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FERC GAS TARIFF
FIRST REVISED VOLUME NO. 1
(Supersedes Steckman Ridge, LP
Original Volume No. 1)
of
STECKMAN RIDGE, LP

Filed with the
FEDERAL ENERGY REGULATORY COMMISSION

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PRELIMINARY STATEMENT

Steckman Ridge, LP (referred to in this tariff as "Steckman Ridge") is a Delaware limited partnership principally engaged in the business of storing natural Gas for use in intrastate and interstate commerce subject to the jurisdiction of the Federal Energy Regulatory Commission.

This First Revised Volume No. 1 of Steckman Ridge, LP's FERC Gas Tariff contains the Rate Statements, Rate Schedules and General Terms and Conditions applicable to the open-access services performed by Steckman Ridge, LP through its facilities located in Bedford County, Pennsylvania.

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 Steckman Ridge's Customers. Any party interested in providing imbalance management or Title Transfer Tracking services must coordinate with Steckman Ridge.

MAP OF SYSTEM

STATEMENT OF RATES

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STECKMAN RIDGE, LP

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 specified in either the General Terms and Conditions of this FERC Gas Tariff or Customer's Firm Storage Service Agreement and all other applicable surcharges shall also be paid by Customer.

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

STECKMAN RIDGE, LP

ISS RATE STATEMENT - INTERRUPTIBLE STORAGE SERVICE*

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

All applicable taxes specified in either the General Terms and Conditions of this FERC Gas Tariff or Customer's Interruptible Storage Service Agreement and all other applicable surcharges shall also be paid by Customer.

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

STECKMAN RIDGE, LP

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 specified in either the General Terms and Conditions of this FERC Gas Tariff or Exhibit B to Customer's Hub Services Agreement and all other applicable surcharges shall also be paid by Customer.

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

STECKMAN RIDGE, LP

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 specified in either the General Terms and Conditions of this FERC Gas Tariff or Exhibit B to Customer's Hub Services Agreement and all other applicable surcharges shall also be paid by Customer.

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

STECKMAN RIDGE, LP

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 specified in either the General Terms and Conditions of this FERC Gas Tariff or Exhibit B to Customer's Hub Services Agreement and all other applicable surcharges shall also be paid by Customer.

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

STECKMAN RIDGE, LP

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 specified in either the General Terms and Conditions of this FERC Gas Tariff or Exhibit B to Customer's Hub Services Agreement and all other applicable surcharges 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 Steckman Ridge, provided that:

- (a) Steckman Ridge has determined that it has sufficient available and uncommitted firm storage capacity and injection and withdrawal capacity, or that it is willing to construct capacity, to perform the service requested by Customer;
- (b) Steckman Ridge 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 Steckman Ridge'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 Steckman Ridge's system operations; and
- (d) Customer and Steckman Ridge have executed a Firm Storage Service Agreement under this rate schedule.
- (e) In no event shall Steckman Ridge be required to construct, modify, expand or acquire any facilities to enable Steckman Ridge to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This rate schedule shall apply to the firm storage service rendered by Steckman Ridge to Customer at Steckman Ridge's facilities located in Bedford County, Pennsylvania, pursuant to an executed Firm Storage Service Agreement.

2.2 Firm storage service rendered by Steckman Ridge 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") specified in Customer's Firm Storage Service Agreement, plus applicable Fuel Reimbursement, to the Point(s) of Receipt, provided Customer's Storage Inventory has not exceeded the Maximum Storage Quantity specified in Customer's Firm Storage Service Agreement;
- (b) The storage of Gas in amounts up to the Maximum Storage Quantity specified 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") specified in Customer's Firm Storage Service Agreement, less applicable Fuel Reimbursement, to the Point(s) of Delivery, provided that Customer has sufficient Gas Stored in Customer's Storage Inventory.
- 2.3 Provided the receipt of Gas from Customer and the injection of such Gas into storage can be accomplished by Steckman Ridge without detriment to Steckman Ridge's facilities and/or Steckman Ridge's ability to meet its firm obligations to other Customers, Steckman Ridge 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 Storage Inventory has not exceeded Maximum Storage Quantity specified in Customer's Firm Storage Service Agreement. Such excess quantities shall be deemed to be Excess Injection Gas.
- 2.4 Provided the withdrawal of Gas from storage and delivery of such Gas to Customer can be accomplished by Steckman Ridge without detriment to Steckman Ridge's facilities and/or Steckman Ridge's ability to meet its firm obligations to other Customers, Steckman Ridge 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 Storage Inventory. Such excess quantities shall be deemed to be Excess Withdrawal Gas.

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 specified 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 Steckman Ridge's facilities pursuant to Section 2.2(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 Steckman Ridge's facilities pursuant to Section 2.2(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 Steckman Ridge's facilities pursuant to Section 2.3 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 Steckman Ridge's facilities pursuant to Section 2.4 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 11 of the General Terms and Conditions of this FERC Gas Tariff and specified in Customer's Firm Storage Service Agreement.
- (g) Regulatory Fees and Charges. Customer shall reimburse Steckman Ridge 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 Firm Storage Service Agreement.
- (h) Taxes. Customer shall reimburse Steckman Ridge for all applicable taxes as may be assessed upon Steckman Ridge, as specified in Customer's Firm Storage Service Agreement.

4. INVOICE

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

5. TERM

The term for service under this rate schedule shall be as specified 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 Commission, and any state or local governmental agency having

jurisdiction, of requisite authorization for Steckman Ridge 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 Steckman Ridge 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 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 Steckman Ridge and its Customer(s) shall remain in effect during the term of Customer's Firm Storage Service Agreement(s).

7. CURTAILMENT

If, due to any cause whatsoever, Steckman Ridge's capability to receive, store or deliver quantities is impaired so that Steckman Ridge is unable to receive, store or deliver on any Gas Day the quantities provided for in its 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 13 of the General Terms and Conditions of this FERC Gas Tariff.

8. CONTRACTUAL RIGHT OF FIRST REFUSAL

- 8.1 Steckman Ridge may discontinue service to Customer at the end of a primary term or a renewal term of a Firm Storage Service Agreement unless (i) Customer's Firm Storage Service Agreement contains 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 Steckman Ridge 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 Successor Customer.

8.2 Exercise of Right of First Refusal.

- (a) Not less than three (3) months prior to the termination of a Firm Storage Service Agreement subject to a contractual right of first refusal, an open season will be held for the purpose of awarding the capacity that is to become available upon the termination of such Firm Storage Service Agreement. This open season will be conducted pursuant to the terms and conditions specified in Section 3.8 of the General Terms and Conditions of this FERC Gas Tariff.

- (b) Bids from Qualified Successor Customers who desire the capacity to be made available upon the termination of such Firm Storage Service Agreement must be submitted to Steckman Ridge no later than thirty (30) days after commencement of the open season. For the purposes of this Section 8, a "Qualified Successor Customer" shall mean a prospective successor Customer who meets the creditworthiness criteria specified in Section 4 of the General Terms and Conditions of this FERC Gas Tariff. Upon expiration of the open season, Steckman Ridge will select the highest acceptable bid received from a Qualified Successor Customer and, within three (3) Business Days of such selection, communicate the terms of the highest acceptable bid to Customer. Such Customer may elect, within ten (10) Business Days or such greater time as Steckman Ridge 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 Successor Customer. Customer's right of first refusal under this Section 8.2 shall attach irrespective of which party provides written notice of termination in accordance with Section 3 of Customer's Firm Storage Service Agreement. In determining which bid for the capacity is the highest, Steckman Ridge will use the evaluation method specified in the notice of the open season posted on its Internet Web site.
 - (c) If Customer does not elect to match the terms of such highest acceptable bid or Customer and Steckman Ridge 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 Steckman Ridge will be deemed to have all necessary abandonment authorization under the Natural Gas Act with respect to such service. Steckman Ridge may enter into a new Firm Storage Service Agreement with the Qualified Successor Customer who submitted the highest acceptable bid.
 - (d) Steckman Ridge 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, Steckman Ridge receives no bids or rejects all bids, Steckman Ridge will post the capacity as unsubscribed capacity and Steckman Ridge and Customer may negotiate for continuation of service under mutually satisfactory rates, terms, and conditions. During such negotiations with Customer, Steckman Ridge may also enter into negotiations with other potential Customers for service to commence upon the effective date of the termination of Customer's Firm Storage Service Agreement. In no event, however, may Customer 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 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 contract term, Customer must physically withdraw the Storage Inventory. If, by the end of the Gas Day that is the last Gas Day of the contract term, Customer has not withdrawn the Gas, then Steckman Ridge may take, free and clear of any adverse claims, title to such Storage Inventory as Customer was required, but failed, to withdraw; provided, however, that only those quantities not withdrawn shall become the property of Steckman Ridge, 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 Steckman Ridge and Customer, to withdraw its Gas.

In the event that Steckman Ridge retains and takes title to any of Customer's Gas pursuant to this Section 9, Steckman Ridge shall dispose of such Gas by auction in accordance with the provisions of Section 18 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 Steckman Ridge 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 by the quantity of Gas 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.

ISS RATE SCHEDULE INTERRUPTIBLE STORAGE SERVICE

1. AVAILABILITY

This rate schedule is available to any Customer for the purchase of interruptible storage service from Steckman Ridge, provided that:

- (a) Steckman Ridge 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) Steckman Ridge 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 Steckman Ridge'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 Steckman Ridge's system operations; and
- (d) Customer and Steckman Ridge have executed an Interruptible Storage Service Agreement and related Exhibits.
- (e) In no event shall Steckman Ridge be required to construct, modify, expand or acquire any facilities to enable Steckman Ridge to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This rate schedule shall apply to the interruptible storage service rendered by Steckman Ridge to Customer at Steckman Ridge's facilities located in Bedford County, Pennsylvania, pursuant to Customer's Interruptible Storage Service Agreement.

2.2 Interruptible storage service rendered by Steckman Ridge 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") specified in Customer's Interruptible Storage Service Agreement, plus applicable Fuel Reimbursement, to the Point(s) of Receipt, 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 Storage Inventory has not exceeded the Maximum Storage Quantity specified in Customer's Interruptible Storage Service Agreement;

- (b) The storage of Gas in amounts up to the Maximum Storage Quantity specified in Customer's Interruptible 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") specified in Customer's Interruptible Storage Service Agreement, less applicable Fuel Reimbursement, to the Point(s) of Delivery, provided that Customer has sufficient Gas Stored in Customer's Storage Inventory.

2.3 To the extent storage capacity which is being utilized by a Customer pursuant to this rate schedule is needed by Steckman Ridge in order to satisfy Steckman Ridge's obligations to higher priority services, Steckman Ridge shall require Customer to withdraw all, or any portion of, Customer's Storage Inventory, as specified by Steckman Ridge. Steckman Ridge'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 Steckman Ridge otherwise agrees, Customer shall be required to make ratable withdrawals. If Customer fails to withdraw such Storage Inventory, then Steckman Ridge may take, free and clear of any adverse claims, title to such Storage Inventory quantities as Customer was instructed, but failed, to withdraw. In the event that Steckman Ridge retains and takes title to any of Customer's Gas pursuant to this Section 2.3, Steckman Ridge shall dispose of such Gas by auction in accordance with the provisions of Section 18 of the General Terms and Conditions of this FERC Gas Tariff and shall remit to Customer the proceeds received from such auction less ISS Space 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 Storage Withdrawal Charges and any administrative costs incurred by Steckman Ridge to conduct the auction. Such ISS Space Charges shall be calculated by multiplying the ISS Space 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 interruptible storage service under this rate schedule shall include the applicable storage rate components specified in the ISS Rate Statement and as described below:

- (a) ISS Space Charge. A monthly charge equal to the ISS Space Charge specified in Exhibit A to Customer's Interruptible Storage Service Agreement multiplied by the Maximum Storage Quantity specified in Customer's Interruptible Storage Service Agreement.

