transportation thereof.
- (b) Contain not more than one fourth (1/4) of one grain of hydrogen sulphide per one hundred (100) Cubic Feet of Gas, as determined by the cadmium sulfate quantitative test, nor more than twenty (20) grains of total sulphur per one hundred (100) Cubic Feet of Gas.
- (c) The Gas delivered hereunder shall not contain more than two-tenths of one percent (0.2%) by volume of oxygen, shall not contain more than three percent (3%) by volume of carbon dioxide, shall not contain more than three (3%) by volume of nitrogen, and shall not contain a combined total of carbon dioxide and nitrogen components of more than four (4%) by volume.
- (d) Have a heating value of not less than nine hundred and sixty-seven (967) Btu's per Cubic Feet of Gas and not more than eleven hundred (1100) Btu's per Cubic Feet of Gas.
- (e) Have a temperature of not more than one hundred twenty degrees Fahrenheit (120 degrees F), nor less than forty degrees Fahrenheit (40 degrees F).
- (f) Have been dehydrated by the tendering party, by any method other than the use of a calcium chloride as desiccant, for removal of entrained water in excess of seven (7) pounds of water per million (1,000,000) Cubic Feet of Gas as determined by dew-point apparatus approved by the Bureau of Mines or such other apparatus as may be mutually agreed upon.

10.2 Rejection of Gas. Either party shall be entitled to reject any Gas tendered to it by the other party which does not meet the minimum specifications of Section 10.1

hereunder. Acceptance of such Gas does not constitute any waiver of Egan Hub's right to refuse to accept similarly nonconforming Gas.



## 11. PRESSURE AND INJECTION/WITHDRAWAL RATES

- 11.1 Delivery Pressures. Egan Hub shall deliver Gas to Customer at pressures sufficient to enter the pipeline facilities at the Point(s) of Delivery located on Egan Hub's system against the operating pressures maintained by the interconnected pipeline(s). Egan Hub shall not be required to deliver Gas at pressures in excess of those required by the interconnected pipeline(s) or in excess of the maximum allowable operating pressure (MAOP) of the interconnected pipeline(s), not to exceed 1,000 Psig. Customer shall deliver or cause to be delivered to Egan Hub all Gas for wheeling, parking or injection at the Point(s) of Receipt located on Egan Hub's system at pressures not less than 800 psig and not in excess of the MAOP of Egan Hub's facilities at the Point(s) of Receipt. Egan Hub shall be responsible for maintaining facilities at such Point(s) of Receipt to permit Customer to deliver Gas to Egan Hub at such allowed pressures.
- 11.2 Receipt and Delivery Rates. Egan Hub has designed the facilities required to wheel, store, inject and withdraw Gas based on "normal" operating pressures maintained by the interconnected pipeline(s) at the Point(s) of Receipt and Point(s) of Delivery located on Egan Hub's system with allowances for reasonable fluctuations. In the event that system conditions on the interconnected pipeline(s) vary substantially from this "normal" design condition coincident with high levels of Customer receipt or delivery activity, Egan Hub's capability to receive or deliver the quantities set forth in its service agreements may be impaired, resulting in an interruption in service. If this happens, capacity will be allocated pursuant to Section 5 of the General Terms and Conditions of this FERC Gas Tariff. Customer shall indemnify and hold Egan Hub harmless for any loss caused by any such interruption in service.

## 12. TITLE AND RISK OF LOSS

- 12.1 Customer warrants for itself, its successors and assigns, that it will have at the time of delivery of Gas for wheeling, storage or injection hereunder either good title or the right to have the Gas wheeled or stored. Customer warrants for itself, its successors and assigns, that the Gas it delivers hereunder shall be free and clear of all liens, encumbrances, or claims whatsoever; and that Customer will indemnify Egan Hub and save it harmless from all claims, suits, actions, damages, costs and expenses arising directly or indirectly from or with respect to the title and/or right to Gas tendered to Egan Hub hereunder.
- 12.2 As between Customer and Egan Hub: Customer shall be in control and possession of the Gas prior to delivery to Egan Hub for wheeling, parking, storage or injection at the Point(s) of Receipt located on Egan Hub's system and after redelivery by Egan Hub to Customer at the Point(s) of Delivery located on Egan Hub's system, and shall indemnify and hold Egan Hub harmless from any damage or injury caused thereby. Egan Hub shall be in control and possession of the Gas after the receipt of the same at the Point(s) of Receipt and until redelivery by Egan Hub to Customer at the Point(s) of Delivery, and shall indemnify and hold Customer harmless from any damage or injury caused thereby, except for damages and injuries caused by the sole negligence of Customer. The risk of loss for all Gas wheeled, injected into, parked or stored in and withdrawn from storage shall remain with Customer, and Egan Hub shall not be liable to Customer for any loss of Gas, except as may be occasioned due to the intentional or negligent acts or omissions by Egan Hub. Any losses of Gas, unless due to the intentional or negligent act or omissions of Egan Hub, shall be shared proportionally by all Customers, based on each Customer's Storage Inventory, Park Balance and/or Loan Balance, as applicable.

### 13. MEASUREMENT

- 13.1 The unit of volume for measurement of all quantities of Gas wheeled or stored by Egan Hub or delivered to and received from storage hereunder shall be one (1) Cubic Foot of Gas at the base temperature of sixty degrees Fahrenheit (60 degrees F) and at an absolute pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch and dry. All fundamental constants, observations, records, and procedures involved in determining and/or verifying the quantity and other characteristics of Gas delivered hereunder shall, unless otherwise specified herein, be in accordance with the standards prescribed in Report No. 3 of the American Gas Association, as now and from time to time amended or supplemented. All measurements of Gas shall be determined by calculation into terms of such unit. All quantities given herein, unless expressly stated otherwise, are terms of such unit. Notwithstanding the foregoing, the Btu content of the Gas received and delivered by Egan Hub hereunder shall be measured on "dry" basis rather than a fully saturated or "wet" basis.
- 13.2 Egan Hub shall install, maintain and operate, or cause to be installed, maintained and operated, the measurement facilities required hereunder. Said measurement facilities shall be so equipped with orifice meters, recording gauges, or other types of meters of standard make and design commonly acceptable in the industry, as to accomplish the accurate measurement of Gas delivered hereunder. The retrieval of data, calibrating and adjustment of meters shall be done by Egan Hub or its agent.

## 14. BILLINGS AND PAYMENTS

- 14.1 Invoice. Not later than the ninth (9<sup>th</sup>) Business Day of each Month, Egan Hub shall provide Customer (including a Replacement Customer) an invoice and any required backup data (which may be transmitted by fax) setting forth (i) the charges due for the current Month; (ii) the total quantity of Gas, stated in dekatherms, received from and delivered to Customer hereunder during the preceding Month(s), with applicable Point(s) of Receipt and Point(s) of Delivery properly identified, and the amount due therefor; and if applicable, (iii) the amount of Customer's Gas in storage as of the close of the preceding Month and information sufficient to explain and support any adjustments made by Egan Hub in determining the amount billed. Such invoice shall be delivered to Customer or its agent by posting Customer's final invoice on Egan Hub's LINK® System and posting a general notice of the availability of the final invoices on Egan Hub's Informational Postings Web site. Egan Hub will provide an e-mail notification, if an e-mail address has been designated by Customer, contemporaneously with the posting of the final invoice on Egan Hub's LINK® System. It is the Customer's responsibility to update e-mail address information provided to Egan Hub as necessary. Customer may designate an agent to receive invoices and may designate such agent to receive the e-mail notifications of the availability of Customer's final invoice on Egan Hub's LINK® System. If actual quantities are not available by the ninth (9<sup>th</sup>) Business Day of the Month, Egan Hub may invoice based on best available data subject to adjustment to actuals at a later date. Quantities at points where OBAs exist shall be invoiced based on scheduled quantities.
- 14.2 Application of Payments for Released Capacity. Payments to Egan Hub by a Replacement Customer for released capacity shall be applied as follows: (i) Egan Hub shall retain amounts equal to the Replacement Customer's usage charges; (ii) Egan Hub will credit the balance to Reservation Charges due from the Replacement Customer; and (iii) Egan Hub shall remit the remaining balance, if any, or shall charge any balance due, to the Replacement Customer, in accordance with Section 4.10 of the General Terms and Conditions of this FERC Gas Tariff. If any balance due from the Replacement Customer remains unpaid, the outstanding balance will then be billed to the Releasing Customer, provided that the Releasing Customer is only liable to the extent of its Reservation Charges.
- 14.3 Payment. Customer shall pay Egan Hub by wire transfer the full amount reflected on the invoice within ten (10) days of the date of the invoice. If the tenth (10th) day shall fall upon a weekend or legal holiday, then such payment shall be made on the last regular Business Day prior to such tenth (10th) day. Party making payment should submit supporting documentation; party receiving payment should apply payment per supporting documentation provided by the paying party; and if payment differs from invoiced amount, remittance detail should be

provided with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two Business Days of the payment due date.

- 14.4 Billing Error. If an error is discovered in any billing, such error shall be adjusted within thirty (30) days of the determination thereof.
- 14.5 Billing Disputes. If a dispute arises as to the amount payable in any invoice rendered hereunder, Customer shall nevertheless pay when due the amount not in dispute under such invoice and shall submit to Egan Hub a written explanation of the dispute and any available supporting document. Such documentation shall be provided to Egan Hub at the time that the payment is due. Such payment shall not be deemed to be a waiver of the right by Customer to recoup any overpayment, nor shall acceptance of any payment be deemed to be a waiver of the right by Customer to recoup any overpayment, nor shall acceptance of any payment be deemed to be a waiver by Egan Hub of any underpayment. The parties shall then cooperate in good faith to resolve such dispute as expeditiously as possible, and the portion, if any, of such disputed amount eventually determined to be due shall bear interest at the rate stated in Section 14.4 above from the original due date until the date actually paid. In the event Customer fails to forward the entire undisputed amount due to Egan Hub when same is due, interest on the unpaid portion shall accrue at the same rate of interest and in the same manner as prescribed for pipeline refunds as set forth in Section 154.501(d) of the Commission's regulations under the Natural Gas Act from the date such payment is due until the same is paid. If Customer's failure to pay the undisputed portion of any invoice rendered hereunder continues beyond thirty (30) days after the due date of such invoice, then Egan Hub, in addition to all other legal remedies available to it, shall have the right and option to suspend further deliveries of Gas until such default shall have been cured. If Customer's failure to pay the undisputed portion of any invoice rendered hereunder continues beyond sixty (60) days after the due date of such invoice, then Egan Hub, in addition to all other legal remedies available to it, shall have the right and option to terminate service hereunder.
- 14.6 Right to Audit. Both Egan Hub and Customer shall have the right at their own expense to examine and audit at any reasonable time the books, records (including measurement, billing and payment) and charts of the other to the extent necessary to verify the accuracy of any statements or charges made under or pursuant to any of the provisions of Customer's service agreement. Upon request, Customer shall also make available to Egan Hub for audit purposes any relevant records of Customer's Transporter(s) to which Customer has access. A formal audit of accounts shall not be made more often than once each Contract Year. Any inaccuracy will be promptly corrected when discovered; provided, however, that neither Egan Hub nor Customer shall be required to maintain books, records or charts for a period of more than two (2) Contract Years following the end of the

Contract Year to which they are applicable. Neither Egan Hub nor Customer shall have any right to question or contest any charge or credit if the matter is not called to the attention of the other in writing within two (2) years after the end of the Contract Year in question.

## 15. TAXES

If at any time Egan Hub is required to remit any taxes assessed on the Gas pursuant to Customer's service agreement, then Egan Hub shall have the right to collect from Customer such taxes, including any penalties and interest. Customer shall reimburse Egan Hub for the taxes assessed on the Gas, including any penalties and interest, within fifteen (15) days of the date of invoice from Egan Hub. Customer shall furnish Egan Hub information, satisfactory to Egan Hub, to enable Egan Hub to comply with any reporting requirements, including federal and state tax returns, imposed upon Egan Hub by state or federal government and agencies.

## 16. INSURANCE

Customer shall be responsible for providing its own insurance coverage with respect to its Gas in the Egan Hub's facility.



## 17. FORCE MAJEURE

- 17.1 Effect of Force Majeure. In the event Egan Hub is rendered unable, wholly or in part, by reason of an event of Force Majeure, as defined herein, to perform, wholly or in part, any obligation or commitment under Customer's service agreement, Egan Hub shall provide notice and full particulars of such Force Majeure event on its Internet Web site and/or in writing to Customer within seventy-two (72) hours after the occurrence of the cause relied on, or in such time and manner that is reasonable under the existing Force Majeure conditions. Upon the provision of such notice, the obligations of Egan Hub shall be suspended to the extent that Egan Hub is affected by such Force Majeure event and for the period of such Force Majeure condition, but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.
- 17.2 Nature of Force Majeure. The term "Force Majeure" shall mean any cause whether of the kind enumerated herein or otherwise, not reasonably within the control of Egan Hub, such as: acts of God; strikes, lockouts and industrial disputes or disturbances; inability to secure or delays in obtaining labor, materials, supplies, permits, easements or rights-of-way, including inability to secure materials by reason of allocations promulgated by authorized governmental agencies; arrests and restraints of governments and people; interruptions by government or court orders; present and future valid orders, decisions or rulings of any government or regulatory entity having proper jurisdiction; acts of the public enemy; terrorist attacks; vandalism; wars; riots; civil disturbances; blockades; insurrections; epidemics; landslides; lightning; tornadoes, hurricanes; earthquakes; fires; storms; floods; washouts; inclement weather which necessitates extraordinary measures and expense to maintain operations; explosions; breakage, accidents and/or maintenance to plant facilities including machinery, lines of pipe, accidents and/or unscheduled maintenance of wells or subsurface storage caverns or reservoirs; testing (as required by governmental authority or as deemed necessary by Egan Hub for the safe operation of the facilities required to perform the services hereunder); and the making of repairs or alterations to pipelines, storage, and plant facilities including repairs to the facilities of the interconnected pipeline(s). The settlement of strikes or lockouts shall be entirely within the discretion of Egan Hub, and the requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of opposing party when such course is inadvisable in the discretion of Egan Hub.

## 18. NOTICES

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

## 19. FUEL REIMBURSEMENT

- 19.1 Categories of Fuel Usage. The two general categories of fuel usage are: (1) Direct Fuel Usage, consisting of (a) compression fuel, (b) dehydration fuel, and (c) line heating fuel; and (2) Indirect Fuel Usage, consisting of fuel that is consumed on site to (a) generate electricity, (b) heat facility (if any), and (c) fuel Egan Hub vehicles and lost and unaccounted for volumes to the extent required for the operation and maintenance of Egan Hub's Gas storage facilities.
- 19.2 Fuel Reimbursement. Fuel Reimbursement shall be calculated separately for storage, park, wheeling, loan, and balancing services under Rate Schedules FSS, SSS, EPS, ELS, IPS, IWS, ILS, and IBS. Each Fuel Reimbursement charge shall be negotiated by Egan Hub and Customer such that reimbursement of fuel may be paid in kind or in dollars per Dth, as set forth in Customer's Firm Storage Service Agreement(s), Secondary Firm Storage Service Agreement or Exhibit B to Customer's Hub Services Agreement, as applicable.

## 20. GAS TITLE TRANSFERS

### 20.1 Title Transfers of Gas in Storage:

- (a) A Customer that has executed a service agreement under Rate Schedules FSS, SSS, EPS, ELS, IPS and ILS may transfer title and ownership of its Storage Inventory, Park Balance or Loan Balance (collectively referred to in this Section 20 as "Storage Balance(s)"), as applicable, to any other Customer and/or executed service agreement under Rate Schedules FSS, SSS, EPS, ELS, IPS and ILS if:
  - (i) Customer selling its Storage Balance(s) and Customer purchasing the Storage Balance(s) execute a Title Transfer Form identifying the details of the Title Transfer transaction, as such form is posted on Egan Hub's Web site and amended from time to time, and submit such executed form to Egan Hub; and
  - (ii) The Title Transfer results in a Storage Inventory, Park Balance or Loan Balance, as applicable, for each Customer that is equal to or greater than zero and equal to or less than the Maximum Storage Quantity, Maximum Park Quantity, or Maximum Loan Quantity, as applicable and as specified in Exhibit B of Customer's Firm Storage Service Agreement, Exhibit B of Customer's Secondary Firm Storage Service Agreement or Exhibit B of Customer's Hub Services Agreement, as applicable.
- (b) Egan Hub will recognize the transfer for purposes of computing each Customer's available Storage Balance(s) on a prospective basis within one (1) Business Day after receipt of the executed Title Transfer Form.
- (c) For each Title Transfer of Gas in storage performed under this section, each Customer shall pay the Title Transfer rate as agreed upon by each Customer and Egan Hub and set forth on the executed Title Transfer Form.

### 20.2 Title Transfers of Gas

- (a) Transfers of title between Customers and/or service agreements under which Gas is wheeled on Egan Hub's system may be permitted by Egan Hub at Point(s) of Receipt and Point(s) of Delivery located on Egan Hub's system on an Interruptible basis.

- (b) Requests for such transfers shall be made in accordance with the nomination procedures set forth in Section 8, Nominations and Scheduling, of the General Terms and Conditions herein. Egan Hub shall not unreasonably withhold approval of such transfers.
- (c) For each Title Transfer nominated by Customer under Section 20.2(b) herein, Customer shall pay the Title Transfer rate set forth on the executed Title Transfer Form.

21. PENALTIES ASSESSED BY INTERCONNECTED PIPELINES

- 21.1 Customer shall be liable for and shall be required to reimburse Egan Hub for all penalties, charges and fees which Egan Hub is required to pay to Customer's Transporter(s) as a consequence of Customer's actions. The recovery of such penalty amounts shall be on an as-billed basis.
- 21.2 In addition to the payment of the penalties set forth in Section 21.1 herein, the responsible Customer shall also be liable for, and shall reimburse Egan Hub, for all costs incurred by Egan Hub as a consequence of such Customer's actions.

## 22. STANDARDS OF CONDUCT COMPLIANCE

### 22.1 Informational Postings

All information required to be posted pursuant to the Commission's currently effective Standards of Conduct regulations will be provided on Egan Hub's Internet Web site under Informational Postings. Such information will be updated as required by applicable regulation(s) issued by the Commission.

22.2 All terms and conditions set forth in this FERC Gas Tariff shall be applied in a non-discriminatory manner without regard to the affiliation of any entity to Egan Hub.

22.3 Egan Hub shall provide service under Rate Schedules FSS, SSS, EPS, ELS, IPS, ILS, IBS, IBTS and IWS on a basis that is equal in quality for all Gas supplies stored, parked, loaned, balanced, imbalance traded and/or wheeled by Egan Hub under such rate schedules.

22.4 Complaints regarding Egan Hub's compliance with Egan Hub's Standards of Conduct compliance procedures in providing storage and/or transportation services' pursuant to any of the rate schedules set forth in this FERC Gas Tariff shall be communicated to Egan Hub with a designation that it is a Standards of Conduct regulation complaint, and shall contain a clear and complete statement of the nature and basis of the complaint, together with supporting documentation, if any. Information regarding the appropriate contact personnel shall be posted on Egan Hub's Internet Web site. Within forty-eight (48) hours of receipt of such information, an officer of Egan Hub shall orally respond to the complaint, and within thirty (30) days of the receipt of the complaint, an officer of Egan Hub shall provide a written response to the complaint. In the event the required date of Egan Hub's response falls on a Saturday, Sunday or a holiday that affects Egan Hub, Egan Hub shall respond by the next Business Day.

23. [RESERVED FOR FUTURE USE]



## 24. NORTH AMERICAN ENERGY STANDARDS BOARD ("NAESB")

Egan Hub has adopted all of the Business Practices and Electronic Communication Standards which were required by the Commission in 18 CFR Section 284.12(b) in accordance with Order Nos. 587, et al. in Docket Nos. RM96-1-000, et seq. In addition to the standards reflected in other provisions of this tariff, the following NAESB Wholesale Gas Quadrant ("WGQ") standards, definitions and data sets, Version 1.8, where applicable, and Recommendation WGQ 2008 Annual Plan Item 10 and Request No. R08026, where applicable, are incorporated herein by reference:

### General Standards:

0.2.1, 0.2.2, 0.2.3, 0.3.1, 0.3.2, 0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10, 0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15, and 0.4.1.

### Nominations Related Standards:

1.1.7, 1.2.1, 1.2.2, 1.2.3, 1.2.5, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.13, 1.2.17, 1.2.18, 1.2.19, 1.3.2(vi), 1.3.3, 1.3.4, 1.3.14, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.20, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.47, 1.3.48, 1.3.49, 1.3.50, 1.3.51, 1.3.52, 1.3.53, 1.3.54, 1.3.55, 1.3.56, 1.3.57, 1.3.58, 1.3.59, 1.3.60, 1.3.61, 1.3.62, 1.3.63, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, and 1.4.7.

### Flowing Gas Related Standards:

2.2.1, 2.2.4, 2.2.5, 2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.10, 2.3.11, 2.3.12, 2.3.13, 2.3.14, 2.3.15, 2.3.16, 2.3.17, 2.3.18, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.26, 2.3.27, 2.3.28, 2.3.29, 2.3.31, 2.3.32, 2.3.33, 2.3.34, 2.3.35, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.17, and 2.4.18.

### Invoicing Related Standards:

3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.11, 3.3.12, 3.3.13, 3.3.14, 3.3.15, 3.3.16, 3.3.18, 3.3.20, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26, 3.4.1, 3.4.2, 3.4.3, and 3.4.4.

### Quadrant Electronic Delivery Mechanism Related Standards:

4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.20, 4.3.1, 4.3.3, 4.3.5, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.29, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.39, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.51, 4.3.52, 4.3.53, 4.3.54, 4.3.56, 4.3.57, 4.3.58, 4.3.59, 4.3.60, 4.3.61, 4.3.62, 4.3.65, 4.3.66, 4.3.67, 4.3.68, 4.3.69,

4.3.72, 4.3.73, 4.3.74, 4.3.75, 4.3.76, 4.3.78, 4.3.79, 4.3.85, 4.3.86, 4.3.87, 4.3.89,  
4.3.90, 4.3.91, 4.3.92, and 4.3.93.

Capacity Release Related Standards:

5.2.2, 5.3.5, 5.3.9, 5.3.10, 5.3.17, 5.3.18, 5.3.19, 5.3.20, 5.3.21, 5.3.22, 5.3.23,  
5.3.29, 5.3.31, 5.3.32, 5.3.33, 5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40,  
5.3.41, 5.3.42, 5.3.43, 5.3.46, 5.3.47, 5.3.52, 5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5, 5.4.6,  
5.4.7, 5.4.8, 5.4.9, 5.4.10, 5.4.11, 5.4.12, 5.4.13, 5.4.14, 5.4.15, 5.4.16, 5.4.17,  
5.4.18, 5.4.19, 5.4.20, 5.4.21, 5.4.22, and 5.4.23.

Contracts Related Standards:

6.3.3 (EDI Trading Partner Agreement).

Internet Electronic Transfer Related Standards:

10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10,  
10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19,  
10.2.20, 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28,  
10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37,  
10.2.38, 10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10,  
10.3.11, 10.3.12, 10.3.13, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19,  
10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, and 10.3.25.