- (b) Interruptible Storage Injection Charge. A usage charge equal to the Interruptible Storage Injection Charge specified in Exhibit A to Customer's Interruptible Storage Service Agreement multiplied by the quantity injected for Customer's account into Steckman Ridge's facilities pursuant to Section 2.2(a) of this rate schedule during a given Month.
- (c) Interruptible Storage Withdrawal Charge. A usage charge equal to the Interruptible Storage Withdrawal Charge specified in Exhibit A to Customer's Interruptible Storage Service Agreement multiplied by the quantity withdrawn for Customer's account from Steckman Ridge's facilities pursuant to Section 2.2(c) of this rate schedule during a given Month.
- (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 11 of the General Terms and Conditions of this FERC Gas Tariff and specified in Exhibit A to Customer's Interruptible Storage Service Agreement.
- (e) Regulatory Fees and Charges. Customer shall reimburse Steckman Ridge 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 Interruptible Storage Service Agreement.
- (f) Taxes. Customer shall reimburse Steckman Ridge for all applicable taxes as may be assessed upon Steckman Ridge, as specified in Customer's Interruptible Storage Service Agreement.

4. INVOICE

The invoice for interruptible storage service shall reflect the applicable charges specified under Section 3 of this rate schedule at rates and terms specified in Exhibit A to Customer's Interruptible Storage Services Agreement.

5. TERM

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

6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 Customer's Interruptible Storage Service Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the Commission, and any state or local governmental agency having jurisdiction, of requisite authorization for Steckman Ridge to

construct and operate the facilities necessary to provide the interruptible storage service contemplated herein, and for any interconnected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery to effect the interruptible storage service provided for herein.

- 6.2 Steckman Ridge 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 Interruptible 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 Steckman Ridge and its Customer(s) shall remain in effect during the term of Customer's Interruptible Storage Service Agreement(s).

7. CURTAILMENT

If, due to any cause whatsoever, Steckman Ridge's capability to receive, store or deliver quantities is impaired so that Steckman Ridge is unable to receive, store or deliver on any Gas Day the quantities provided for in its Interruptible Storage Service Agreement with Customers, then interruptible storage capacity, withdrawals, and/or injections will be allocated according to the priority of service as set forth in Section 13 of the General Terms and Conditions of this FERC Gas Tariff.

8. EXPIRATION OF CONTRACT TERM

Prior to the end of the contract term, Customer must physically withdraw the Storage Inventory. If, by the end of the Gas Day that is the last Gas Day of the contract term, Customer has not withdrawn the Gas, then Steckman Ridge may take, free and clear of any adverse claims, title to such Storage Inventory as Customer was required, but failed, to withdraw; provided, however, that only those quantities not withdrawn shall become the property of Steckman Ridge, 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 Interruptible Storage Service Agreement for each day of the interruption of Customer's withdrawal service, or such other time period as agreed upon by Steckman Ridge and Customer, to withdraw its Gas.

In the event that Steckman Ridge retains and takes title to any of Customer's Gas pursuant to this Section 8, Steckman Ridge shall dispose of such Gas by auction in accordance with the provisions of Section 18 of the General Terms and Conditions of this FERC Gas Tariff and shall remit to Customer the proceeds received from such auction less ISS Space 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 Storage Withdrawal Charges and any administrative costs incurred by Steckman Ridge to conduct the auction. The ISS Space Charges shall be calculated by multiplying the ISS Space Charge rate in effect on the termination date of the Interruptible Storage Service 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 ISS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this ISS Rate Schedule shall control.

EPS RATE SCHEDULE ENHANCED PARK SERVICE

1. AVAILABILITY

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

- (a) Steckman Ridge 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) Steckman Ridge 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 Steckman Ridge'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 Steckman Ridge's system operations; and
- (d) Customer and Steckman Ridge have executed a Hub Services Agreement and related Exhibit(s) A and Exhibit(s) B.
- (e) In no event shall Steckman Ridge be required to construct, modify, expand or acquire any facilities to enable Steckman Ridge 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 Steckman Ridge to Customer at Steckman Ridge's facilities located in Bedford County, Pennsylvania, pursuant to an executed Exhibit B to Customer's Hub Services Agreement.
- 2.2 Enhanced park service rendered by Steckman Ridge 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 Steckman Ridge. 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 Steckman Ridge in order to satisfy Steckman Ridge's obligations to firm Customers, Steckman Ridge shall require Customer to withdraw all, or any portion of, Customer's Park Balance as specified by Steckman Ridge. Steckman Ridge'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 Steckman Ridge otherwise agrees, Customer shall be required to make ratable withdrawals. If Customer fails to withdraw such Park Balance, then Steckman Ridge 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 Steckman Ridge retains and takes title to any of Customer's Gas pursuant to this Section 2.3, Steckman Ridge shall dispose of such Gas by auction in accordance with the provisions of Section 18 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 Steckman Ridge 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 Steckman Ridge'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 Steckman Ridge'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 11 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 Steckman Ridge 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 Steckman Ridge for all applicable taxes as may be assessed upon Steckman Ridge, 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 Steckman Ridge 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 Steckman Ridge 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 Steckman Ridge 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, Steckman Ridge's capability to receive, store or deliver quantities is impaired so that Steckman Ridge 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 13 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 Steckman Ridge 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 Steckman Ridge, 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 Steckman Ridge and Customer, to withdraw its Park Balance.

In the event that Steckman Ridge retains and takes title to any of Customer's Gas pursuant to this Section 8, Steckman Ridge shall dispose of such Gas by auction in

accordance with the provisions of Section 18 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 Steckman Ridge 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 EPS 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 EPS Rate Schedule shall control.

ELS RATE SCHEDULE ENHANCED LOAN SERVICE

1. AVAILABILITY

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

- (a) Steckman Ridge 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) Steckman Ridge 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 Steckman Ridge'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 Steckman Ridge's system operations; and
- (d) Customer and Steckman Ridge have executed a Hub Services Agreement and related Exhibit(s) A and Exhibit(s) B.
- (e) In no event shall Steckman Ridge be required to construct, modify, expand or acquire any facilities to enable Steckman Ridge 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 Steckman Ridge to Customer at Steckman Ridge's facilities located in Bedford County, Pennsylvania, pursuant to an executed Exhibit B to Customer's Hub Services Agreement.
- 2.2 Enhanced loan service rendered by Steckman Ridge to Customer under this rate schedule shall be provided on an interruptible basis and shall consist of:
 - (a) The loan or advancement by Steckman Ridge 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 Steckman Ridge 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 Steckman Ridge to Customer under this rate schedule at the agreed upon time as specified in the applicable Exhibit B to Customer's Hub Services Agreement, Steckman Ridge may purchase replacement Gas and Customer shall pay Steckman Ridge the cost of the replacement Gas, which includes the actual cost of replacement supplies and any costs or penalties incurred by Steckman Ridge 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 Steckman Ridge 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 Steckman Ridge in order to satisfy Steckman Ridge's obligations to higher priority services or to meet system needs, Steckman Ridge may in a non-discriminatory manner 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 Steckman Ridge. Steckman Ridge'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 Steckman Ridge otherwise agrees, Customer shall be required to make ratable injections. If Customer fails to return borrowed Gas to Steckman Ridge at the agreed upon time, Steckman Ridge may purchase replacement Gas and Customer shall pay Steckman Ridge the cost of the replacement Gas, which includes the actual cost of replacement supplies and any costs or penalties incurred by Steckman Ridge 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 Steckman Ridge 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 Steckman Ridge'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 Steckman Ridge'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 11 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 Steckman Ridge 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 Steckman Ridge for all applicable taxes as may be assessed Steckman Ridge, 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 Steckman Ridge 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 Steckman Ridge 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 Steckman Ridge 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, Steckman Ridge's capability to receive, store or deliver quantities is impaired so that Steckman Ridge 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 13 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 ELS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, in the event of any inconsistency, the terms of this ELS Rate Schedule shall control.

IPS RATE SCHEDULE INTERRUPTIBLE PARK SERVICE

1. AVAILABILITY

This rate schedule is available to any Customer for the purchase of interruptible park service from Steckman Ridge, provided that:

- (a) Steckman Ridge 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) Steckman Ridge 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 Steckman Ridge'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 Steckman Ridge's system operations; and
- (d) Customer and Steckman Ridge have executed a Hub Services Agreement and related Exhibit(s) A and Exhibit(s) B.
- (e) In no event shall Steckman Ridge be required to construct, modify, expand or acquire any facilities to enable Steckman Ridge 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 Steckman Ridge to Customer at Steckman Ridge's facilities located in Bedford County, Pennsylvania, pursuant to an executed Exhibit B to Customer's Hub Services Agreement.

2.2 Interruptible park service rendered by Steckman Ridge 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 Steckman Ridge. 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 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 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 Steckman Ridge in order to satisfy Steckman Ridge's obligations to higher priority services, Steckman Ridge shall require Customer to withdraw all, or any portion of, Customer's Park Balance, as specified by Steckman Ridge. Steckman Ridge'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 Steckman Ridge otherwise agrees, Customer shall be required to make ratable withdrawals. If Customer fails to withdraw such Park Balance, then Steckman Ridge 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 Steckman Ridge retains and takes title to any of Customer's Gas pursuant to this Section 2.3, Steckman Ridge shall dispose of such Gas by auction in accordance with the provisions of Section 18 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 Steckman Ridge 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 to Customer's Hub Services Agreement, applicable to the Maximum Park Quantity specified in Exhibit B to Customer's Hub Services Agreement.
- (b) **Interruptible 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 Steckman Ridge's facilities pursuant to Section 2.2(a) of this rate schedule.
- (c) **Interruptible 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 Steckman Ridge'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 11 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 Steckman Ridge 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 Steckman Ridge for all applicable taxes as may be assessed upon Steckman Ridge, as set forth in Customer's Hub Services Agreement.

4. INVOICE

The invoice for interruptible 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 set forth 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 Steckman Ridge 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 Steckman Ridge 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 Steckman Ridge and its Customer(s) shall remain in effect during the term of Exhibit B to Customer's Hub Services Agreement(s).

7. CURTAILMENT

If, due to any cause whatsoever, Steckman Ridge's capability to receive, store or deliver quantities is impaired so that Steckman Ridge is unable to receive, store or deliver on any Gas Day the quantities provided for in Exhibit B to 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 13 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 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 Steckman Ridge 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 Steckman Ridge, 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 Steckman Ridge and Customer, to withdraw its Park Balance.

In the event that Steckman Ridge retains and takes title to any of Customer's Gas pursuant to this Section 8, Steckman Ridge shall dispose of such Gas by auction in

accordance with the provisions of Section 18 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 Steckman Ridge 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.

ILS RATE SCHEDULE INTERRUPTIBLE LOAN SERVICE

1. AVAILABILITY

This rate schedule is available to any Customer for the purchase of interruptible loan service from Steckman Ridge, provided that:

- (a) Steckman Ridge 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) Steckman Ridge 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 Steckman Ridge'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 Steckman Ridge's system operations; and
- (d) Customer and Steckman Ridge have executed a Hub Services Agreement and related Exhibit(s) A and Exhibit(s) B;
- (e) In no event shall Steckman Ridge be required to construct, modify, expand or acquire any facilities to enable Steckman Ridge 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 Steckman Ridge to Customer at Steckman Ridge's facilities located in Bedford County, Pennsylvania, pursuant to an executed Exhibit B to Customer's Hub Services Agreement.