## 25. JOINT OBLIGATIONS

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

26. NON-DISCRIMINATORY WAIVER OF TARIFF PROVISIONS

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

27. MODIFICATION

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

## 28. SUCCESSORS IN INTEREST

Any company which shall succeed by purchase, merger, consolidation or otherwise to the properties substantially or in the entirety, of Egan Hub or of Customer, used or intended to be used for rendering service authorized by the Commission, shall be entitled to the rights and shall be subject to the obligations of its predecessors in title under a service agreement. In accordance with the capacity release procedures set forth in Section 14 of the General Terms and Conditions, Customer may, without relieving itself of its obligations under such service agreement, assign any of its rights and obligations thereunder to another Customer, but otherwise no assignment of such service agreement, or of any of the rights or obligations thereunder, shall be made unless there first shall have been obtained the consent thereto of Egan Hub, in the event of any assignment by Customer, or the consent thereto of Customer, in the event of an assignment by Egan Hub. These restrictions on assignment shall not in any way prevent any party from pledging or mortgaging its rights under a service agreement as security for its indebtedness.

## 29. TERMINATION FOR DEFAULT

- 29.1 Termination of Service. If either Egan Hub or Customer shall fail to perform any of the covenants or obligations imposed upon it or them under and by virtue of an applicable rate schedule or effective service agreement, then the other party may at its option terminate such service agreement by proceeding as follows. The party not in default shall provide written notice to the party in default stating specifically the cause for terminating the service agreement and declaring it to be the intention of the party giving the notice to terminate the same; thereupon the party in default shall have thirty (30) days after receipt of such notice to remedy or remove the cause or causes stated in the notice, and if within the thirty (30) day period the party in default does so remove and remedy said cause or causes and fully indemnifies the party not in default for any and all consequences of such breach, by a good and sufficient indemnity bond or otherwise, then such notice shall be withdrawn and the service agreement shall continue in full force and effect. In case the party in default does not so remedy and remove the cause or causes or does not so indemnify the party giving the notice for any and all consequences of such breach, within the thirty (30) day period, then, after any necessary authorization by regulatory bodies having jurisdiction, the service agreement shall become void at the expiration of said period, provided that notice of termination has not been withdrawn prior thereto. Any cancellation of such service agreement pursuant to the provisions of this paragraph shall be without prejudice to the right of Egan Hub to collect any amounts then due to it for service provided prior to the time of cancellation, and shall be without prejudice to the right of Customer to receive any service for which it has paid but has not received, although entitled thereto, prior to the time of cancellation, and without waiver of any remedy to which the party not in default may be entitled for violations of such service agreement.
- 29.2 Suspension of Service. Prior to a termination for default, Egan Hub may suspend service to any Customer who fails to comply with the General Terms and Conditions, the applicable rate schedule, or Customer's service agreement. Egan Hub's failure to invoke its right to terminate a service agreement for default shall not be construed as a waiver of Egan Hub's right to terminate service during any other period when Customer is in violation of the terms of this tariff or of Customer's service agreement.

### 30. CONSTRUCTION OF NEW RECEIPT AND DELIVERY FACILITIES

- 30.1 Except as provided in Section 30.3 herein, Customer shall reimburse Egan Hub for (a) the costs of any facilities installed by Egan Hub with Customer's consent to receive, measure, store or deliver Gas for Customer's account, and (b) any and all filings and approval fees required in connection with Customer's service agreement that Egan Hub is obligated to pay to the Commission or any other governmental authority having jurisdiction.
- 30.2 Any reimbursement due Egan Hub by Customer pursuant to Section 30.1 shall be due and payable to Egan Hub within ten (10) days of receipt by Customer of Egan Hub's invoice(s) for same; provided, however, subject to Egan Hub's consent such reimbursement, plus carrying charges thereon, may be amortized over a mutually agreeable period not to extend beyond the primary term of the service agreement between Egan Hub and Customer. Carrying charges shall be computed utilizing interest factors acceptable to both Egan Hub and Customer.
- 30.3 Egan Hub may waive from time to time, at its discretion, all or a portion of the facility cost reimbursement requirement set forth in Section 30.1 for Rate Schedules FSS, SSS, EPS, ELS, IPS, IWS and ILS if Customer provides Egan Hub adequate assurances to make construction of the facilities economical to Egan Hub. All requests for waiver shall be handled by Egan Hub in a manner which is not unduly discriminatory. For purposes of determining whether a project is economical, Egan Hub will evaluate projects on the basis of various economic criteria, which will include the estimated cost of the facilities, operating and maintenance as well as administrative and general expenses attributable to the facilities, the revenues Egan Hub estimates will be generated as a result of such construction, and the availability of capital funds on terms and conditions acceptable to Egan Hub. In estimating the revenues to be generated, Egan Hub will evaluate the existence of capacity limitations downstream of the facilities, the marketability of the capacity, the Interruptible versus the firm nature of the service, and other similar factors which impact whether the available capacity will actually be utilized.



### 31. OFF-SYSTEM PIPELINE CAPACITY

From time to time, Egan Hub may enter into transportation and/or storage agreements with other interstate or intrastate pipeline companies ("off-system pipeline"). In the event that Egan Hub acquires capacity on an off-system pipeline, Egan Hub will use such capacity for operational reasons and will only render service to Customers on the acquired capacity pursuant to Egan Hub's FERC Gas Tariff and subject to Egan Hub's rates, as such tariff and rates may change from time to time. For purposes of transactions entered into subject to this Section 31, the "shipper must have title" requirement is waived.

## 32. ELECTRONIC COMMUNICATIONS

### 32.1 System Description

- (a) Egan Hub provides for interactive electronic communications with its Customers and other parties through the LINK® Customer Interface System (hereinafter called the "LINK® System"). The LINK® System shall be available on a nondiscriminatory basis to any party (such party is referred to herein as the "LINK® System Subscriber"), provided that such party (i) has a currently effective Valid Service Agreement, has executed a LINK® System Agreement prior to March 11, 2009, or has executed a LINK® System Agreement electronically via the LINK® System on or after March 11, 2009, (ii) has established its business entity in the LINK® System by submitting Contact Information pursuant to Section 32.4(a) below, and (iii) has designated a Local Security Administrator pursuant to Section 32.3 below. A party to a LINK® System Agreement is responsible for ensuring that the individual executing such agreement on its behalf has the appropriate authority. Use of the LINK® System by such individual is acknowledgement of that authority. Egan Hub shall not be responsible for verifying the authority of an individual to execute a LINK® System Agreement on behalf of a party. For purposes of this Section 32 and the form of LINK® System Agreement only, a "Valid Service Agreement" includes:
- (1) any service agreement pursuant to any of Egan Hub's rate schedules;
  - (2) any service agreement pursuant to any of the Rate Schedules of Algonquin Gas Transmission, LLC;
  - (3) any service agreement pursuant to any of the Rate Schedules of East Tennessee Natural Gas, LLC;
  - (4) any contract between Customer and Moss Bluff Hub, LLC;
  - (5) any service agreement pursuant to any of the Rate Schedules of Ozark Gas Transmission, L.L.C.;
  - (6) any service agreement pursuant to any of the Rate Schedules of Saltville Gas Storage Company, L.L.C.;
  - (7) any service agreement pursuant to any of the Rate Schedules of Texas Eastern Transmission, LP; or
  - (8) a capacity release umbrella agreement between Customer and any of the entities identified herein.

For parties with a LINK® System Agreement dated prior to September 22, 2004, such LINK® System Agreement is hereby superseded by the provisions of this Section 32.

By accessing the LINK® System, LINK® System Subscriber agrees to comply with the procedures for access to and use of the LINK® System as set forth in this Section 32.

Egan Hub reserves the right to implement enhancements to the LINK® System at its sole discretion; provided however, all such enhancements when fully operational shall be available to all LINK® System Subscribers. Egan Hub will exercise due diligence to ensure the LINK® System operates correctly and will provide timely and non-discriminatory access to on-line LINK® System help features and to any information available on the LINK® System that LINK® system Subscriber is entitled to access.

- (b) The LINK® System provides on-line help, a search function that permits a LINK® System Subscriber to locate information concerning a specific transaction, and menus that permit LINK® System Subscribers to separately access notices of available capacity, records in the transportation request log, and standards of conduct information. The LINK® System will permit a LINK® System Subscriber to electronically download information on transactions from the LINK® System and to separate extremely large documents into smaller files prior to such download. Egan Hub shall maintain and retain daily back-up records of the information displayed on the LINK® System and the Internet Web site and through electronic data interchange for three years and shall permit LINK® System Subscriber to review those records upon request. Completed transactions will remain on the LINK® System for at least ninety days after completion and will then be archived. Archived information will be made available by Egan Hub if possible within two weeks after receipt of a Customer's request for such information. Information on the most recent entries will appear ahead of older information.
  
- (c) Customers' Notices pursuant to Section 4 of the General Terms and Conditions shall be submitted electronically and, in addition, posted electronically by the Customer via the LINK® System. Electronic communications may also be transmitted, where applicable, via electronic data interchange, which will be available on a nondiscriminatory basis to any LINK® System Subscriber, provided such LINK® System Subscriber has entered into a trading partner agreement with Egan Hub, in addition to the agreements specified in Section 32.1(a) above. Specifically, a LINK® System Subscriber has the option of utilizing the LINK® System for purposes of:
  - (a) requesting service under Egan Hub's rate schedules;
  - (b) executing, tracking and amending service agreements under Egan Hub's rate schedules;
  - (c) providing nominations and viewing allocations and operational imbalances under all rate schedules as a Customer of Egan Hub pursuant to the applicable rate schedule and the General Terms and Conditions;

- (d) exercising its rights as a Customer of Egan Hub pursuant to Section 3 of the General Terms and Conditions or submitting a bid as a Replacement Customer of Egan Hub under such section;
- (e) exercising its rights as a Customer of Egan Hub pursuant to Section 4 of the General Terms and Conditions (which if submitted utilizing the LINK® System will be posted at that time) or submitting a bid as a Replacement or Prearranged Customer of Egan Hub pursuant to such section, or posting a Capacity Request for capacity release pursuant to such section;
- (f) viewing and downloading operational data for any Gas Day on the second subsequent Gas Day;
- (g) viewing Egan Hub's notice of an OFO as contemplated by Section 5.5 of the General Terms and Conditions; and
- (h) such other functions as may be available on the LINK® System from time to time.

32.2 Information. Egan Hub shall post at least four times a day on the LINK® System and the Internet Web site information relevant to the availability of firm and Interruptible capacity in its facility. The LINK® System and the Internet Web site will indicate whether the capacity is available from Egan Hub directly or through Egan Hub's capacity release mechanism as set forth in Section 4 of the General Terms and Conditions. The LINK® System and the Internet Web site shall provide the best available information about imbalances on a daily basis. The LINK® System and the Internet Web site also include information allowed or required to be posted thereon by other provisions of the tariff including Section 4, information that Egan Hub is required to post pursuant to the Commission's regulations, or other information Egan Hub chooses to post in furtherance of the operation of its system.

### 32.3 Local Security Administrators

- (a) LINK® System Subscriber shall designate one or more persons to perform certain security functions on the LINK® System ("Local Security Administrator") by submitting for each such person the Local Security Administrator Designation information via the LINK® System using the applicable on-line form, as such form is amended from time to time in the LINK® System. LINK® System Subscriber shall update Local Security Administrator Designation information via the LINK® System as such information changes.
- (b) The Local Security Administrator shall, via the LINK® System, be responsible for (1) identifying those persons who are duly authorized by LINK® System Subscriber to use the LINK® System to perform one or

more of the functions available on the LINK® System ("LINK® System User"); (2) providing LINK® System Users with individualized USERIDs and passwords; (3) maintaining LINK® System Users' account information; (4) adding and terminating LINK® System Users immediately upon a change in status requiring such addition or termination; (5) creating and modifying security rights for LINK® System Users; (6) approving or terminating Designation of Affiliated Companies information and Designation of Agency information pursuant to Sections 32.5 and 32.6, respectively; and (7) ensuring that USERIDs are used only as appropriate and as contemplated by these General Terms and Conditions and the LINK® System Agreement.

- (c) Egan Hub shall be entitled to rely upon the representation of the LINK® System Subscriber's Local Security Administrator that the LINK® System User(s) identified by Local Security Administrator may (i) transmit information to Egan Hub; (ii) view information posted on the LINK® System; and/or (iii) perform the LINK® System contracting function in accordance with the security rights granted by Local Security Administrator.

#### 32.4 Authorized Use of LINK® System; Confidentiality

- (a) LINK® System Subscriber shall submit Contact Information to Egan Hub via the LINK® System using the applicable on-line form, as such form is updated from time to time in the LINK® System. In addition, LINK® System Subscriber shall be required to submit updated Contact Information to Egan Hub via the LINK® System as such information changes. Such revised information shall supersede in its entirety any Contact Information previously submitted to Egan Hub.
- (b) LINK® System Subscriber shall not disclose to persons other than Local Security Administrator and LINK® System Users that are employed by LINK® System Subscriber, or properly designated affiliates or agents of LINK® System Subscriber, and shall otherwise keep confidential, all USERIDs and passwords issued by Local Security Administrator. In addition, LINK® System Subscriber shall cause Local Security Administrator and LINK® System User(s) to refrain from disclosing to any other person, whether or not employed by LINK® System Subscriber, and shall otherwise keep confidential, the individualized USERID and password issued to each such LINK® System User.
- (c) LINK® System Subscriber shall be solely responsible for any unauthorized or otherwise improper use of USERIDs and passwords issued by or for its Local Security Administrator, including, but not limited to, the use of such USERIDs and passwords by LINK® System

Users who are not within LINK® System Subscriber's employment or control.

- (d) Egan Hub reserves the right to disable for due cause any USERID issued to any LINK® System User. Egan Hub shall provide notice to LINK® System Subscriber, LINK® System User and/or Local Security Administrator, as applicable, at the time that the USERID is disabled by Egan Hub. In addition, upon thirty (30) days prior notice to the LINK® System User and the Local Security Administrator, Egan Hub will disable any USERID that has not been used to access the LINK® System for fifteen (15) consecutive months.
- (e) LINK® System Subscriber shall immediately notify Egan Hub of the desire to delete a Local Security Administrator of LINK® System Subscriber by (i) e-mail to link-help@spectraenergy.com, or (ii) submission via the LINK® System using the applicable on-line form of revised Local Security Administrator Designation information for such Local Security Administrator indicating the desire for termination. Such revised information shall supersede in its entirety any Local Security Administrator Designation information previously submitted to Egan Hub for such Local Security Administrator. LINK® System Subscriber shall be solely responsible for any unauthorized actions of Local Security Administrator due to LINK® System Subscriber's failure to so notify Egan Hub of the need to delete such Local Security Administrator.
- (f) Egan Hub warrants that, without the express consent of LINK® System Subscriber or as otherwise provided in this FERC Gas Tariff, no Egan Hub employee or agent will disclose to any third party any non-public information regarding research performed through the use of the LINK® System by LINK® System Subscriber.
- (g) Any manual forms received by Egan Hub prior to September 1, 2007 related to Contact Information, Designation of Agency, or Designation of Affiliated Companies, and any Local Security Administrator Designation Forms received by Egan Hub prior to March 11, 2009, shall remain in full force and effect until the earlier of (i) termination by the LINK® System Subscriber or (ii) receipt of superseding information submitted pursuant to this Section 32.

### 32.5 LINK® System Subscriber; Affiliated Companies

- (a) If LINK® System Subscriber belongs to a group of affiliated companies and requires LINK® System access on behalf of one or more of said affiliates, LINK® System Subscriber (i) shall, or shall cause one of the affiliates of LINK® System Subscriber to, submit to Egan Hub via the

LINK® System the Designation of Affiliated Companies information, and (ii) shall cause all other parties included in the affiliation to approve the Designation of Affiliated Companies information via the LINK® System. The Designation of Affiliated Companies information shall be submitted and approved via the applicable on-line form, as such form is updated from time to time in the LINK® System. The submission pursuant to item (i) herein shall be deemed to be the submitting party's approval of the Designation of Affiliated Companies information.

- (b) When Designation of Affiliated Companies information changes, the LINK® System Subscriber shall cause revised Designation of Affiliated Companies information to be submitted and approved pursuant to Section 32.5(a) above. Such revised information shall supersede in its entirety any Designation of Affiliated Companies information previously submitted to Egan Hub. LINK® System Subscriber warrants that access consistent with any Designation of Affiliated Companies information submitted and approved by LINK® System Subscriber and its affiliates in accordance with Section 32.5(a) above or manually submitted prior to September 1, 2007, pursuant to Section 32.4(g) above is appropriate and authorized. Determining the propriety of such access is the responsibility of LINK® System Subscriber and/or its affiliates, but Egan Hub reserves the right to reject such Designation of Affiliated Companies information if it determines that granting such designation would violate any contractual, legal, or regulatory responsibility of Egan Hub.
- (c) In order for LINK® System Users of LINK® System Subscriber to access the LINK® System on behalf of LINK® System Subscriber's affiliates designated pursuant Section 32.5(a) above, LINK® System Subscriber and each designated affiliate of LINK® System Subscriber must meet the requirements of a LINK® System Subscriber set forth in Section 32.1(a) of these General Terms and Conditions.
- (d) It is the obligation of the LINK® System Subscriber to notify Egan Hub via the LINK® System when a company affiliation terminates, either by (i) submitting a request to terminate a company affiliation via the applicable on-line form, as such form is updated from time to time in the LINK® System, or (ii) submitting and approving superseding Designation of Affiliated Companies information in accordance with Section 32.5(a). An affiliate may request a termination of the company affiliation by submitting such request via the LINK® System. A request to terminate a company affiliation will be processed by Egan Hub without consent from the non-requesting party.

### 32.6 LINK® System Subscriber; Agency

- (a) If LINK® System Subscriber desires to designate one or more persons or entities to act as an agent on behalf of LINK® System Subscriber ("Agent"), then for each such Agent, the LINK® System Subscriber (i) shall, or shall cause the Agent to, submit to Egan Hub via the LINK® System the Designation of Agency information specifying the rights granted to the Agent and (ii) shall cause the other party to the agency relationship to approve the Designation of Agency information. The Designation of Agency information shall be submitted and approved via the applicable on-line form, as such form is updated from time to time in the LINK® System. The submission pursuant to item (i) herein shall be deemed to be the submitting party's approval of the information. Egan Hub may require that LINK® System Subscriber provide additional documentation to confirm that LINK® System Subscriber desires Agent to act on its behalf.
- (b) In order for LINK® System Users of an Agent designated pursuant to Section 32.6(a) above to access the LINK® System on behalf of LINK® System Subscriber, such Agent must meet the requirements of a LINK® System Subscriber set forth in Section 32.1(a) of these General Terms and Conditions.
- (c) Egan Hub may accept and fully rely upon Designation of Agency information submitted and approved in accordance with Section 32.6(a) above or manually submitted prior to September 1, 2007, in accordance with Section 32.4(g) above. Egan Hub may fully rely upon all communications received from and direction given by Agent with respect to all actions indicated in the approved Designation of Agency information for which Agent is authorized to act on behalf of LINK® System Subscriber. Egan Hub may grant Agent access to LINK® System Subscriber's data contained in the LINK® System as necessary to perform the functions identified in the approved Designation of Agency information. LINK® System Subscriber will defend, indemnify and hold harmless Egan Hub from and against any and all claims, demands, liabilities and/or actions, and/or any and all resulting loss, costs, damages, and/or expenses (including court costs and reasonable attorney's fees) of any nature whatsoever, that may be asserted against or imposed upon Egan Hub by any party associated with Egan Hub's reliance on Designation of Agency information provided pursuant to this Section 32.6.
- (d) The rights specified in the approved Designation of Agency information having the latest commencement date shall supersede all prior rights granted by LINK® System Subscriber to Agent. In no event can an agency right granted to one Agent be simultaneously granted to another Agent.



It is the obligation of the LINK® System Subscriber to notify Egan Hub when an agency relationship changes or terminates, either by (i) specifying a termination date in the approved Designation of Agency information, (ii) submitting a request to terminate an agency relationship via the LINK® System using the applicable on-line form, as such form is updated from time to time in the LINK® System, or (iii) submitting and approving superseding Designation of Agency information in accordance with Section 32.6(a). The Agent may request a termination of the agency relationship by submitting such request via the LINK® System. A request to terminate an agency relationship will be processed by Egan Hub without consent from the non-requesting party.

LINK® System Subscriber and Agent must re-approve existing Designation of Agency information via the LINK® System using the applicable on-line form, as such form is updated from time to time in the LINK® System, on an annual basis. If, during this annual re-approval process, either the LINK® System Subscriber or the Agent desires a change to the Designation of Agency information, new Designation of Agency information must be submitted and approved in accordance with Section 32.6(a) above. Egan Hub shall remove the security rights granted to all LINK® System Users of Agent pertaining to access granted by LINK® System Subscriber pursuant to the Designation of Agency information if LINK® System Subscriber and Agent do not re-approve the existing Designation of Agency information or submit and approve updated Designation of Agency information on an annual basis.

- (e) Agent is authorized to act on behalf of LINK® System Subscriber under any or all of LINK® System Subscriber's Service Agreements with Egan Hub as such Service Agreements are effective from time to time, or with respect to any or all meter locations as available from time to time, respectively, as specified in the Designation of Agency information, until LINK® System Subscriber properly notifies Egan Hub that the agency relationship is terminated or superseded in accordance with Section 32.6(d). The designation of an Agent by a LINK® System Subscriber does not provide for an assignment of the rights and obligations of any Service Agreement between Egan Hub and LINK® System Subscriber.

### 32.7 Liability

- (a) Egan Hub shall not be liable to LINK® System Subscriber nor any other party in damages for any act, omission or circumstance related to the LINK® System occasioned by or in consequence of an event of Force Majeure as defined in Section 17 of these General Terms and Conditions, that is not within the control of Egan Hub and which by the exercise of due diligence Egan Hub is unable to prevent or overcome. To the extent

the information displayed on the LINK® System is originated solely by Egan Hub and such information is subsequently determined to be inaccurate, LINK® System Subscriber shall not be subject to any penalties otherwise collectable by Egan Hub based on Customer conduct attributable to such inaccuracy during the period the inaccurate information was displayed on the LINK® System.

- (b) LINK® System Subscriber shall defend, indemnify and hold harmless Egan Hub from and against any and all claims, demands and/or actions, and any and all resulting loss, costs, damages, and/or expenses (including court costs and reasonable attorney's fees) of any nature whatsoever, that may be asserted against or imposed upon Egan Hub by any party as a result of the unauthorized or otherwise improper use of any USERID and/or password issued to or by LINK® System Subscriber and/or Local Security Administrator or any other unauthorized or improper use of the LINK® System by any LINK® System User or LINK® System Subscriber unless such improper use is the result of Egan Hub's negligence or willful misconduct, including, but not limited to, distribution of USERIDs or passwords to persons that are not employed by, or agents or affiliates of, LINK® System Subscriber.