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

- (a) The advancement by Steckman Ridge to Customer, 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 Steckman Ridge, 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 all higher priority nominations for injection 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 specified in Exhibit B to Customer's Hub Services Agreement.
- 2.3 If Customer fails to return the quantities advanced by Steckman Ridge to Customer under this rate schedule at the agreed upon time as specified in the applicable Exhibit B to Customer's Hub Services Agreement, Steckman Ridge may purchase replacement Gas and Customer shall pay Steckman Ridge the cost of the replacement Gas, which includes the actual cost of replacement supplies and any costs or penalties incurred by Steckman Ridge 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 Steckman Ridge 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 Steckman Ridge in order to satisfy Steckman Ridge's obligations to higher priority services or to meet system needs, Steckman Ridge may in a non-discriminatory manner 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 Steckman Ridge. Steckman Ridge'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 Steckman Ridge otherwise agrees, Customer shall be required to make ratable injections. If Customer fails to return borrowed Gas to Steckman Ridge at the agreed upon time, Steckman Ridge may purchase replacement Gas and Customer shall pay Steckman Ridge the cost of the replacement Gas, which includes the actual cost of replacement supplies and any costs or penalties incurred by Steckman Ridge 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 Steckman Ridge 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 specified in the ILS Rate Statement and as described below:

- (a) **Interruptible 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) **Interruptible 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 Steckman Ridge's facilities pursuant to Section 2.2(b) of this rate schedule.
- (c) **Interruptible 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 Steckman Ridge'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 11 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 Steckman Ridge 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 Steckman Ridge for all applicable taxes as may be assessed Steckman Ridge, as specified 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 to Customer's Hub Services Agreement.

5. TERM

The term for service under this rate schedule shall be as set forth 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 Steckman Ridge 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 Steckman Ridge 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 Steckman Ridge and its Customer(s) shall remain in effect during the term of Exhibit B to Customer's Hub Services Agreement(s).

7. CURTAILMENT

If, due to any cause whatsoever, Steckman Ridge's capability to receive, store or deliver quantities is impaired so that Steckman Ridge 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 interruptible loan capacity, withdrawals, and/or injections will be allocated according to the priority of service as set forth in Section 13 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 the event of any inconsistency, the terms of this ILS Rate Schedule shall control.

GENERAL TERMS AND CONDITIONS

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1. DEFINITIONS

"Accelerated Injections" shall mean an hourly flow rate in excess of 1/24 th of the MDIQ or MDRO specified in Exhibit B to Customer's Firm Storage Service Agreement, Customer's Interruptible Storage Service Agreement or Exhibit B to Customer's Hub Services Agreement, as applicable.

"Accelerated Withdrawals" shall mean an hourly flow rate in excess of 1/24 th of the MDWQ or MDDO specified in Exhibit B to Customer's Firm Storage Service Agreement, Customer's Interruptible Storage Service Agreement or Exhibit B to Customer's Hub Services Agreement, as applicable.

"Btu" shall mean 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" shall mean 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" shall mean the twelve (12) Month period beginning on the date 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 Steckman Ridge's conditions that affect scheduling or adversely affect scheduled Gas flow.

"Cubic Foot of Gas" shall mean 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" shall mean the party that executes a Service Agreement with Steckman Ridge.

"Customer's Stored Gas" or "Gas Stored" shall mean the quantity of Gas (stated in Dth) stored by Steckman Ridge for Customer's account.

"Customer's Transporter" shall mean 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.

"Dekatherm" or "Dth" shall mean 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 Intraday Nomination being confirmed, based upon a cumulative uniform hourly quantity for each nomination period affected.

"Electronic Notice Delivery" means the delivery of notices via Internet e-mail and/or EDI/EDM.

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

"Fuel Reimbursement" shall have the meaning set forth in Section 11 of the General Terms and Conditions of this FERC Gas Tariff.

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

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

"Internet Web site" shall mean Steckman Ridge's HTML site accessible via the Internet's World Wide Web located at <http://link.spectraenergy.com>.

"Intraday Nomination" shall mean 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" shall mean the quantity of Gas, expressed in Dth, that Steckman Ridge has loaned to Customer.

"Maximum Daily Delivery Obligation" or "MDDO" shall mean the maximum quantity of Gas, expressed in Dth, specified in Customer's Firm Storage Service Agreement, Customer's Interruptible Storage Service Agreement or Exhibit B to Customer's Hub Services Agreement, as applicable, that Customer may nominate and that Steckman

Ridge shall deliver at a Point of Delivery at constant hourly rates of flow over the course of a Gas Day.

"Maximum Daily Injection Quantity" or "MDIQ" shall mean the maximum quantity of Gas, expressed in Dth, specified in Customer's Firm Storage Service Agreement, Customer's Interruptible Storage Service Agreement or Exhibit B to Customer's Hub Services Agreement, as applicable, that Customer may nominate and that Steckman Ridge shall receive at all Point(s) of Receipt for injection into storage at constant hourly rates of flow over the course of a Gas Day.

"Maximum Daily Receipt Obligation" or "MDRO" shall mean the maximum quantity of Gas, expressed in Dth, specified in Customer's Firm Storage Service Agreement, Customer's Interruptible Storage Service Agreement or Exhibit B to Customer's Hub Services Agreement, as applicable, that Customer may nominate and that Steckman Ridge shall receive at a Point of Receipt at constant hourly rates of flow over the course of a Gas Day.

"Maximum Daily Withdrawal Quantity" or "MDWQ" shall mean the maximum quantity of Gas, expressed in Dth, specified in Customer's Firm Storage Service Agreement, Customer's Interruptible Storage Service Agreement or Exhibit B to Customer's Hub Services Agreement, as applicable, that Customer may nominate and that Steckman Ridge shall withdraw from storage and tender to Customer at all Point(s) of Delivery at constant hourly rates of flow over the course of a Gas Day.

"Maximum Loan Quantity" or "MLQ" shall mean the maximum quantity of Gas, expressed in Dth, that Customer may nominate and borrow from Steckman Ridge at Steckman Ridge's facilities located in Bedford County, Pennsylvania, as specified in Exhibit B to Customer's Hub Services Agreement.

"Maximum Park Quantity" or "MPQ" shall mean the maximum quantity of Gas, expressed in Dth, that Customer may nominate and park in Steckman Ridge's facilities located in Bedford County, Pennsylvania, at any given time as specified in Exhibit B to Customer's Hub Services Agreement.

"Maximum Storage Quantity" or "MSQ" shall mean the maximum quantity of Gas, expressed in Dth, that Customer may nominate and store in Steckman Ridge's facilities located in Bedford County, Pennsylvania, at any given time as specified in Customer's Firm Storage Service Agreement, Customer's Interruptible Storage Service Agreement or Exhibit B to Customer's Hub Services Agreement, as applicable.

"Month" shall mean 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 calendar month.

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

"Overrun Quantity" or "Excess Gas" shall mean any quantity that is not within Customer's entitlements as specified in Customer's Firm Storage Service Agreement. Such quantities shall be deemed as interruptible service.

"Park Balance" shall mean the quantity of Gas, expressed in Dth, parked in Steckman Ridge's storage facilities for Customer's account.

"Point(s) of Delivery" shall mean the point or points located on Steckman Ridge's system in Bedford County, Pennsylvania, that are specified in Customer's Firm Storage Service Agreement, Customer's Interruptible Storage Service Agreement or Exhibit B to Customer's Hub Services Agreement, as applicable, at which Steckman Ridge shall tender Gas to Customer.

"Point(s) of Receipt" shall mean the point or points located on Steckman Ridge's system in Bedford County, Pennsylvania, that are specified in Customer's Firm Storage Service Agreement, Customer's Interruptible Storage Service Agreement or Exhibit B to Customer's Hub Services Agreement, as applicable, at which Steckman Ridge shall receive Gas from Customer.

"Psig" shall mean pounds per square inch gauge.

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

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

"Service Agreement" shall mean the agreement executed by Customer and Steckman Ridge, and any exhibits, attachments and/or amendments thereto.

"Storage Inventory" shall mean the quantity of Gas, expressed in Dth, that a Customer has in place in Steckman Ridge's storage facilities for Customer's account.

"Title Transfer" shall mean the change of title to Gas between parties 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.

2. ELECTRONIC COMMUNICATIONS

2.1 System Description

- (a) Steckman Ridge 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 or has executed a LINK® System Agreement electronically via the LINK® System, (ii) has established its business entity in the LINK® System by submitting Contact Information pursuant to Section 2.4(a) below, and (iii) has designated a Local Security Administrator pursuant to Section 2.3 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 shall be an acknowledgement of that authority. Steckman Ridge 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 2 and the form of LINK® System Agreement only, a "Valid Service Agreement" includes any Service Agreement pursuant to any of Steckman Ridge's rate schedules and/or a capacity release umbrella agreement between Customer and Steckman Ridge.

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 2.

Steckman Ridge 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. Steckman Ridge 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. Steckman Ridge 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 Steckman Ridge 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' offers to release capacity pursuant to Section 5 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 Steckman Ridge, in addition to the agreements specified in Section 2.1(a) above. Specifically, a LINK® System Subscriber has the option of utilizing the LINK® System for purposes of:
- (1) requesting service under Steckman Ridge's rate schedules;
 - (2) executing, tracking and amending Service Agreements under Steckman Ridge's rate schedules;
 - (3) providing nominations, and viewing allocations and operational imbalances under all rate schedules as a Customer of Steckman Ridge pursuant to the applicable rate schedule and the General Terms and Conditions;
 - (4) exercising its rights as a Customer of Steckman Ridge pursuant to Section 3 of the General Terms and Conditions or submitting a bid as a Replacement Customer of Steckman Ridge under such section;
 - (5) exercising its rights as a Customer of Steckman Ridge pursuant to Section 5 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 Steckman Ridge pursuant to such section, or posting a Capacity Request for capacity release pursuant to such section;
 - (6) viewing and downloading operational data for any Gas Day on the second subsequent Gas Day;
 - (7) viewing Steckman Ridge's notice of an OFO as contemplated by Section 14.5 of the General Terms and Conditions; and
 - (8) such other functions as may be available on the LINK® System from time to time.

When necessary, Steckman Ridge will post on the LINK® System and the Internet Web site, as appropriate, available information about the imbalance and overrun status of each Customer and the system.

2.2 Information. Steckman Ridge 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 Steckman Ridge directly or through Steckman Ridge's capacity release mechanism as set forth in Section 5 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 5, information that Steckman Ridge is required to post pursuant to the Commission's regulations, or other information Steckman Ridge chooses to post in furtherance of the operation of its system.

2.3 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 2.5 and 2.6, 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) Steckman Ridge 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:
 - (1) transmit information to Steckman Ridge;
 - (2) view information posted on the LINK® System; and/or
 - (3) perform the LINK® System contracting function in accordance with the security rights granted by Local Security Administrator.

2.4 Authorized Use of LINK® System; Confidentiality

- (a) LINK® System Subscriber shall submit Contact Information to Steckman Ridge 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 Steckman Ridge via the LINK® System as such information changes. Such revised information shall supersede in its entirety any Contact Information previously submitted to Steckman Ridge.
- (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) Steckman Ridge reserves the right to disable, for due cause, any USERID issued to any LINK® System User. Steckman Ridge 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 Steckman Ridge. In addition, upon thirty (30) days prior notice to the

LINK® System User and the Local Security Administrator, Steckman Ridge 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 Steckman Ridge 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 Steckman Ridge 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 Steckman Ridge of the need to delete such Local Security Administrator.
- (f) Steckman Ridge warrants that, without the express consent of LINK® System Subscriber or as otherwise provided in Section 5 of these General Terms and Conditions, no Steckman Ridge 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.

2.5 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 Steckman Ridge 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 2.5(a) above. Such revised information shall supersede in its entirety any Designation of Affiliated Companies information previously submitted to Steckman Ridge. 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 2.5(a) above is appropriate and authorized. Determining the propriety of such access is the responsibility of LINK® System Subscriber and/or its affiliates, but Steckman Ridge 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 Steckman Ridge.

- (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 to Section 2.5(a) above, LINK® System Subscriber and each designated affiliate of LINK® System Subscriber identified on the Designation of Affiliated Companies Form must meet the requirements of a LINK® System Subscriber set forth in Section 2.1(a) of these General Terms and Conditions.
- (d) It is the obligation of the LINK® System Subscriber to notify Steckman Ridge 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 2.5(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 Steckman Ridge without consent from the non-requesting party.

2.6 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 Steckman Ridge 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. Steckman Ridge 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 2.6(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 2.1(a) of these General Terms and Conditions.
- (c) Steckman Ridge may accept and fully rely upon Designation of Agency information submitted and approved in accordance with Section 2.6(a) above. Steckman Ridge 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. Steckman Ridge 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 Steckman Ridge harmless 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 Steckman Ridge by any party associated with Steckman Ridge's reliance on Designation of Agency information provided pursuant to this Section 2.6.
- (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 Steckman Ridge 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 2.6(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 Steckman Ridge 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 2.6(a) above. Steckman Ridge 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 Steckman Ridge 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 Steckman Ridge that the agency relationship is terminated or superseded in accordance with Section 2.6(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 Steckman Ridge and LINK® System Subscriber.

2.7 Liability

- (a) Steckman Ridge 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 29 of these General Terms and Conditions, that is not within the control of Steckman Ridge and which by the exercise of due diligence Steckman Ridge is unable to prevent or overcome. To the extent the information displayed on the LINK® System is originated solely by Steckman Ridge and such information is subsequently determined to be inaccurate, LINK® System Subscriber shall not be subject to any penalties otherwise collectable by Steckman Ridge 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 Steckman Ridge harmless 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 Steckman Ridge 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 Steckman Ridge'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.

- 2.8 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 Steckman Ridge 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. Steckman Ridge will use electronic mail (e-mail) in order to facilitate certain notifications to Customers as required by this FERC Gas Tariff; Customer shall provide Steckman Ridge 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 Sections 13 and 14 of these General Terms and Conditions to post notices on the LINK® System, Steckman Ridge 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 Steckman Ridge. Customer shall be responsible for providing accurate e-mail notification information to Steckman Ridge, 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 Steckman Ridge and Customer.
- 2.9 Rights to LINK® System. Steckman Ridge or an affiliate of Steckman Ridge 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 Steckman Ridge or an affiliate of Steckman Ridge) 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 2 or the executed LINK® System Agreement acquire any proprietary interests in the programming that generates the LINK® System. As part of Steckman Ridge's continuing development of the LINK® System, third parties may desire to acquire rights to certain parts of the programming. Steckman Ridge will attempt to accommodate, when appropriate, requests by LINK® System Subscribers to license these rights for use in the LINK® System.

3. CONTRACTING FOR SERVICE

3.1 Information.

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

Steckman Ridge, LP
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 Steckman Ridge'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 service, (ii) request an amendment to existing service, or (iii) request a park or loan transaction must be a LINK® System User pursuant to Section 2 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 Steckman Ridge are referred to as Billing Amendments. Requests to amend existing service that will not affect a Customer's financial obligations to Steckman Ridge are referred to as Non-Billing Amendments. Steckman Ridge shall evaluate and respond to such request within five (5) Business Days of its receipt. If Steckman Ridge and potential Customer mutually agree to the rates Customer will pay for service, Steckman Ridge 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 3.4 and 4 below is provided in writing. If Steckman Ridge rejects any request for service, Steckman Ridge 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 Steckman Ridge'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 Steckman Ridge:

- (1) Either at the time of the request for new service or an amendment to existing service is submitted to Steckman Ridge 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 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, Steckman Ridge shall reject any request for service created in the LINK® System by Customer, but not submitted to Steckman Ridge within ninety (90) days of Customer's creation of such request.

3.4 Additional Information

- (a) Customer shall also promptly provide the credit information specified in Section 4 of these General Terms and Conditions.
- (b) After receipt of a request for service, Steckman Ridge may require that Customer furnish additional information as a prerequisite to Steckman Ridge 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 Steckman Ridge 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 Steckman Ridge.
- (c) Customer is required to provide to Steckman Ridge such other information if required in order to enable Steckman Ridge to comply with any Commission reporting or other requirements.

3.5 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 3.5, by Customer and Steckman Ridge following the completion of the approval process for capacity sold on a first-come, first-served basis pursuant to Section 3.7 below and/or the completion of the open season process pursuant to Section 3.8 below.
- (b) All Interruptible Storage Service Agreements, all amendments to Interruptible Storage Service Agreements, all Hub Services Agreements,

all amendments to Hub Services Agreements, all Exhibit(s) B to Customer's Hub Services Agreement for park and loan 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 Steckman Ridge; 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 and loan 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 Steckman Ridge. A Service Agreement shall be executed and, if required to be executed in writing, returned to Steckman Ridge within fifteen (15) days of (i) the tender of a Service Agreement by Steckman Ridge, or (ii) the determination of the winning bid in an open season. If Customer fails to execute the Service Agreement as tendered within fifteen (15) days, the Service Agreement and the corresponding request for service shall be considered null and void.

- (c) For each of Steckman Ridge's firm rate schedules, the Service Agreement executed in writing or electronically via the LINK® System, as applicable, by Customer and Steckman Ridge, the Exhibit(s) executed by Customer and Steckman Ridge, the applicable rate schedule, and the General Terms and Conditions of this FERC Gas Tariff will comprise the entire firm Service Agreement between Customer and Steckman Ridge.
- (d) For each of Steckman Ridge's enhanced and interruptible rate schedules, the Service Agreement executed in writing or electronically via the LINK® System, as applicable, by Customer and Steckman Ridge the Exhibit(s) executed by Customer and Steckman Ridge, 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 Steckman Ridge.

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

3.7 Allocation of Available Firm Storage Capacity.

- (a) Firm storage capacity that is or becomes available in Steckman Ridge's facilities shall be posted on Steckman Ridge'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 Steckman Ridge finds acceptable, provided that such capacity is not subject to the right of first refusal provisions pursuant to Section 8 of Rate Schedule FSS. Alternatively, in lieu of a first-come, first-served method of capacity allocation, Steckman Ridge may, from time to time, elect to sell such capacity by conducting an open season pursuant to Section 3.8 below. From time to time, Steckman Ridge may negotiate with Customers for prearranged storage service for a future period or for interim service.
- (b) Steckman Ridge will post information regarding available storage capacity on its Internet Web site before it provides such information to any potential Customer.
- (c) Steckman Ridge 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 Schedule FSS, or (3) termination of the Service Agreement by either Steckman Ridge or Customer.

3.8 Open Season.

- (a) Notice of open season. If Steckman Ridge elects to conduct an open season pursuant to this Section 3.8 or if an open season is required pursuant to Section 8 of Rate Schedule FSS, Steckman Ridge shall post notice of the open season on its Internet Web site. Such notice shall specify 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 shall be held for a period of thirty (30) days, as specified in Section 8.2(b) of such rate schedules. During this time, Steckman Ridge 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. In addition to the application of the Bid Evaluation Procedures in the determination of the best bid, Steckman Ridge shall multiply the present value of the total of Reservation Charges for the period covered by the bid by the creditworthiness factor as determined herein. The creditworthiness factor used in determining the best bid shall be one (1) minus the bidder's probability of default which is calculated by extrapolating to the maximum bid term to be used for bid evaluation purposes, using Standard & Poor's most recent "Cumulative Average Default Rates by Rating Modifier" table. A bidder may increase the net present value of its bid by posting additional collateral which must be in a form allowed under Section 4.2 of these General Terms and Conditions.

Steckman Ridge reserves the right to reject any bid which (i) may detrimentally impact the operational integrity of Steckman Ridge's facility, (ii) yields an economic value that is unacceptable to Steckman Ridge, (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, Steckman Ridge reserves the right to reject any bid submitted by a potential Customer that does not meet Steckman Ridge's creditworthiness requirements specified in Section 4 of the General Terms and Conditions. If Steckman Ridge rejects any request for available capacity posted pursuant to this Section 3.8, Steckman Ridge 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, capacity will be allocated to the acceptable bid(s) in accordance with the Bid Evaluation Procedures.
- (e) Execution of Service 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 3.5 of these General Terms and Conditions.

- 3.9 Extension of Service Agreements. Prior to the expiration of the term of a Service Agreement and, for those Service Agreements that include a contractual right of first refusal, prior to the receipt of an acceptable bid submitted pursuant to Section 8 of Rate Schedule FSS, Steckman Ridge and Customer may mutually agree to an extension of the term of the Service Agreement (the exact length of which is to be negotiated on a case-by-case basis, in a not unduly discriminatory manner).

- 3.10 Steckman Ridge shall not be required to perform the requested service in the event all facilities necessary to render the requested service do not exist at the time the request for service is submitted to Steckman Ridge.
- 3.11 No request for service from a Point of Receipt or to a Point of Delivery shall be granted if to do so would impair Steckman Ridge's ability to render services pursuant to Steckman Ridge's firm service rate schedules.
- 3.12 Construction of Facilities. Steckman Ridge shall not be required to provide any requested service under any rate schedule which would require construction or acquisition by Steckman Ridge of new facilities, or expansion of existing facilities.

3.13 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 Service Agreements will be updated to reflect new Service Agreements containing material, non-conforming provisions, with the exception of an extension in the term of one of the Service Agreements identified below.

Customer Name	Contract Number	Rate Schedule	Primary Term Begin Date
-----	-----	-----	-----
NJR Energy Services Company	920024	FSS	10/01/2009

3.14 TERMINATION OF FIRM SERVICE AGREEMENT

Steckman Ridge and any Customer that meets the following criteria may agree to include specific amendment and termination rights that would be applicable in the event that the state agency with regulatory authority over such Customer disallows recovery of some or all of the costs incurred by Customer under Customer's Firm Storage Service Agreement:

- (1) Customer is a local distribution company that is subject to the jurisdiction of a state regulatory agency; and
- (2) Customer's Firm Storage Service Agreement under Rate Schedule FSS has a Primary Term of at least ten (10) years.

The inclusion of such rights shall be negotiated on a not unduly discriminatory basis and shall be set forth in Customer's Firm Storage Service Agreement.