32.8 Electronic Mail (E-mail) Notification. For system-wide notices of general applicability, any provisions of this FERC Gas Tariff requiring that these matters be written or in writing are satisfied by Egan Hub utilizing electronic transmission through the LINK® System in accordance with the procedures for utilization of the LINK® System or through electronic data interchange as provided for in Commission-approved or permitted data sets. Critical system-wide notices will be in a separate category from notices that are not critical. Egan Hub will use electronic mail (e-mail) in order to facilitate certain notifications to Customers as required by this FERC Gas Tariff. Customer shall provide Egan Hub with at least one e-mail address to which these notifications can be sent, and shall be responsible for updating such information as necessary. In addition to the requirement specified in Section 5 of these General Terms and Conditions to post notices on the LINK® System, Egan Hub shall provide such notifications via e-mail communication to those Customers that have provided such e-mail address information and have requested, via the LINK® System, e-mail notification of Critical Notices issued by Egan Hub. Customer shall be responsible for providing accurate e-mail notification information to Egan Hub, including timely updates to such information as necessary. All other provisions, including service agreement-specific notices, requiring items or information to be written or in writing remain unchanged unless otherwise agreed by Egan Hub and Customer.

32.9 Rights to LINK® System. Egan Hub or an affiliate of Egan Hub is the exclusive proprietor of the programming that generates the LINK® System and of all the copyrights and proprietary interests therein, except insofar as any third party

(whose materials are made available in the files of the LINK® System under license to Egan Hub or an affiliate of Egan Hub) possesses a copyright or proprietary interest in such materials, but not of the files of and the information displayed on the LINK® System. A LINK® System Subscriber will not by virtue of this Section 32 or the executed LINK® System Agreement acquire any proprietary interests in the programming that generates the LINK® System. As part of Egan Hub's continuing development of the LINK® System, third parties may desire to acquire rights to certain parts of the programming. Egan Hub will attempt to accommodate, when appropriate, requests by LINK® System Subscribers to license these rights for use in the LINK® System.

### 33. DISPOSITION OF RETAINED QUANTITIES

- 33.1 In the event that Egan Hub holds an auction for quantities retained pursuant to Section 9 of Rate Schedule FSS, Sections 2 and 9 of Rate Schedule SSS, Sections 2 and 8 of Rate Schedule EPS, Sections 2 and 8 of Rate Schedule IPS, Sections 2 and 8 of Rate Schedule IBS, and/or Section 4.14(b) of these General Terms and Conditions, Egan Hub shall post a notice of such auction on the LINK® System at least three (3) Business Days prior to the date on which bids will be accepted. Such notice shall specify the quantity of Gas to be auctioned, the date on which the bids will be accepted, and the evaluation method that will be used to determine the highest bid. Egan Hub shall accept bids only during the time period from 7:00 A.M. CT until 11:00 A.M. CT on the day that bids are due. Egan Hub shall award the quantities to the bidder submitting the highest bid, and shall notify such bidder prior to 4:00 P.M. CT of the same day on which Egan Hub accepts bids; provided, however, Egan Hub reserves the right to reject all bids.
- 33.2 Egan Hub shall credit the proceeds received from the auction for quantities retained pursuant to Section 9 of Rate Schedule FSS, Sections 2 and 9 of Rate Schedule SSS, Sections 2 and 8 of Rate Schedule EPS, Sections 2 and 8 of Rate Schedule IPS, Sections 2 and 8 of Rate Schedule IBS and Section 4.14(b) of these General Terms and Conditions as specified in each such section.

### 34. OPERATIONAL BALANCING AGREEMENTS

- 34.1 Any imbalances arising under any service agreement between Customer and Egan Hub that are attributable to variances (1) between actual receipts of Gas and scheduled and confirmed receipts of Gas at Point(s) of Receipt, or (2) between actual deliveries of Gas and scheduled and confirmed deliveries of Gas at Point(s) of Delivery, which Point(s) of Receipt and/or Point(s) of Delivery are subject to Operational Balancing Agreements, as more fully described in Section 34.2, on the Gas Day or Gas Days such variances arise, will be resolved by Egan Hub pursuant to the terms of the applicable Operational Balancing Agreement.
- 34.2 For the purpose of minimizing operational conflicts between various facilities with respect to the delivery of Gas to and from Egan Hub's facilities, Egan Hub is willing to negotiate and execute Operational Balancing Agreements with appropriate parties that operate natural gas facilities which interconnect with Egan Hub's facilities (herein called "OBA Party"). Such Operational Balancing Agreements shall specify the gas custody transfer procedures to be followed by Egan Hub and OBA Party for the confirmation of scheduled quantities to be received by Egan Hub at Point(s) of Receipt and delivered by Egan Hub at Point(s) of Delivery. Such Operational Balancing Agreements will provide that any variance between actual quantities and scheduled and confirmed quantities for any Gas Day shall be resolved in-kind promptly. To facilitate such determination of variances on a timely basis, Egan Hub and OBA Party will agree in the Operational Balancing Agreement on necessary measurement and accounting procedures. Egan Hub will provide to any party upon request a copy of any executed Operational Balancing Agreement.
- 34.3 It is Egan Hub's intent to negotiate and execute Operational Balancing Agreements on a non-discriminatory basis with any OBA Party. However, Egan Hub shall have no obligation to negotiate and execute Operational Balancing Agreements with any OBA Party that:
- (a) is not creditworthy as determined pursuant to Section 4 of the General Terms and Conditions; for purposes of such provision, references to Customer shall refer to the OBA Party.
  - (b) does not maintain dispatching operation which is staffed on a continuous, around-the-clock basis 365 days per year;
  - (c) would cause the level of regulation to which Egan Hub is subject prior to the execution of the applicable Operational Balancing Agreement to increase; or

(d) does not commit to timely determination of variances based on reasonable available measurement technology.

34.4 Nothing in this Section 34 nor any executed Operational Balancing Agreement shall limit Egan Hub's rights to take action as may be required to adjust receipts and deliveries under any service agreement to reflect actual experience or to alleviate conditions which threaten the integrity of Egan Hub's system, including maintenance of service to higher priority Customers and/or services.

## **FORM OF SERVICE AGREEMENTS**

### **INDEX**

Description/Title

1. FIRM STORAGE SERVICE AGREEMENT (For Use Under Rate Schedule FSS)
2. SECONDARY FIRM STORAGE SERVICE AGREEMENT (For Use Under Rate Schedule SSS)
3. SALES SERVICE AGREEMENT (For Use Under Rate Schedule SS)
4. HUB SERVICES AGREEMENT (For Use Under Rate Schedules EPS, ELS, IPS, IWS, ILS, IBTS and IBS)
5. CAPACITY RELEASE UMBRELLA AGREEMENT
6. LINK® SYSTEM AGREEMENT

FIRM STORAGE SERVICE AGREEMENT  
(For Use Under Rate Schedule FSS)

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

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

This Service Agreement is entered into by and between Egan Hub Storage, LLC, ("Egan Hub") and \_\_\_\_\_ ("Customer").

WHEREAS,

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Egan Hub agrees to provide, and Customer agrees to take and pay for, service pursuant to the terms of this Service Agreement and subject to the terms of Egan Hub's Rate Schedule FSS and the General Terms and Conditions of Egan Hub's FERC Gas Tariff, which are incorporated herein by reference and made a part hereof.
2. The Maximum Storage Quantity ("MSQ"), Maximum Daily Withdrawal Quantity ("MDWQ"), Maximum Daily Delivery Quantity ("MDDQ"), Maximum Daily Injection Quantity ("MDIQ") and Maximum Daily Receipt Quantity ("MDRQ") and the Primary Point(s) of Receipt and Delivery applicable to service under this Service Agreement are listed on Exhibit B attached hereto. Exhibit B constitutes a part of this Service Agreement and is incorporated herein.
3. This Service Agreement shall be effective on \_\_\_\_\_, and shall remain in force and effect until and including \_\_\_\_\_, (the "Primary Term"). Thereafter, this Service Agreement shall continue for successive terms of twelve (12) Months each (the "Renewal Term"), provided that the original Primary Term was for a period of at least twelve (12) consecutive Months, unless either party gives ninety (90) days written notice to the other party prior to the end of the Primary Term or any Renewal Term thereafter.

**[TO THE EXTENT THAT A CONTRACTUAL RIGHT OF FIRST REFUSAL IS AGREED TO BY CUSTOMER AND EGAN HUB, THE FOLLOWING LANGUAGE SHALL BE INCLUDED IN CUSTOMER'S SERVICE AGREEMENT: Upon the expiration of the Primary Term or any Renewal Term thereafter, Customer shall have a contractual right of first refusal pursuant to Section 8 of Rate Schedule FSS.]**

Pre-granted abandonment shall apply upon termination of this Service Agreement (subject to any right of first refusal that Customer may have negotiated with Egan Hub.)

4. Customer agrees to pay Egan Hub the rates, charges, and fees specified in Exhibit C and Exhibit D hereto for all services furnished to Customer pursuant to this Service Agreement. Customer further agrees to pay Egan Hub all other applicable taxes, fees and charges as specified in Rate Schedule FSS and in the General Terms and Conditions of Egan Hub's FERC Gas Tariff.
5. Unless otherwise required in the Tariff, all notices shall be in writing and mailed to the applicable address below. Customer or Egan Hub may change the addresses or other information below by written notice to the other without the necessity of amending this Service Agreement.

EGAN HUB: Egan Hub Storage, LLC  
5400 Westheimer Court  
Houston, Texas 77056-5310  
Attention: Spectra Energy Transmission Marketing Department

CUSTOMER: \_\_\_\_\_

NOTICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

BILLING: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Attention: \_\_\_\_\_

6. The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of Texas without recourse to the law regarding the conflict of laws. This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules and regulations of duly constituted authorities having jurisdiction.
7. This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the Service Agreement(s) between the parties hereto as described below, if applicable:

Firm Storage Service Agreement dated \_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date specified above.

EGAN HUB STORAGE, LLC

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

Customer

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

Exhibit A to the Firm Storage Service Agreement  
between Egan Hub Storage, LLC (Egan Hub) and  
\_\_\_\_\_ (Customer)

The quantity of Gas Customer may inject pursuant to the Firm Storage Service Agreement at any time is determined by the following schedule:

<u>Storage Inventory*</u>	<u>Receipt Point Pressure - PSIG</u>		
	<u>800-850</u>	<u>851-900</u>	<u>901+</u>
0-20%			
21-40%			
41-60%			
61-80%			
81-100%			

The Storage Inventory expressed as a percentage of Customer's MSQ.

Exhibit B to the Firm Storage Service Agreement  
 between Egan Hub Storage, LLC (Egan Hub) and  
 \_\_\_\_\_ (Customer)

Point(s) of Receipt and Point(s) of Delivery \*

ANR Pipeline:

Maximum Daily Receipt Quantity (MDRQ) \_\_\_\_\_  
 Maximum Daily Delivery Quantity (MDDQ) \_\_\_\_\_

Columbia Gulf Transmission:

Maximum Daily Receipt Quantity (MDRQ) \_\_\_\_\_  
 Maximum Daily Delivery Quantity (MDDQ) \_\_\_\_\_

Florida Gas Transmission:

Maximum Daily Receipt Quantity (MDRQ) \_\_\_\_\_  
 Maximum Daily Delivery Quantity (MDDQ) \_\_\_\_\_

NRG - Bayou Cove:

Maximum Daily Receipt Quantity (MDRQ) \_\_\_\_\_  
 Maximum Daily Delivery Quantity (MDDQ) \_\_\_\_\_

Targa Louisiana Field Services:

Maximum Daily Receipt Quantity (MDRQ) \_\_\_\_\_  
 Maximum Daily Delivery Quantity (MDDQ) \_\_\_\_\_

Tennessee Gas Pipeline:

Maximum Daily Receipt Quantity (MDRQ) \_\_\_\_\_  
 Maximum Daily Delivery Quantity (MDDQ) \_\_\_\_\_

Texas Eastern Transmission:

Maximum Daily Receipt Quantity (MDRQ) \_\_\_\_\_  
 Maximum Daily Delivery Quantity (MDDQ) \_\_\_\_\_

Texas Gas Transmission:

Maximum Daily Receipt Quantity (MDRQ) \_\_\_\_\_  
 Maximum Daily Delivery Quantity (MDDQ) \_\_\_\_\_

Trunkline Gas:

Maximum Daily Receipt Quantity (MDRQ) \_\_\_\_\_  
 Maximum Daily Delivery Quantity (MDDQ) \_\_\_\_\_

\* Any point with an MDRQ and/or MDDQ that is greater than zero (0) is considered to be a Primary Point. All other points are considered to be Secondary Points.

Applicable Quantities:

Maximum Storage Quantity (MSQ): \_\_\_\_\_ Dth  
 Maximum Daily Injection Quantity (MDIQ): \_\_\_\_\_ Dth/day  
 Maximum Daily Withdrawal Quantity (MDWQ): \_\_\_\_\_ Dth/day

Exhibit C dated \_\_\_\_\_ to the Firm Storage Service Agreement  
between Egan Hub Storage, LLC (Egan Hub) and  
\_\_\_\_\_ (Customer) dated \_\_\_\_\_

Customer agrees to pay Egan Hub the following charges for all firm storage service furnished to  
Customer hereunder:

PERIOD(S)	RATE(S) (PER DTH)			
	Storage reservation charge	Storage injection charge	Storage withdrawal charge	Fuel reimbursement
_____	_____	_____	_____	_____

Signed for Identification

Egan Hub Storage, LLC: \_\_\_\_\_

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

Supersedes Exhibit C Dated: \_\_\_\_\_

Exhibit D dated \_\_\_\_\_ to the Firm Storage Service Agreement  
between Egan Hub Storage, LLC (Egan Hub) and  
\_\_\_\_\_ (Customer) dated \_\_\_\_\_

Customer agrees to pay Egan Hub the following charges for Excess Injection  
Gas and Excess Withdrawal Gas as related to this Firm Storage Service  
Agreement as furnished to Customer hereunder:

PERIOD(S)	RATE(S) (PER DTH)	
	Excess Injection Charge	Excess Withdrawal Charge
_____	_____	_____

Signed for Identification

Egan Hub Storage, LLC: \_\_\_\_\_

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

Supersedes Exhibit D Dated: \_\_\_\_\_

SECONDARY FIRM STORAGE SERVICE AGREEMENT  
(For Use Under Rate Schedule SSS)

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

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

This Service Agreement is entered into by and between Egan Hub Storage, LLC, ("Egan Hub") and \_\_\_\_\_ ("Customer").

WHEREAS,

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Egan Hub agrees to provide, and Customer agrees to take and pay for, service pursuant to the terms of this Service Agreement and subject to the terms of Egan Hub's Rate Schedule SSS and the General Terms and Conditions of Egan Hub's FERC Gas Tariff, which are incorporated herein by reference and made a part hereof.
2. The Maximum Storage Quantity ("MSQ"), Maximum Daily Withdrawal Quantity ("MDWQ"), Maximum Daily Delivery Quantity ("MDDQ"), Maximum Daily Injection Quantity ("MDIQ") and Maximum Daily Receipt Quantity ("MDRQ") and the Primary Point(s) of Receipt and Delivery applicable to service under this Service Agreement are listed on Exhibit A attached hereto. Exhibit A constitutes a part of this Service Agreement and is incorporated herein.
3. This Service Agreement shall be effective on \_\_\_\_\_, and shall remain in force and effect until and including \_\_\_\_\_ (the "Primary Term"). Thereafter, this Service Agreement shall continue for successive terms of twelve (12) Months each (the "Renewal Term"), provided that the original Primary Term was for a period of at least twelve (12) consecutive Months, unless either party gives ninety (90) days written notice to the other party prior to the end of the Primary Term or any Renewal Term thereafter.

**[TO THE EXTENT THAT A CONTRACTUAL RIGHT OF FIRST REFUSAL IS AGREED TO BY CUSTOMER AND EGAN HUB, THE FOLLOWING LANGUAGE SHALL BE INCLUDED IN CUSTOMER'S SERVICE AGREEMENT:**  
Upon the expiration of the Primary Term or any Renewal Term thereafter, Customer shall have a contractual right of first refusal pursuant to Section 8 of Rate Schedule SSS.]

Pre-granted abandonment shall apply upon termination of this Service Agreement (subject to any right of first refusal that Customer may have negotiated with Egan Hub.)

4. Customer agrees to pay Egan Hub the rates, charges, and fees specified in Exhibit B and Exhibit C hereto for all services furnished to Customer pursuant to this Service Agreement. Customer further agrees to pay Egan Hub all other applicable taxes, fees and charges as specified in Rate Schedule SSS and in the General Terms and Conditions of Egan Hub's FERC Gas Tariff.
5. Unless otherwise required in the Tariff, all notice shall be in writing and mailed to the applicable address below. Customer or Egan Hub may change the addresses or other information below by written notice to the other without the necessity of amending this Service Agreement.

EGAN HUB: Egan Hub Storage, LLC  
5400 Westheimer Court  
Houston, Texas 77056-5310  
Attention: Spectra Energy Transmission Marketing Department

CUSTOMER: \_\_\_\_\_

NOTICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

BILLING: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Attention: \_\_\_\_\_

6. The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of Texas without recourse to the law regarding the conflict of laws. This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules and regulations of duly constituted authorities having jurisdiction.
7. This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the Service Agreement(s) between the parties hereto as described below, if applicable:

Secondary Firm Storage Service Agreement dated \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have caused this Service Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date specified above.

EGAN HUB STORAGE, LLC

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

Customer

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

Exhibit A to the Secondary Firm Storage Service Agreement  
between Egan Hub Storage, LLC (Egan Hub) and  
\_\_\_\_\_ (Customer)

Point(s) of Receipt and Point(s) of Delivery

ANR Pipeline:

Maximum Daily Receipt Quantity (MDRQ) \_\_\_\_\_  
Maximum Daily Delivery Quantity (MDDQ) \_\_\_\_\_

Columbia Gulf Transmission:

Maximum Daily Receipt Quantity (MDRQ) \_\_\_\_\_  
Maximum Daily Delivery Quantity (MDDQ) \_\_\_\_\_

NRG - Bayou Cove:

Maximum Daily Receipt Quantity (MDRQ) \_\_\_\_\_  
Maximum Daily Delivery Quantity (MDDQ) \_\_\_\_\_

Florida Gas Transmission:

Maximum Daily Receipt Quantity (MDRQ) \_\_\_\_\_  
Maximum Daily Delivery Quantity (MDDQ) \_\_\_\_\_

Tennessee Gas Pipeline:

Maximum Daily Receipt Quantity (MDRQ) \_\_\_\_\_  
Maximum Daily Delivery Quantity (MDDQ) \_\_\_\_\_

Targa Louisiana Field Services:

Maximum Daily Receipt Quantity (MDRQ) \_\_\_\_\_  
Maximum Daily Delivery Quantity (MDDQ) \_\_\_\_\_

Texas Eastern Transmission:

Maximum Daily Receipt Quantity (MDRQ) \_\_\_\_\_  
Maximum Daily Delivery Quantity (MDDQ) \_\_\_\_\_

Texas Gas Transmission:

Maximum Daily Receipt Quantity (MDRQ) \_\_\_\_\_  
Maximum Daily Delivery Quantity (MDDQ) \_\_\_\_\_

Trunkline Gas Company:

Maximum Daily Receipt Quantity (MDRQ) \_\_\_\_\_  
Maximum Daily Delivery Quantity (MDDQ) \_\_\_\_\_

Applicable Quantities:

Maximum Storage Quantity (MSQ): \_\_\_\_\_ Dth  
Maximum Daily Injection Quantity (MDIQ): \_\_\_\_\_ Dth/day  
Maximum Daily Withdrawal Quantity (MDWQ): \_\_\_\_\_ Dth/day



Exhibit B dated \_\_\_\_\_ to the Secondary Firm Storage Service Agreement  
between Egan Hub Storage, LLC (Egan Hub) and  
\_\_\_\_\_ (Customer) dated \_\_\_\_\_

Customer agrees to pay Egan Hub the following charges for all secondary firm storage service  
furnished to Customer hereunder:

PERIOD(S)	RATE(S) (PER DTH)			
	Storage reservation charge	Storage injection charge	Storage withdrawal charge	Fuel reimbursement
_____	_____	_____	_____	_____

Signed for Identification

Egan Hub Storage, LLC: \_\_\_\_\_

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

Supersedes Exhibit B Dated: \_\_\_\_\_

Exhibit C dated \_\_\_\_\_  
to the Secondary Firm Storage Service Agreement  
between Egan Hub Storage, LLC (Egan Hub) and  
\_\_\_\_\_ (Customer) dated \_\_\_\_\_

Customer agrees to pay Egan Hub the following charges for Excess Injection Gas and Excess Withdrawal Gas as related to this Secondary Firm Storage Service Agreement as furnished to Customer hereunder:

PERIOD(S)	RATE(S) (PER DTH)	
	Excess Injection Charge	Excess Withdrawal Charge
_____	_____	_____

Signed for Identification

Egan Hub Storage, LLC: \_\_\_\_\_

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

Supersedes Exhibit C Dated: \_\_\_\_\_

FORM OF SERVICE AGREEMENT  
(APPLICABLE TO SS RATE SCHEDULE)

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

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

This Service Agreement is entered into by and between Egan Hub Storage, LLC, ("Egan Hub") and \_\_\_\_\_ ("Customer").

WHEREAS,

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Egan Hub agrees to provide, and Customer agrees to take and pay for, service pursuant to the terms of this Service Agreement and subject to the terms of Egan Hub's Rate Schedule SS and the General Terms and Conditions of Egan Hub's FERC Gas Tariff, which are incorporated herein by reference and made a part hereof. Egan Hub shall have the right to interrupt sales of Gas under this Agreement if at any time Customer fails to materially comply with any provision of this Agreement.
2. Egan Hub agrees to sell to Customer quantities of Gas up to the quantities specified in Exhibit A. Gas to be sold by Egan Hub to or for Customer hereunder shall be delivered at the Point(s) of Receipt located on Egan Hub's system set forth in Exhibit A of this Agreement. Exhibit A constitutes a part of this Service Agreement and is incorporated herein.
3. This Agreement shall become effective as of the date set forth hereinabove and shall continue in effect for [insert term of Agreement].
4. Customer shall pay Egan Hub [insert terms of negotiated rate].
5. The parties hereto agree that neither party shall be liable to the other for any special, indirect, or consequential damages (including business interruptions) arising out of or in any manner related to this Agreement.
6. Except as herein otherwise provided by notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when received by registered, certified, or first class mail, or overnight delivery service (Federal Express, UPS, or U.S. Postal Service) at the address of the parties as follows:

- (a) Egan Hub: Egan Hub Storage, LLC  
5400 Westheimer Court  
Houston, Texas 77056-5310  
Attention: Spectra Energy Transmission Marketing Department
- (b) Customer:

or such other address as either party shall subsequently designate by formal written notice.

7. This Agreement constitutes the entire agreement between the parties and no modification, waiver, representation or agreement, oral or otherwise, shall affect the subject matter hereof unless and until such modification, waiver, representation or agreement is reduced to writing and executed by authorized representatives of the parties.
8. THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.
9. When this Agreement becomes effective, it shall supersede the following agreements between the parties hereto:

Dated

Dated

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in several counterparts by their authorized agents.