4. CREDIT EVALUATION

- 4.1 Evidence of creditworthiness. Steckman Ridge's acceptance of a request for new service or a request resulting in a Billing Amendment under any of Steckman Ridge's rate schedules is contingent upon a satisfactory credit appraisal by Steckman Ridge. Steckman Ridge shall apply, on a non-discriminatory basis, consistent financial evaluation standards to determine the acceptability of Customer's overall financial condition. Steckman Ridge shall not use any criteria, formula, ranking system or other methodology that would give any preference or advantage to an affiliate of Steckman Ridge. To enable Steckman Ridge to conduct such credit appraisal, a Customer shall submit the information specified in Sections 4.1(a)-(f) below; provided, however, that submission of such material shall not be deemed acceptance of a request for service by Steckman Ridge, which determination shall be made by Steckman Ridge only after submission of the material and information set forth below and a determination by Steckman Ridge that Customer is sufficiently creditworthy. In the event Customer cannot provide the information required by this Section 4.1, Customer shall, if applicable, provide such information for its parent company.
- (a) 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. Steckman Ridge shall determine the acceptability of Customer's overall financial condition;
 - (b) Customer shall provide a bank reference and at least two trade references. The results of reference checks and any credit reports submitted pursuant to this Section 4.1 must show that Customer's obligations are being paid on a reasonably prompt basis;
 - (c) 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;
 - (d) 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;

- (e) If Customer has an on-going business relationship with Steckman Ridge, no delinquent balances should be outstanding for services previously provided to Customer by Steckman Ridge 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
- (f) 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.

Within ten (10) days of the completion of its initial review of the information provided pursuant to this Section 4.1, Steckman Ridge shall notify Customer via email of the results of such review; in the event that Steckman Ridge determines that Customer is not creditworthy, the email notice shall also include the reason(s) for such determination.

4.2 Forms of Security. Steckman Ridge 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 Steckman Ridge's request, fails within a reasonable period to demonstrate creditworthiness.

- (a) Upon notification by Steckman Ridge 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 Steckman Ridge if it pays any outstanding balances due Steckman Ridge for service rendered or has complied with Section 19.5 of the General Terms and Conditions with regard to such balances and elects to provide one of the following forms of security:
 - (1) an advance deposit;
 - (2) a standby irrevocable letter of credit, acceptable to Steckman Ridge, issued by a financial institution that satisfies Steckman Ridge's credit appraisal;
 - (3) security interest in collateral found to be satisfactory to Steckman Ridge; or
 - (4) a guarantee, acceptable to Steckman Ridge, by another person or entity which satisfies Steckman Ridge's credit appraisal.

Steckman Ridge shall provide such Customer with a written statement supporting Steckman Ridge's request for the security amount requested at the time such security is requested. If Steckman Ridge rejects the security provided by Customer in accordance with Section 4.2(a)(2)-(4)

above, Steckman Ridge shall re-issue its request for the security and include a written explanation for the rejection of the security previously provided by Customer.

- (b) For a new Customer, or a Customer requesting a Billing Amendment, such security shall be calculated as follows:
- (1) For 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 Storage Reservation Charges at the rate specified in Customer's Firm Storage Service Agreement;
 - (2) For interruptible storage service, an amount equal to fifteen (15) days of usage per month for three (3) months or the duration of Customer's Interruptible Storage Service Agreement, whichever is shorter, multiplied by the arithmetic average of the applicable commodity rates, multiplied by the Maximum Storage Quantity specified in Customer's Interruptible Storage Service Agreement;
 - (3) For enhanced park and loan service and interruptible park and loan service, the agreed upon lump-sum fee, or if billed on a daily basis, an amount equal to fifteen (15) days of usage per month for three (3) months or the duration of the Exhibit(s) B to Customer's Hub Services Agreement, whichever is shorter, of the enhanced or interruptible charge(s) calculated using the applicable rate(s) agreed upon by Steckman Ridge 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 to Customer's Hub Services Agreement.
 - (4) For Capacity Release Umbrella agreements, Steckman Ridge 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 Steckman Ridge's credit requirements at such time as Customer submits a bid to acquire released capacity pursuant to Section 5 of the General Terms and Conditions of this FERC Gas Tariff;
- (c) 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.

- (d) With respect to a request for new service or a request resulting in a Billing Amendment, the security required by Steckman Ridge pursuant to Section 4.2(a) must be received by Steckman Ridge within ten (10) Business Days of Steckman Ridge'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 Steckman Ridge's notification, and (ii) the security required by Section 4.2(a) within thirty (30) days of Steckman Ridge's notification. If such advance payment or security is not received within the specified time period, then Steckman Ridge may immediately suspend service, and may terminate Customer's Service Agreement(s) upon thirty (30) days' notice to Customer and the Commission.
- (e) Security in the form of an advance deposit paid to Steckman Ridge shall accrue interest to the benefit of Customer from the date Steckman Ridge 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. In the event that a Customer who obtained credit approval by providing an advance deposit subsequently satisfies the credit criteria, Steckman Ridge shall return the advance deposit, plus interest, to Customer. 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 Steckman Ridge's expense, to which account Steckman Ridge shall have unrestricted access in the amount of an invoice upon presentment of an invoice for the payment of services provided to Customer. All advance payments are considered to be collateral held for security and not prepayments for service.

4.3 Once every twelve (12) months, Customer shall provide Steckman Ridge with updated financial information in the form required in Section 4.1 above. In addition, if Steckman Ridge becomes aware that there may be a potentially material change in the financial condition of an existing Customer, Steckman Ridge shall require Customer to promptly resubmit all of the financial information required in Section 4.1 above. Steckman Ridge shall re-evaluate Customer's creditworthiness based upon the updated information provided by Customer pursuant to Section 4.1 above. If Customer's credit standing ceases to meet Steckman Ridge's credit requirements at any time during the period of service, then Steckman Ridge has the right to require security as specified in Section 4.2(a) 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 Steckman Ridge's credit appraisal at any time during the period of service, then Steckman Ridge has the right to require Customer to provide replacement security that satisfies the requirements of Section 4.2(a) above.

- 4.4 In the event any information provided by Customer pursuant to Sections 4.1 and 4.2 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 Steckman Ridge. Steckman Ridge shall require Customer to resubmit all of the financial information required in Section 4.1 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. Steckman Ridge shall re-evaluate Customer's creditworthiness based upon the updated information provided by Customer pursuant to Section 4.1.
- 4.5 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.

5. CAPACITY RELEASE

Any Customer under Rate Schedule FSS may seek to release to others all or a portion of its 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 5.

5.1 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 5.3 and 5.7, herein, with the Prearranged Customer being given a right to match the best bid submitted during the bid period. If a pre-arranged transaction with a Prearranged Customer is for a period of thirty-one (31) Days or less, the Releasing Customer shall provide notice to Steckman Ridge 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 5, 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 5.4(d)(1) below 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 5.4(d)(1) below. Notice of such exempted releases shall be posted on the LINK® System in accordance with Section 5.4 herein.

5.2 Notice of Offer. A Customer offering to release firm service entitlements shall notify Steckman Ridge via the LINK® System of the terms of its offer by the posting deadline as determined pursuant to Section 5.4 herein. Steckman Ridge will display this information on the LINK® System. Customer may propose a Prearranged Customer to which the capacity would be released. Offers shall be binding until written or electronic notice of withdrawal is received by Steckman Ridge. Customer has the right to withdraw its offer during the bid period where unanticipated circumstances justify and no minimum bid has been made. The notice must contain the reason for withdrawal which Steckman Ridge 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) Steckman Ridge'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 Obligation, the Maximum Daily Delivery Obligation, 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 5.5 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 5.4 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 Steckman Ridge'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 Steckman Ridge. In addition, Releasing Customer must specify the Tie Break Method that Steckman Ridge 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 on a full day or an intraday basis, 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 Sections 5.4(a) and 5.4(b) 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 5.7 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 Steckman Ridge.
- (m) whether to specify dollars and cents or percents of the contract rate in the denomination of bids. Once the choice is made by the Releasing Customer, 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 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 Steckman Ridge as necessary;
- (q) which recall notification period(s), as identified in Section 5.9(c) below, 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; and
- (t) whether the Releasing Customer will allow the Replacement or Prearranged Customer to re-release the capacity acquired from the Releasing Customer.
- (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-

regulated 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 on 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.

- 5.3 Posting. Following receipt of a notice of offer to release capacity which satisfies the requirements set forth in Section 5.2, Steckman Ridge will post such information on the LINK® System in accordance with the timeline set forth in Section 5.4 herein; however, Steckman Ridge shall not post any minimum conditions that Releasing Customer has elected not to disclose. Steckman Ridge 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 5.18 below.
- 5.4 Posting and Bidding Timeline. For the capacity release business process timing model, only the following methodologies shall be supported by Steckman Ridge 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 Steckman Ridge's discretion. However, Steckman Ridge is not required to offer other choices or similar timeline treatment for other choices. Further, Steckman Ridge shall not be held to the timeline specified in Sections 5.4(a) and 5.4(b) below should the Releasing Shipper elect another method of evaluation; the timeline specified in Section 5.4(c) below shall apply. The proposed duration of Customer's release determines the minimum bid period for Customer's offer pursuant to this Section 5.4. The Capacity Release timeline is applicable to all parties involved in the Capacity Release process; however, it is only applicable if (i) all information provided by the parties to the transaction is valid and the Replacement Customer has been determined to be creditworthy before the capacity release bid is tendered and (ii) there are no special terms or conditions of the release.

The Capacity Release timeline is as follows:

- (a) For 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", Steckman Ridge 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 Steckman Ridge of its decision;
- If a match is required, the award will be posted by 3:00 p.m. CT.

Steckman Ridge will issue a contract within one hour of the award posting (with a new contract number, when applicable). Nomination possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Sections 10 and 13 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 (1) 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", Steckman Ridge 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 Steckman Ridge of its decision;
 - If a match is required, the award will be posted by 3:00 p.m. CT.

Steckman Ridge will issue a contract within one hour of the award posting (with a new contract number, when applicable). Nomination possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Sections 10 and 13 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 set forth in this Section 5.4 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 to flow at least one Day later than under the timelines set forth in Sections 5.4(a) and 5.4(b) above.

(d) Releases Not Subject to Bidding

(1) A proposed capacity release with a term of 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 5.4, 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-regulated 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 this Section 5.4, but shall be subject to all other provisions of this Section 5. With the exception of releases to an asset manager or to a marketer participating in a state-regulated retail access program, any release with a term that is greater than thirty-one (31) Days must be posted for bidding. Customer shall notify Steckman Ridge of such non-biddable release by providing the information pursuant to Section 5.2, which information will be posted on the LINK® System as required by Section 5.3.

- (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. Steckman Ridge will issue a contract within one hour of notification of the release (with a new contract number, when applicable). Nomination 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 Sections 10 and 13 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 5.4(a), 5.4(b) and 5.4(c) above, Steckman Ridge 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.
- (e) Steckman Ridge 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. A

Releasing Customer may request a later posting time for posting of such offer; Steckman Ridge shall support such request insofar as it comports with the standard capacity release timeline specified in this Section 5.4. A Releasing Customer cannot specify an extension of the original bid period or the pre-arranged deal match period without posting a new release.

5.5 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 MDDO, MDIQ, MDRO 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.

- #### 5.6 Qualification of Prospective Replacement Customer.
- A prospective Replacement Customer must be on Steckman Ridge'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 Steckman Ridge's credit requirements as outlined in Section 4 of the General Terms and Conditions, and provide the information required by Section 4 of the General Terms and Conditions. Such credit appraisal shall be reevaluated and updated pursuant to Section 4.3 of the General Terms and Conditions. The prospective Replacement Customer shall remain on the approved bidders list until such prospective Replacement Customer (i) notifies Steckman Ridge to the contrary, (ii) no longer meets the credit qualifications established in Section 4 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 19 of the General Terms and Conditions. Steckman Ridge will apply its creditworthiness criteria to assess the submission. Steckman Ridge will waive the creditworthiness requirement on a non-discriminatory basis

for Replacement Customers and permit them to submit bids, if the Releasing Customer provides Steckman Ridge with a guarantee or other form of credit assurance in form and substance satisfactory to Steckman Ridge 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.

- 5.7 Bidding and Selection of Replacement Customer. All bids must contain the applicable information required in this Section 5. If Releasing Customer desires to solicit bids for releases of 31 days or less, it may direct Steckman Ridge 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 Steckman Ridge, 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 Steckman Ridge 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. Steckman Ridge shall evaluate the bids in accordance with the provisions of this section and shall determine the best bid in accordance with the timelines set forth in Section 5.4 herein. Steckman Ridge shall not award capacity release offers to the Replacement Customer until and unless the Replacement Customer meets Steckman Ridge's creditworthiness requirements applicable to all services that it receives from Steckman Ridge, including the service represented by the capacity release. Steckman Ridge shall notify Releasing Customer, the best bidder, and any Prearranged Customer of such determination in accordance with the timelines set forth in Section 5.4 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 Steckman Ridge via the LINK® System in accordance with the timelines set forth in Section 5.4 herein. After the Replacement Customer is selected, Steckman Ridge 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 Steckman Ridge's system, including capacity release under this Section 5, subject to the re-release rights specified by Releasing Customer pursuant to Section 5.2(t) above. Steckman Ridge 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, Steckman Ridge shall post notice of the winning bidder on the LINK® System.

- 5.8 Best Bid. When Steckman Ridge makes awards of capacity for which there have been multiple bids meeting minimum conditions, Steckman Ridge 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 5.2(l) above and generate the "best bid", Steckman Ridge shall reject the contingent bid, even if the bid with no contingencies was received later in time. The capacity being awarded represents the Maximum Daily Delivery Obligation, Maximum Daily Injection Quantity, Maximum Daily Receipt Obligation, 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. Steckman Ridge shall evaluate and determine the best bid among those otherwise consistent with any terms and conditions specified by the Releasing Customer as follows:
- (a) Steckman Ridge 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 Steckman Ridge in applying such standard to exercise no more than a ministerial function. The Releasing Customer shall indemnify and hold Steckman Ridge harmless from and against all demands, losses, claims, expenses, causes of action and/or damages suffered or incurred by Steckman Ridge 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) Steckman Ridge shall evaluate bids in accordance with the bid evaluation method identified, pursuant to Section 5.2(f) of these General Terms and Conditions, in the Releasing Customer's offer to release capacity.
 - (1) If there is only one valid bid, Steckman Ridge 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, Steckman Ridge 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), Steckman Ridge 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, Steckman Ridge 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, Steckman Ridge 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 5.4 or in the Releasing Customer's offer to release capacity, as applicable, and shall confirm to Steckman Ridge via e-mail to 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 5.8(b).
- (c) In the event that Prearranged Customer desires to exercise its right to match the "best bid," Prearranged Customer must notify Steckman Ridge via the LINK® System.

5.9 Recall Provisions

- (a) 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 a partial Day basis.
- (b) The Releasing Customer shall provide capacity recall notification to Steckman Ridge 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.
- (c) Steckman Ridge shall support the following recall notification periods for all released capacity subject to recall rights:
 - (1) Timely Recall Notification:
 - (a) A Releasing Customer recalling capacity shall provide notice of such recall to Steckman Ridge and the first

- Replacement Customer no later than 8:00 A.M. CCT on the day that Timely Nominations are due;
- (b) Steckman Ridge shall provide notification of such recall to all affected Replacement Customers no later than 9:00 A.M. CCT on the day that Timely Nominations are due;
- (2) Early Evening Recall Notification:
- (a) A Releasing Customer recalling capacity shall provide notice of such recall to Steckman Ridge and the first Replacement Customer no later than 3:00 P.M. CCT on the day that Evening Nominations are due;
 - (b) Steckman Ridge shall provide notification of such recall to all affected Replacement Customers no later than 4:00 P.M. CCT on the day that Evening Nominations are due;
- (3) Evening Recall Notification:
- (a) A Releasing Customer recalling capacity shall provide notice of such recall to Steckman Ridge and the first Replacement Customer no later than 5:00 P.M. CCT on the day that Evening Nominations are due;
 - (b) Steckman Ridge shall provide notification of such recall to all affected Replacement Customers no later than 6:00 P.M. CCT on the day that Evening Nominations are due;
- (4) Intraday 1 Recall Notification:
- (a) A Releasing Customer recalling capacity shall provide notice of such recall to Steckman Ridge and the first Replacement Customer no later than 7:00 A.M. CCT on the day that Intraday 1 Nominations are due;
 - (b) Steckman Ridge 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
- (5) Intraday 2 Recall Notification:
- (a) A Releasing Customer recalling capacity shall provide notice of such recall to Steckman Ridge and the first Replacement Customer no later than 2:30 P.M. CCT on the day that Intraday 2 Nominations are due;
 - (b) Steckman Ridge 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.
- (d) For recall notification provided to Steckman Ridge prior to the recall notification deadline specified above and received between 7:00 A.M. CCT and 5:00 P.M. CCT, Steckman Ridge shall provide notification to all affected Replacement Customers no later than one hour after receipt of such recall notification. For recall notification provided to Steckman Ridge after 5:00 P.M. CCT and prior to 7:00 A.M. CCT, Steckman Ridge

shall provide notification to all affected Replacement Customers no later than 8:00 A.M. CCT after receipt of such recall notification.

- (e) Steckman Ridge'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 the Replacement Customer contact person(s) identified in the Replacement Customer's bid submitted pursuant to Section 5.7 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 Steckman Ridge, 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 10.2(f) of these General Terms and Conditions.
- (f) For recall notifications provided to Steckman Ridge 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.
- (g) Intraday Recall Quantity. The daily contractual entitlement that can be recalled by a Releasing Customer for an intraday 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 Steckman Ridge by the Releasing Customer, the quantity to be recalled shall be expressed in terms of the adjusted total released capacity entitlements based upon the Elapsed Prorata Capacity. In the event of an intraday capacity recall, Steckman Ridge 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 that is adjusted based upon the Elapsed Prorata 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, Steckman Ridge 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.

- (h) Reput Provisions. Steckman Ridge 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 5.2. When capacity is recalled, such capacity may not be reput for the same Gas Day. The deadline for the Releasing Customer to notify Steckman Ridge 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.

5.10 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.

5.11 Billing. The Replacement Customer shall be billed and shall make payments to Steckman Ridge 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 Firm Storage Service Agreement attributable to its usage of the released capacity. Steckman Ridge 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 Steckman Ridge of a billing dispute in accordance with the provisions of Section 19.5, Steckman Ridge shall pursue payment from the Replacement Customer by notifying such Customer by registered letter, return receipt requested, that it has five (5) days from receipt of such letter to pay the amount due including any

applicable interest calculated in accordance with Section 154.501(d) of the Commission's regulations. In addition, Steckman Ridge shall provide a notice to the Replacement Customer's Releasing Customer in accordance with the provisions of Section 5.16 of these General Terms and Conditions.

5.12 Rights and Obligations of the Parties.

The Service Agreement between the Releasing Customer and Steckman Ridge shall remain in full force and effect with the Releasing Customer to receive a credit to its invoice as described in Section 5.11 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 5.11, Steckman Ridge 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.

Once the Replacement Customer is awarded the capacity and is provided with an Addendum to the Capacity Release Umbrella Agreement, the Replacement Customer becomes an existing Customer with the same rights and obligations as any other existing Customer on Steckman Ridge's system and is subject to the applicable provisions of Steckman Ridge's FERC Gas Tariff, including but not limited to Steckman Ridge's billing and payment and operational provisions. The Replacement Customer may also release capacity pursuant to this section, subject to the re-release rights specified by Releasing Customer pursuant to Section 5.2(t) above, and in such event and for such purposes, shall be considered the Releasing Customer.

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

5.14 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) Steckman Ridge may invalidate any offer to release or any bid subsequent to its posting on the LINK® System, if such offer or bid does not conform to the requirements of this Section 5 and the other provisions of this FERC Gas Tariff. 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 5 must be objectively stated, reasonable, capable of administration or implementation by Steckman

Ridge 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) Following the awarding of capacity to a Replacement Customer in accordance with the procedures provided in this section, the Releasing Customer's rights and Steckman Ridge'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.
- (e) The offer to release by a Customer under Rate Schedule FSS must specify the quantities of MDDO, MDRO, 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.

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 capacity. Subsequent to the award of capacity to the Replacement Customer(s), the Releasing and Replacement Customers shall submit the required nominations via the LINK® System to effectuate the transfer of the Storage Inventory quantity to the Replacement Customer(s).

A Replacement Customer under Rate Schedule FSS 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. The Replacement Customer under Rate Schedule FSS 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.

The Replacement Customer must withdraw its Storage Inventory 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 15 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.

5.15 Steckman Ridge's Rights to Terminate Temporary Capacity Releases.

- (a) In the event of a temporary release for which (1) Steckman Ridge has given notice of termination of the Releasing Customer's contract because the Releasing Customer no longer satisfies Steckman Ridge's credit requirements as outlined in Section 4 of the 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 Steckman Ridge, then Steckman Ridge 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 Steckman Ridge, or (ii) such rate as mutually agreed to by Steckman Ridge and Replacement Customer. Customer may elect to pay the lesser of the two foregoing options. Steckman Ridge's right to terminate the Addendum is subject to Steckman Ridge providing written notice of termination to the Replacement Customer within 60 Days of the determination by Steckman Ridge that the Releasing Customer no longer satisfies Steckman Ridge'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 5.15(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. Steckman Ridge shall require Customer to withdraw each Gas Day a quantity equal to the MDWQ, or such other lesser quantity acceptable to Steckman Ridge. The requirement to withdraw storage quantities shall be

suspended on any Gas Day to the extent that Steckman Ridge cannot accommodate a nomination to withdraw such storage quantities on such Gas Day. Customer may also transfer title of Gas remaining in Customer's Storage Inventory to another Customer pursuant to Section 15 of these General Terms and Conditions. In the event Customer fails to withdraw its entire Storage Inventory as required by this section, Steckman Ridge shall auction any remaining Storage Inventory pursuant to the timeline specified in Section 18 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 Steckman Ridge 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 by the quantity of Gas sold at auction.

- (c) Customer shall indemnify Steckman Ridge 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 Steckman Ridge.
- (d) Customer purchasing the Gas shall pay the applicable storage rate(s) on the Gas purchased beginning on the date the bid was accepted at auction.

5.16 Notices to Releasing Customers. Steckman Ridge shall provide the original Releasing Customer with Internet E-mail notification reasonably proximate in time with any of the following formal notices given by Steckman Ridge 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 Steckman Ridge'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 Steckman Ridge's tariff.

5.17 Permanent Capacity Releases. To the extent that any Customer desires to release all or any part of its firm rights under a firm rate schedule on a permanent basis, the procedures specified in this Section 5 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 4 herein. For any permanent capacity release, the minimum bid acceptable to Steckman Ridge shall be a bid for the remainder of the term of Customer's Service Agreement at the rate(s) Customer is obligated to pay Steckman Ridge for the capacity to be permanently released. Steckman Ridge 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 Steckman Ridge, Steckman Ridge shall notify Customer via e-mail and shall include in the notification the reasons for such denial.

5.18 Capacity Request Notice. Any party desiring to acquire firm storage capacity pursuant to Section 5 must submit the following information to Steckman Ridge 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 Obligation and Maximum Daily Delivery Obligation 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.