EGAN HUB STORAGE, LLC

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

Customer

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

FORM OF SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE SS)  
(Continued)

EXHIBIT A

To the Agreement under SS Rate Schedule between Egan Hub Storage, LLC and  
\_\_\_\_\_ (Customer) concerning Point(s) of Receipt.

Egan Hub agrees to sell to Customer quantities of Gas at the Point(s) of Receipt up to the following quantities:

Point of  
Receipt

Daily  
Contract Obligation

Signed for Identification

Egan Hub Storage, LLC \_\_\_\_\_

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

Supersedes Exhibit A Dated: \_\_\_\_\_

HUB SERVICES AGREEMENT  
(For Use Under Rate Schedules EPS, ELS, IPS, IWS, ILS, IBTS, and IBS)

Date: \_\_\_\_\_ Contract No. \_\_\_\_\_

This Service Agreement is entered into by and between Egan Hub Storage, LLC, ("Egan Hub") and \_\_\_\_\_ ("Customer").

WHEREAS,

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Egan Hub agrees to provide, and Customer agrees to take and pay for, service pursuant to the terms of this Service Agreement and subject to the terms of Egan Hub's Rate Schedules EPS, ELS, IPS, IWS, ILS, IBTS and/or IBS, as applicable, and the General Terms and Conditions of Egan Hub's FERC Gas Tariff, which are incorporated herein by reference and made a part hereof. Egan Hub shall provide enhanced and/or interruptible service for Customer and shall receive, inject, park, store, wheel, loan, withdraw and redeliver the quantities of Gas up to Customer's MDIQ, MDWQ, MSQ, MPQ, MLQ, and/or MDWhQ, as specified on Exhibit B hereto.
2. The location(s) at which service under this Service Agreement will be provided are listed on the Exhibit(s) A attached hereto. The type of service and the maximum quantities applicable to the specific transaction under this Service Agreement are listed on the Exhibit(s) B attached hereto. The Exhibit(s) A and Exhibit(s) B constitute a part of this Service Agreement and are incorporated herein.
3. This Service Agreement shall become effective on \_\_\_\_\_, \_\_\_\_ and shall be in force and effect on a Month to Month basis until terminated by either Egan Hub or Customer upon at least thirty (30) days prior written notice to the other party.
4. Customer agrees to pay Egan Hub the rates, charges, and fees specified in Exhibit B hereto for all services furnished to Customer pursuant to this Service Agreement. Customer further agrees to pay Egan Hub all other applicable taxes, fees and charges as specified in Rate Schedules EPS, ELS, IPS, IWS, ILS, IBTS and IBS, as applicable, and in the General Terms and Conditions of Egan Hub's FERC Gas Tariff.
5. Unless otherwise required in the Tariff, all notices shall be in writing and mailed to the applicable address below. Customer or Egan Hub may change the addresses or other information below by written notice to the other without the necessity of amending this Service Agreement.

EGAN HUB:	Egan Hub Storage, LLC 5400 Westheimer Court Houston, TX 77056-5310 Attention: Spectra Energy Transmission Marketing
-----------	--

Department

CUSTOMER: \_\_\_\_\_

NOTICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

BILLING: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

6. The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of Texas without recourse to the law regarding the conflict of laws. This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and

to all valid present and future orders, rules and regulations of duly constituted authorities having jurisdiction.

7. This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the Service Agreement(s) between the parties hereto as described below, if applicable:

Hub Services Agreement dated \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have caused this Service Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date specified above.

EGAN HUB STORAGE, LLC

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

Customer

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

Exhibit A to the Hub Services Agreement  
between Egan Hub Storage, LLC (Egan Hub) and  
\_\_\_\_\_ (Customer)

(For Use Under Rate Schedules EPS, ELS, IPS, IWS ILS, IBTS, and IBS)

Point(s) of Receipt and/or Point(s) of Delivery:

<u>PIPELINE</u>	<u>EGAN HUB METER #</u>	<u>PARISH</u>	<u>STATE</u>
ANR	45101	Acadia	Louisiana
Columbia Gulf	45103	Acadia	Louisiana
Florida Gas	45113	Acadia	Louisiana
NRG - Bayou Cove	45117	Acadia	Louisiana
Targa	40111	Acadia	Louisiana
Tennessee	45105	Acadia	Louisiana
Texas Eastern	45115	Acadia	Louisiana
Texas Gas	45107	Acadia	Louisiana
Trunkline	45109	Acadia	Louisiana



Exhibit B to the Hub Services Agreement  
 between Egan Hub Storage, LLC (Egan Hub) and  
 \_\_\_\_\_ (Customer)

(For Use Under Rate Schedules EPS, ELS, IPS, IWS, ILS, IBTS, and IBS)

Egan Hub agrees to provide the following Interruptible services to Customer under the terms and conditions described herein:

**TERM:** Begin Date: \_\_\_\_\_ End Date: \_\_\_\_\_

**CONTRACT QUANTITIES:**

Quantity Type	Quantity	Begin Date	End Date
_____	_____	_____	_____

**LOCATIONS (See Exhibit A for Location Description):**

Direction of Flow	Location	Quantity	Begin Date	End Date
_____	_____	_____	_____	_____

**SERVICE and RATES:** The following charges shall apply to the identified Hub Services Transaction:

_____	Enhanced Park Service (EPS)			
	Begin Date	End Date	Charge Type	\$ per Dth
	_____	_____	Enhanced Park Charge	_____
	_____	_____	Enhanced Park Injection Charge	_____
	_____	_____	Enhanced Park Withdrawal Charge	_____
_____	Enhanced Loan Service (ELS)			
	Begin Date	End Date	Charge Type	\$ per Dth
	_____	_____	Enhanced Loan Charge	_____
	_____	_____	Enhanced Loan Injection Charge	_____
	_____	_____	Enhanced Loan Withdrawal Charge	_____
_____	Interruptible Park Service (IPS)			
	Begin Date	End Date	Charge Type	\$ per Dth
	_____	_____	Interruptible Park Charge	_____
	_____	_____	Interruptible Park Injection Charge	_____
	_____	_____	Interruptible Park Withdrawal Charge	_____
_____	Interruptible Wheeling Service (IWS)			
	Begin Date	End Date	Charge Type	\$ per Dth
	_____	_____	Interruptible Wheeling Charge	_____
_____	Interruptible Loan Service (ILS)			
	Begin Date	End Date	Charge Type	\$ per Dth
	_____	_____	Interruptible Loan Charge	_____
	_____	_____	Interruptible Loan Injection Charge	_____
	_____	_____	Interruptible Loan Withdrawal Charge	_____
_____	Interruptible Imbalance Trading Service (IBTS)			
	Begin Date	End Date	Charge Type	\$ per Dth
	_____	_____	Interruptible Imbalance Trading Charge	_____
_____	Interruptible Balancing Service (IBS)			
	Begin Date	End Date	Charge Type	\$ per Dth
	_____	_____	Interruptible Balancing Charge	_____
	_____	_____	Interruptible Balancing Injection Charge	_____
	_____	_____	Interruptible Balancing Withdrawal Charge	_____

Exhibit B to the Hub Services Agreement  
between Egan Hub Storage, LLC (Egan Hub) and  
\_\_\_\_\_ (Customer)  
(continued)

(For Use Under Rate Schedules EPS, ELS, IPS, IWS, ILS, IBTS, and IBS)

**FUEL REIMBURSEMENT (if applicable):** Injection Fuel: \_\_\_\_\_ per Dth  
Wheel Fuel: \_\_\_\_\_ per Dth

**COMMENTS:**

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

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

Egan Hub Signature: \_\_\_\_\_ Date: \_\_\_\_\_

FORM OF SERVICE AGREEMENT FOR  
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER  
RATE SCHEDULES FSS AND SSS

This Umbrella Service Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ (herein called "Replacement Customer"), and EGAN HUB STORAGE, LLC, a Delaware limited liability company (herein called "Egan Hub"),

W I T N E S S E T H :

WHEREAS,

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the Replacement Customer and Egan Hub hereby agree as follows:

ARTICLE I  
SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof, so long as the financial evaluation and credit appraisal requirements are met in order for Replacement Customer to be on Egan Hub's approved bidder list for capacity releases and execute this Umbrella Service Agreement pursuant to Section 4 of Egan Hub's General Terms and Conditions, and this Umbrella Service Agreement is effective, Replacement Customer may bid from time to time on proposed capacity releases under Rate Schedules FSS and SSS pursuant to the procedure set forth in Section 4 of Egan Hub's General Terms and Conditions. If at any time a bid submitted by Replacement Customer is accepted by Egan Hub with respect to a given capacity release, Egan Hub will promptly finalize by means of Egan Hub's LINK® System the appropriate Addendum to this Umbrella Service Agreement, in the format attached hereto. The parties agree that each Addendum is an integral part of this Umbrella Service Agreement as if executed by the parties hereto and fully copied and set forth herein at length and is binding on the parties hereto. Upon finalization of such Addendum, Replacement Customer and Egan Hub agree that Replacement Customer shall be considered for all purposes as a Customer with respect to the released service.

Upon the finalization of an Addendum, subject to the terms, conditions and limitations hereof and of Egan Hub's Rate Schedules FSS and SSS, Egan Hub agrees to provide the released service for Replacement Customer under the applicable rate schedule, provided however, the Replacement Customer qualified under the financial evaluation and credit appraisal requirements set forth in Section 3 of Egan Hub's General Terms and Conditions at the time it submitted the bid Egan Hub accepted with respect to such release.

Replacement Customer hereby agrees to promptly provide any information necessary for Egan Hub to reevaluate Egan Hub's credit appraisal as contemplated by Section 3 of Egan Hub's General Terms and Conditions and to advise Egan Hub of any material change in the information previously provided by the Replacement Customer to Egan Hub.

ARTICLE II  
TERM OF AGREEMENT

The term of this Agreement shall commence on \_\_\_\_\_ and shall continue in force and effect until \_\_\_\_\_ and \_\_\_\_\_ to \_\_\_\_\_ thereafter unless this Umbrella Service Agreement is terminated as hereinafter provided. If Egan Hub determines at anytime that Replacement Customer fails to meet the financial standards or credit criteria of Section 3 of the General Terms and Conditions, Egan Hub may terminate this agreement and all Addenda attached hereto prospectively in accordance with Section 3 of the General Terms and Conditions.

ARTICLE III  
RATE SCHEDULES

This Umbrella Service Agreement does not have separate terms and conditions for particular services, but only provides a means for a Replacement Customer to utilize a service subject to the applicable provisions of the relevant Service Agreement and the terms and conditions for Rate Schedules FSS and SSS, by finalization of a copy of an Addendum attached hereto and fully incorporated herein as a part of this Umbrella Service Agreement.

Replacement Customer agrees that Egan Hub shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to this Umbrella Service Agreement (b) the terms and conditions of this Umbrella Service Agreement, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to this Umbrella Service Agreement. Egan Hub agrees that the Replacement Customer may protest or contest the aforementioned filings, and the Replacement Customer does not waive any rights it may have with respect to such filings.

ARTICLE IV  
ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of this FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Umbrella Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

- (a) Egan Hub: Egan Hub Storage, LLC  
Attn: Marketing Department  
5400 Westheimer Court  
Houston, Texas 77056-5310
- (b) Replacement Customer:

or such other address as either party shall designate by formal written notice.

ARTICLE V  
INTERPRETATION

The interpretation and performance of this Umbrella Service Agreement shall be in accordance with the laws of the State of \_\_\_\_\_, without recourse to the law governing conflict of laws.