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

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

- 6.1 Point(s) of Receipt. Customer shall tender all Gas for injection into storage to Steckman Ridge at the Point(s) of Receipt as specified in Exhibit B to Customer's Firm Storage Service Agreement, Customer's Interruptible Storage Service Agreement or Exhibit B to Customer's Hub Services Agreement, as applicable. The quantity of Gas tendered by Customer to Steckman Ridge for injection into storage shall not exceed (i) at each Point of Receipt the MDRO for such Point of Receipt specified in Exhibit B to Customer's Firm Storage Service Agreement, Customer's Interruptible 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, Customer's Interruptible Storage Service Agreement or Exhibit B to Customer's Hub Services Agreement, as applicable, without the consent of Steckman Ridge. Upon request by Customer and after confirmation by Customer's Transporter, Steckman Ridge 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 and/or MDRO, as applicable.
- 6.2 Point(s) of Delivery. Steckman Ridge shall tender all Gas withdrawn from storage to Customer at the Point(s) of Delivery as specified in Exhibit B to Customer's Firm Storage Service Agreement, Customer's Interruptible 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 MDDO for such Point of Delivery specified in Exhibit B to Customer's Firm Storage Service Agreement, Customer's Interruptible 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, Customer's Interruptible Storage Service Agreement or Exhibit B to Customer's Hub Services Agreement, as applicable, without the consent of Steckman Ridge. Upon request by Customer and after confirmation by Customer's Transporter, Steckman Ridge 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 MDDO and/or MDWQ, as applicable.
- 6.3 Steckman Ridge 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 Steckman Ridge or requested by Customer to be delivered by Steckman Ridge, together with all other quantities of Gas tendered for delivery to Steckman Ridge at any such Point of Receipt or requested for delivery by Steckman Ridge 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 the aggregate total of quantities nominated by Customers at the same location on Steckman Ridge'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 Steckman Ridge, Steckman Ridge 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 metered 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. Steckman Ridge will notify the affected Customer(s) via the LINK® System in accordance with Section 10 of these General Terms and Conditions of changes to nominations which would result in reductions as provided herein.
- 6.5 **Costs and Penalties.** Customer shall hold Steckman Ridge 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 Steckman Ridge. Customer and Steckman Ridge 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.
- 6.6 **Downstream and Upstream Transportation.** Customer shall be responsible for transportation from the Point(s) of Delivery and for payment of all transportation charges relating thereto. Customer shall be responsible for transportation to the Point(s) of Receipt and for payment of all transportation charges relating thereto.
- 6.7 **Commingling of Gas.** From the time Gas is received by Steckman Ridge at the Point(s) of Receipt, Steckman Ridge shall have the unqualified right to commingle such Gas with other Gas in Steckman Ridge's system.
- 6.8 **Accounting Meters.** In certain situations, Steckman Ridge 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 Steckman Ridge 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.

7. QUALITY

- 7.1 Specifications. The Gas delivered by either party to the other hereunder 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 or storage thereof.
 - (b) Contain not more than one half (1/2) of one grain of hydrogen sulphide per one hundred (100) cubic feet, as determined by the cadmium sulfate quantitative test, nor more than ten (10) grains of total sulphur per one hundred (100) cubic feet.
 - (c) The Gas delivered hereunder shall not contain more than two-tenths of one percent (0.2%) by volume of oxygen, shall not contain more than two percent (2%) by volume of carbon dioxide, shall not contain more than two and one half percent (2.5%) by volume of nitrogen, and shall not contain a combined total of carbon dioxide and nitrogen components of more than four percent (4%) by volume.
 - (d) Have a heating value of not less than nine hundred and sixty-seven (967) Btu's per cubic feet and not more than one thousand one hundred and ten (1110) Btu's per cubic feet.
 - (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.
- 7.2 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 7.1 hereunder. Acceptance of such Gas does not constitute any waiver of Steckman Ridge's right to refuse to accept similarly nonconforming Gas.
- 7.3 Waiver of Requirements. Steckman Ridge may waive the requirements set forth in this Section 7 in order to allow Customer to tender or cause to be tendered Gas which does not, when injected into Steckman Ridge's pipeline, meet the quality

specifications set forth in Section 7; provided that acceptance of such Gas shall not adversely affect Steckman Ridge's system facilities or operations, and further provided that once such Gas has been blended, to the extent blending occurs, the commingled Gas stream at any Point of Delivery on Steckman Ridge's system shall be compliant with the quality specifications set forth in Section 7. Steckman Ridge shall post on the LINK® System any waiver of Steckman Ridge's gas quality requirements. Steckman Ridge shall implement this Section 7.3 on a non-discriminatory basis and may cancel any waiver at any time if necessary to assure that the commingled Gas stream is compliant with the quality specifications set forth in Section 7 at any Point of Delivery on Steckman Ridge's system.

8. PRESSURE AND INJECTION/WITHDRAWAL RATES

- 8.1 Delivery Pressures. Steckman Ridge shall deliver Gas to Customer at pressures sufficient to enter the pipeline facilities at the Point(s) of Delivery against the operating pressures maintained by the interconnected pipeline(s). Steckman Ridge 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 Steckman Ridge all Gas for parking or injection at the Point(s) of Receipt at pressures not less than 800 psig and not in excess of the MAOP of Steckman Ridge's facilities at the Point(s) of Receipt. Steckman Ridge shall be responsible for maintaining facilities at such Point(s) of Receipt to permit Customer to deliver Gas to Steckman Ridge at such allowed pressures.
- 8.2 Receipt and Delivery Rates. Steckman Ridge has designed the facilities required to 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 with allowances for reasonable fluctuations. In the event that conditions on the interconnected pipeline(s) vary substantially from this "normal" design condition coincident with high levels of Customer receipt or delivery activity, Steckman Ridge'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 13 of the General Terms and Conditions of this FERC Gas Tariff. Customer shall indemnify and hold Steckman Ridge harmless for any loss caused by any such interruption in service.

9. MEASUREMENT

- 9.1 The unit of volume for measurement of all quantities of Gas stored by Steckman Ridge 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 Steckman Ridge hereunder shall be measured on "dry" basis rather than a fully saturated or "wet" basis.
- 9.2 Steckman Ridge 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 Steckman Ridge or its agent.

10. NOMINATIONS

- 10.1 When Customer desires Steckman Ridge to inject or withdraw Gas, Customer shall submit a nomination to Steckman Ridge via the LINK® System, unless another form of submittal is mutually agreed upon by Customer and Steckman Ridge, 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 will 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 Intraday Nominations, have rollover options. Specifically, Customers have the ability to nominate for several days, months, or years, provided the nomination begin and end dates are within the term of Customer's Firm Storage Service Agreement, Customer's Interruptible Storage Service Agreement or Exhibit B to Customer's Hub Services Agreement, as applicable.

Overrun quantities shall be requested on a separate transaction.

- 10.2 Nomination Timeline. Steckman Ridge 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 Steckman Ridge (including from Title Transfer Tracking Service Providers (TTTSPs))
12:00 p.m.	Steckman Ridge provides quick response for validity of data elements
3:30 p.m.	Completed confirmations from upstream and downstream connected parties provided to Steckman Ridge
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) **Intraday 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 10.2(a) above for the following Gas Day shall be an Intraday Nomination. Intraday Nominations can be used to request increases or decreases in total flow, changes to receipt points, or changes to delivery points of scheduled Gas. Intraday Nominations do not rollover (i.e. Intraday Nominations span one day only). Intraday Nominations do not replace the remainder of a standing nomination. There is no need to re-nominate if an Intraday Nomination modifies existing nomination. Intraday Nominations may be used to nominate new injections or withdrawals. All nominations, including Intraday Nominations, shall be based on a daily quantity; thus, an intraday nominator need not submit an hourly nomination. Intraday Nominations should include an effective date and time. The interconnected parties shall agree on the hourly flows of the Intraday Nomination, if not otherwise addressed in 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 Intraday Nomination to revise Customer's scheduled quantities, Point(s) of Receipt and/or Point(s) of Delivery on a prospective basis prior to the end of the Gas Day; provided, however, that such Intraday Nomination will be processed after all timely nominations have been scheduled. Such Intraday Nomination shall be implemented by Steckman Ridge to the extent and only to the extent that Steckman Ridge is able to confirm the receipt and delivery of such Gas at the Point(s) of Receipt and Point(s) of Delivery.

- (c) **Elapsed-Prorated-Scheduled Quantity.** With respect to Intraday Nominations for reductions in previously scheduled quantities, Steckman Ridge may accept any explicitly confirmed quantity, down to and including zero, for such Intraday Nomination; provided, however, if such Intraday Nomination requires confirmation from an upstream and/or downstream interconnected pipeline, then any Intraday Nomination to reduce previously scheduled quantities will be subject to, and limited to, the reduced quantity confirmed by such upstream and/or downstream interconnected pipeline.
- (d) Nominations will be processed for scheduling in order by priority level as described in Section 13 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 10.2 must be submitted via the LINK® System, unless another form of submittal is mutually agreed upon by Customer and Steckman Ridge. Customer shall provide notice of any changes in deliveries to or receipt from Steckman Ridge to Customer's Transporter(s) and shall be responsible for, and shall hold Steckman Ridge harmless from, any and all liabilities and expense resulting from any such changes, unless the added expense is due to the negligence of Steckman Ridge.
- (f) Minimum NAESB WGQ Nomination Standards. In the event the more flexible nomination procedures set forth in Section 10.2(b) above are inapplicable for any reason, nominations shall be submitted and processed in accordance with the minimum standards set forth in this Section 10.2(f). Steckman Ridge 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 Steckman Ridge (including from Title Transfer Tracking Service Providers (TTTSPs); noon to send Quick Response; 3:30 p.m. for receipt of completed confirmations by Steckman Ridge 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 Steckman Ridge (including from TTTSPs); 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed confirmations by Steckman Ridge from upstream and downstream connected parties; 10:00 p.m. for Steckman Ridge 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 Steckman Ridge (including from TTTSPs); 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of completed confirmations by Steckman Ridge from upstream and downstream connected parties; 2:00 p.m. for Steckman Ridge 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 Steckman Ridge (including from TTTSPs); 5:30 p.m. to send Quick Response; 8:00 p.m. for receipt of completed confirmations by Steckman Ridge from upstream and downstream connected parties; 9:00 p.m. for Steckman Ridge 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.

- 10.3 Customer shall make available and tender any Gas to be injected hereunder and receive and accept delivery, upon tender by Steckman Ridge, of any Gas requested to be withdrawn from storage. The quantity of Gas Stored for the account of Customer shall be increased or decreased upon injection into or withdrawal of Gas from storage, as applicable. Customer shall not (unless otherwise agreed by Steckman Ridge) receive or deliver Gas, nor shall Steckman Ridge be obligated to receive or deliver Gas on an hourly basis at rates of flow in excess of 1/24 of Customer's MDIQ, MDRO, MDWQ or MDDO. As determined by Steckman Ridge in its non-discriminatory and reasonable judgment, hourly flow rates above 1/24 of Customer's MDRO or MDDO may be permitted; such flow rates shall be referred to as Accelerated Injections and Accelerated Withdrawals, respectively.

11. FUEL REIMBURSEMENT

- 11.1 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), (c) fuel Steckman Ridge vehicles and (d) lost and unaccounted for volumes to the extent required for the operation and maintenance of Steckman Ridge's facilities.
- 11.2 Fuel Reimbursement. Fuel Reimbursement shall be calculated separately for storage, park and loan service under Rate Schedules FSS, EPS, ELS, ISS, IPS and ILS. Each Fuel Reimbursement charge shall be negotiated by Steckman Ridge and Customer such that reimbursement of fuel may be paid in kind or in dollars per Dth, as specified in Customer's Firm Service Agreement(s), Exhibit A to Customer's Interruptible Storage Service Agreement(s) or Exhibit B to Customer's Hub Services Agreement, as applicable.