This Umbrella Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, either State or Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE VI  
RELATIONSHIP BETWEEN REPLACEMENT CUSTOMER  
AND RELEASING CUSTOMER

The parties recognize that, pursuant to Commission orders, Releasing Customer may require that the Replacement Customer agree that a breach of this Agreement, including a failure to pay, or to pay timely, by Replacement Customer under this Agreement, constitutes a breach of contract as between Replacement Customer and Releasing Customer. The existence of such an agreement will be indicated on the appropriate Addendum to this Capacity Release Umbrella Agreement. If Replacement Customer fails to pay Egan Hub, fails to timely pay Egan Hub, or otherwise breaches this Agreement with Egan Hub: (a) both Replacement Customer and Releasing Customer (except to the extent otherwise provided in Section 4 of the General Terms and Conditions

and except with respect to penalties attributable to Replacement Customer's conduct) shall be liable to Egan Hub for such failure to pay or breach (it being understood that nothing in this Article VI relieves Releasing Customer from responsibility to pay Egan Hub in accordance with its service agreements with Egan Hub) and (b) if, as a result of such breach by Replacement Customer, Releasing Customer is accordingly required to pay Egan Hub or otherwise perform, Releasing Customer may have a cause of action for breach against Replacement Customer.

IN WITNESS WHEREOF, the parties hereto have caused this Umbrella Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

EGAN HUB STORAGE, LLC

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

FORM OF SERVICE AGREEMENT FOR  
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER  
RATE SCHEDULES FSS AND SSS  
(continued)

Deal No.: \_\_\_\_\_  
Egan Hub Addendum Contract No.: \_\_\_\_\_  
Capacity Release Umbrella Agreement No.: \_\_\_\_\_

Addendum No. \_\_\_\_\_  
Capacity Release  
Rate Schedule \_\_\_\_\_

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

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

Releasing Customer's Contract No.: \_\_\_\_\_

Begin Date of Release: \_\_\_\_\_

End Date of Release: \_\_\_\_\_

Rates: [Volumetric or Reservation]

Storage Reservation Charge \$ \_\_\_\_\_

Surcharges:

Description	Rate
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

FORM OF SERVICE AGREEMENT FOR  
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER  
RATE SCHEDULES FSS AND SSS  
(Continued)

Addendum No. \_\_\_\_ (Con't)  
Capacity Release  
Rate Schedule \_\_\_\_

Volume Commitment (Dth/Billing Period)

Maximum Storage Quantity (MSQ): \_\_\_\_\_ (Dth)

Maximum Daily Injection Quantity (MDIQ): \_\_\_\_\_ (Dth)

Maximum Daily Withdrawal Quantity (MDWQ): \_\_\_\_\_ (Dth)

Maximum Daily Receipt Quantity (MDRQ): \_\_\_\_\_ (Dth)

Maximum Daily Delivery Quantity (MDDQ): \_\_\_\_\_ (Dth)

Specific Firm Point(s) of Receipt:

M&R#	MDRQ	Effective From	Effective To
------	------	----------------	--------------

Specific Firm Point(s) of Delivery:

M&R#	MDDQ	Effective From	Effective To
------	------	----------------	--------------

FORM OF SERVICE AGREEMENT FOR  
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER  
RATE SCHEDULES FSS AND SSS  
(Continued)

Addendum No. \_\_\_\_ (Con't)  
Capacity Release  
Rate Schedule \_\_\_\_

Is this capacity subject to right of recall? Yes \_\_\_\_ No \_\_\_\_

Recall Conditions (if applicable):

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Are there any restrictions on released capacity? Yes \_\_\_\_ No \_\_\_\_

Restrictions (if applicable):

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Was Egan Hub's default bid evaluation criteria used? Yes \_\_\_\_ No \_\_\_\_

Evaluation Criteria (if applicable):

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Were contingent bids accepted? Yes \_\_\_\_ No \_\_\_\_

Contingency comments (if applicable):

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Other Terms and Conditions of Release: [e.g., restrictions on release, third party agent and terms of third party agency relationship, and agreements between Replacement Customer and Releasing Customer]

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This Addendum, entered into, pursuant to Egan Hub's capacity release program and to the executed Capacity Release Umbrella Agreement between Egan Hub and the Replacement Customer, is heretofore made a part of and subject to the aforementioned Capacity Release Umbrella Agreement.



FORM OF SERVICE AGREEMENT  
FOR THE LINK® SYSTEM

This LINK® System Agreement, executed this \_\_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_, (Service Requester Proprietary Number \_\_\_\_\_) (hereafter referred to as "LINK® System Subscriber"), and ALGONQUIN GAS TRANSMISSION, LLC; EAST TENNESSEE NATURAL GAS, LLC; EGAN HUB STORAGE, LLC; MOSS BLUFF HUB, LLC; OZARK GAS TRANSMISSION, L.L.C.; SALTVILLE GAS STORAGE COMPANY L.L.C.; and TEXAS EASTERN TRANSMISSION, LP (whether one or more, hereafter referred to as "Pipeline"), witnesseth that for and in consideration of the mutual covenants and provisions herein contained and subject to all of the terms, provisions and conditions herein set forth, LINK® System Subscriber and Pipeline do hereby agree as follows:

ARTICLE I  
SCOPE OF AGREEMENT

- a. Pipeline shall make available for use by LINK® System Subscriber Pipeline's computerized electronic communication system, the LINK® Customer Interface System ("LINK® System"), to perform such functions as may be available on the LINK® System from time to time.
- b. Use of the LINK® System is subject to Pipeline's General Terms and Conditions or Statement of General Terms and Standard Operating Conditions, as applicable, as well as the provisions of any Rate Schedule, Contract and/or Service Agreement of the FERC Gas Tariff or Statement of General Terms and Standard Operating Conditions, as applicable, of the Pipeline with whom the LINK® System Subscriber is interacting to carry out the LINK® System transactions, as set forth in said Pipeline's currently effective FERC Gas Tariff or Statement of General Terms and Standard Operating Conditions, as applicable, as effective from time to time, and which are hereby incorporated by reference.
- c. LINK® System Subscriber agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and to make changes effective in (a) the rates and charges applicable to service pursuant to this LINK® System Agreement; and (b) any provision of Pipeline's FERC Gas Tariff or Statement of General Terms and Standard Operating Conditions, as applicable, related to this LINK® System Agreement. Pipeline agrees that LINK® System Subscriber may protest or contest the aforementioned filings, and LINK® System Subscriber does not waive any rights it may have with respect to such filings.

ARTICLE II  
TERM

The term of this LINK® System Agreement shall commence on the date of execution hereof and shall continue in full force and effect on a month to month basis until terminated by Pipeline or LINK® System Subscriber, within thirty days prior written notice of such termination.

ARTICLE III  
ADDRESSES

Except as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff or Pipeline's Statement of General Terms and Standard Operating Conditions, as applicable, any notice, request, demand, statement, bill or payment pursuant to this LINK® System Agreement shall be in writing and shall be considered as duly delivered when received on-line via the LINK® System, or when received as registered, certified, or regular mail at the address of the parties hereto, as the case may be, as follows:

- (a) Pipeline: Spectra Energy Transmission  
Attn: LINK® Services, Room WO 3I-32  
5400 Westheimer Court  
P.O. Box 1642

Houston, TX 77251-1642

(b) LINK® System Subscriber:

[The address LINK® System Subscriber shall designate by submitting the on-line Contact Information as discussed in the Electronic Communications section of the General Terms and Conditions of the relevant Pipeline's FERC Gas Tariff or Statement of General Terms and Standard Operating Conditions, as applicable.]

ARTICLE IV  
INTERPRETATION

The interpretation and performance of this LINK® System Agreement shall be in accordance with the laws of the State of Texas without recourse to the law governing conflicts of law.

This LINK® System Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter hereof, either State or Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE V  
AGREEMENTS BEING SUPERSEDED

When this LINK® System Agreement becomes effective, it shall supersede any LINK® System Agreements between the parties hereto with an earlier execution date.

IN WITNESS WHEREOF, the parties hereto have caused this LINK® System Agreement to be signed by their respective agents thereunto duly authorized, the day and year first above written.

ALGONQUIN GAS TRANSMISSION, LLC  
EAST TENNESSEE NATURAL GAS, LLC  
EGAN HUB STORAGE, LLC  
MOSS BLUFF HUB, LLC  
OZARK GAS TRANSMISSION, L.L.C.  
SALTVILLE GAS STORAGE COMPANY L.L.C.

TEXAS EASTERN TRANSMISSION, LP  
by its General Partner  
Spectra Energy Transmission Services, LLC

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

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

\_\_\_\_\_  
Signature

LINK® System Subscriber

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

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

\_\_\_\_\_  
Signature

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## Tariff Second Revised Volume No. 1

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### Part 4 Rate Statements

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#### 2. SSS Rate Statement

#### 3. EPS Rate Statement

#### 4. ELS Rate Statement

#### 5. IPS Rate Statement

#### 6. IWS Rate Statement

#### 7. ILS Rate Statement

#### 8. IBTS Rate Statement

#### 9. IBS Rate Statement

### Part 5 Rate Schedules

#### 1. FSS Rate Schedule

#### 2. SSS Rate Schedule

#### 3. EPS Rate Schedule

#### 4. ELS Rate Schedule

#### 5. IPS Rate Schedule

#### 6. IWS Rate Schedule

#### 7. ILS Rate Schedule

#### 8. IBTS Rate Schedule

#### 9. IBS Rate Schedule

#### 10. SS Rate Schedule

### Part 6 General Terms and Conditions

#### 1. Introductory Statement

#### 2. Definitions

#### 3. Contracting for Service

#### 4. Capacity Release

#### 5. Scheduling, Curtailment, Action Alerts and OFOs

- 6. Storage Operations**
- 7. Wheeling Operations**
- 8. Nominations**
- 9. Points of Receipt and Points of Delivery**
- 10. Quality**
- 11. Pressure and Injection and Withdrawal Rates**
- 12. Title and Risk of Loss**
- 13. Measurement**
- 14. Billings and Payments**
- 15. Taxes**
- 16. Insurance**
- 17. Force Majeure**
- 18. Notices**
- 19. Fuel Reimbursement**
- 20. Gas Title Transfers**
- 21. Penalties Assessed by Interconnected Pipelines**
- 22. Standards of Conduct Compliance**
- 23. Reserved for Future Use**
- 24. North American Energy Standards Board**
- 25. Joint Obligations**
- 26. Non-discriminatory Waiver of Tariff Provisions**
- 27. Modification**
- 28. Successors in Interest**
- 29. Termination for Default**
- 30. Construction of New Receipt and Delivery Facilities**
- 31. Off-system Pipeline Capacity**
- 32. Electronic Communications**
- 33. Disposition of Retained Quantities**
- 34. Operational Balancing Agreements**
- Part 7 Form of Service Agreements**
- 1. Firm Storage Service Agreement**
  - 1.1 Exhibit A to the Firm Storage Service Agreement**
  - 1.2 Exhibit B to the Firm Storage Service Agreement**
  - 1.3 Exhibit C to the Firm Storage Service Agreement**
  - 1.4 Exhibit D to the Firm Storage Service Agreement**
- 2. Secondary Firm Storage Service Agreement**

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**Second Revised Volume No. 1**

**2.1 Exhibit A to the Secondary Firm Storage Service Agreement**

**2.2 Exhibit B to the Secondary Firm Storage Service Agreement**

**2.3 Exhibit C to the Secondary Firm Storage Service Agreement**

**3. Sales Service Agreement**

**3.1 Exhibit A to the Sales Service Agreement**

**4. Hub Services Agreement**

**4.1 Exhibit A to the Hub Services Agreement**

**4.2 Exhibit B to the Hub Services Agreement**

**5. Capacity Release Umbrella Agreement**

**5.1 Addendum to the Capacity Release Umbrella Agreement**

**6. LINK System Agreement**