12. OPERATIONAL PURCHASES AND SALES OF GAS

- 12.1 From time to time, Steckman Ridge may purchase and/or sell Gas to the extent necessary to:
- (a) maintain reservoir pressure;
 - (b) balance fuel quantities under storage agreements;
 - (c) manage storage imbalance quantities;
 - (d) perform other operational functions in connection with the storage services provided by Steckman Ridge pursuant to this FERC Gas Tariff; and
 - (e) otherwise protect the operational integrity of Steckman Ridge's facilities.
- 12.2 Operational sales shall be subject to the priority of service provisions specified in Sections 13.1 and 13.3 of the General Terms and Conditions, and shall be assigned the lowest priority of service.
- 12.3 Steckman Ridge will post notices of its operational purchases and/or sales on its Internet Web site. Such notice shall include, at a minimum, the quantity of Gas to be purchased or sold, the minimum price, if any, that Steckman Ridge would accept for Gas to be sold, the criteria to be used in determining the best bid for the quantity to be purchased or sold, the start and end date of the bid period, and instructions for submitting a bid to Steckman Ridge. Steckman Ridge shall evaluate bids and shall award such purchase and/or sale of Gas to the prospective bidder submitting a bid containing the lowest bid (if a purchase) or the highest bid (if a sale) and otherwise matching all terms and conditions requested by Steckman Ridge in its posting. Steckman Ridge reserves the right, in a non-discriminatory manner, to: (1) withdraw its postings; (2) reject all bids due to operational changes; and (3) reject any bids which are not complete, which contain modifications to the terms and conditions of the posting, or which contain terms that are operationally unacceptable.
- 12.4 Steckman Ridge will include the following in its annual information filing to be submitted within thirty (30) days after the end of the first full year of operations, and every year thereafter:
- (a) the source of the quantities purchased/sold;
 - (b) the date of such purchases/sales;
 - (c) the quantities purchased/sold;
 - (d) the purchase/sales price;
 - (e) the cost and revenues for such purchases/sales;
 - (f) the disposition of the associated costs and revenues for all operational purchases and sales;
 - (g) the reasons for such operational purchases/sales; and
 - (h) support that such operational purchases/sales are limited and incidental to the primary storage service provided by Steckman Ridge.

13. SCHEDULING AND CURTAILMENT

- 13.1 Priority of Service. Any Customer executing a Service Agreement with Steckman Ridge shall be entitled to storage, park or loan 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 MDRO, and at primary Point(s) of Delivery, not in excess of MDDO.
 - (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 MDRO but less than or equal to MDIQ, and Firm Storage Service (FSS) at primary Point(s) of Delivery in excess of MDDO but less than or equal to MDWQ.
 - (c) Enhanced park or loan service pursuant to Section 13.2(a) below.
 - (d) Interruptible storage, park or loan service pursuant to Section 13.2(b) below.
 - (e) Excess Injection Gas and Excess Withdrawal Gas pursuant to Section 13.2(c) below.
 - (f) Operational purchases and sales of Gas, pursuant to Section 12 of these General Terms and Conditions.

If a capacity constraint is anticipated or planned (for example, due to system maintenance), Steckman Ridge 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.

- 13.2 Enhanced and Interruptible Service. Based on the applicability of the operational constraint, Excess Injection Gas, Excess Withdrawal Gas and all other enhanced and 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 Steckman Ridge, as applicable, agreed to by Steckman Ridge and Customer under such rate schedule, with the transaction generating the highest economic value to Steckman Ridge 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 ISS, IPS and ILS shall be based on the economic value to Steckman Ridge, as applicable, agreed to by Steckman Ridge and Customer under such rate schedule, with the transaction generating the highest economic value to Steckman Ridge 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 Excess Injection Gas and Excess Withdrawal Gas under Rate Schedule FSS shall be based on the economic value to Steckman Ridge agreed to by Steckman Ridge and Customer under such rate schedule, with the transaction generating the highest economic value to Steckman Ridge given highest priority. Any ties shall be scheduled on a pro rata basis, according to the quantities nominated by each Customer.

13.3 Curtailment.

- (a) If on any Day, Steckman Ridge's capability to receive or deliver quantities is impaired so that Steckman Ridge 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) Operational purchases and sales of Gas, pursuant to Section 12 of these General Terms and Conditions.
 - (2) Interruptible services pursuant to Section 13.2(c) above, based on the charges paid by Customer, with the transaction with the lowest economic value to Steckman Ridge 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 13.2(b) above, based on the charges paid by Customer, with the transaction with the lowest economic value to Steckman Ridge being curtailed first. Any ties shall be curtailed on a pro rata basis, according to the quantities scheduled for each Customer.
 - (4) Enhanced services pursuant to Section 13.2(a) above, based on the charges paid by Customer, with the transaction with the lowest economic value to Steckman Ridge 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) on a pro rata basis, according to the quantities scheduled for each Customer.
 - (b) Steckman Ridge 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 Steckman Ridge estimates it will be able to park, loan, store, inject, withdraw, receive or deliver, as applicable, and the estimated duration of the curtailment.
 - (c) If curtailment is required, Steckman Ridge 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.
- 13.4 Curtailment Liability. Steckman Ridge shall not be liable for any loss or damage to any Customer, person or property caused, in whole or in part, by any curtailment, interruption, or discontinuation of service invoked by Steckman Ridge, which shall include any curtailment described in any part of Section 13.5, except to the extent caused solely by Steckman Ridge's gross negligence or willful misconduct.
- 13.5 Scheduled Maintenance.
- (a) Steckman Ridge 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 Steckman Ridge's facilities as necessary to maintain the operational capability of Steckman Ridge's facilities or to comply with applicable regulatory requirements, or to perform construction pursuant to valid Commission authorization. Steckman Ridge 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. Steckman Ridge 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 29 of these General Terms and Conditions.

14. ACTION ALERTS AND OPERATIONAL FLOW ORDERS

- 14.1 **Circumstances Warranting Issuance:** As specified in this Section 14, Steckman Ridge 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. Steckman Ridge shall lift any effective Action Alert or OFO, promptly upon the cessation of operating conditions that caused the relevant system problem.
- 14.2 **Actions to be Taken to Avoid Issuance:** Steckman Ridge 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, Steckman Ridge will have the right to issue Action Alerts or OFOs, if necessary, in the circumstances described in Section 14.1.
- 14.3 **Preliminary Notifications/Follow-up Reports:** Steckman Ridge 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.
- 14.4 **Applicability of Action Alert or OFO:** Steckman Ridge shall make an Action Alert or OFO as localized as is reasonably practicable based on Steckman Ridge'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. Steckman Ridge 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 Sections 14.6 and 14.7 below. 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.
- 14.5 **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). Steckman Ridge 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 Steckman Ridge's Internet Web site, to receive e-mail notification of Critical Notices issued by Steckman Ridge. The Action Alert or OFO will specify (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 Steckman Ridge may reasonably require to ensure the effectiveness of the Action Alert or OFO. In addition to the other information contemplated by this Section 14.5, such notice shall also include information about the status of operational variables that determine when an Action Alert or OFO will begin and end. Steckman Ridge shall post periodic updates of such information, promptly upon occurrence of any material change in the information. Steckman Ridge 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.

- 14.6 Action Alerts: In the event that Steckman Ridge 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 Steckman Ridge's ability to render firm service is threatened, Steckman Ridge may issue an Action Alert as set out herein to forestall the development of the situation.
- (a) Issuance of Alerts: Action Alerts will be noticed in accordance with the procedures set forth in Section 14.5 and Steckman Ridge will endeavor to provide a minimum of four (4) hours notice.
 - (b) Action Alerts can be issued to effect any of the following:
 - (1) restriction of enhanced or interruptible services;
 - (2) restrictions of deliveries to specific Point(s) of Receipt or Point(s) of Delivery covered by an Operational Balancing Agreement to the aggregate MDRO or MDDO under the firm Service Agreements whose Primary Point(s) of Delivery, which are specified in the Service Agreement, are at the affected locations; and/or
 - (3) 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.
- 14.7 OFOs: In the event that, in Steckman Ridge'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, Steckman Ridge may forego the action described in Section 14.6 and immediately issue an OFO. In the event that (1) Customer or point operator does not respond to an Action Alert issued pursuant to Section 14.6, (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, Steckman Ridge may issue an OFO pursuant to this Section 14.7 or take unilateral action, including the curtailment of firm service, to maintain the operational integrity of Steckman Ridge's system. For purposes of this Section 14, the operational integrity of Steckman Ridge'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. Steckman Ridge 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. Steckman Ridge 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 Steckman Ridge's Internet Web site to receive e-mail notification of Critical Notices issued by Steckman Ridge.

- 14.8 Termination of Action Alert or OFO: Steckman Ridge shall lift any effective Action Alert or OFO promptly upon the cessation of operating conditions that caused the relevant system problem. After Steckman Ridge has lifted the Action Alert or the OFO, Steckman Ridge 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. Steckman Ridge 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 Steckman Ridge's Internet Web site to receive e-mail notification of Critical Notices issued by Steckman Ridge.
- 14.9 Penalties: All quantities tendered to Steckman Ridge 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.
- (a) 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 Customer's Transporter on whose pipeline 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.

- (b) 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 Customer's Transporter on whose pipeline 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 OFO.

Any penalty revenue collected by Steckman Ridge pursuant to this Section 14.9, less any costs incurred by Steckman Ridge in an attempt to mitigate an Action Alert or OFO and the resulting penalties, shall be credited to those firm, enhanced and interruptible Customers that did not incur Action Alert or OFO penalties pursuant to this Section 14.9 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 Steckman Ridge's penalty disbursement report; provided however that Steckman Ridge 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 14.9 by Steckman Ridge as of the end of any month exceeds \$1,000,000. Steckman Ridge 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.

- 14.10 Liability of Steckman Ridge: Steckman Ridge shall not be liable for any costs incurred by any Customer or point operator in complying with an Action Alert or OFO. Steckman Ridge 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 Steckman Ridge against any claims of responsibility. However, Steckman Ridge shall use reasonable efforts to minimize any such costs or damages.
- 14.11 Unilateral Action: In the event that (1) Customer(s) or point operator(s) does not respond to an OFO issued pursuant to Section 14.7, 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, Steckman Ridge may take unilateral action, including the curtailment of firm service, to maintain the operational integrity of Steckman Ridge's system. For purposes of this section, the operational integrity of Steckman Ridge'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.

15. GAS TITLE TRANSFERS

15.1 Title Transfers of Gas in Storage:

- (a) A Customer that has executed a Service Agreement under Rate Schedules FSS, EPS, ELS, ISS, IPS and ILS may transfer title and ownership of its Storage Inventory, Park Balance or Loan Balance (collectively referred to in this Section 15 as "Storage Balance(s)", as applicable, to any other third party that has executed a Service Agreement under Rate Schedules FSS, EPS, ELS, ISS, IPS and ILS if:
 - (1) 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 Steckman Ridge's Web site and amended from time to time, and submit such executed form to Steckman Ridge; and
 - (2) 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 Customer's Firm Storage Service Agreement, Customer's Interruptible Storage Service Agreement or Exhibit B to Customer's Hub Services Agreement, as applicable.

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

- (b) Steckman Ridge 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 Steckman Ridge and specified on the executed Title Transfer Form.

16. DETERMINATION OF RECEIPTS AND DELIVERIES

- 16.1 In the event that Gas is scheduled for any Gas Day to be received or delivered by Steckman Ridge in a commingled stream at Point(s) of Receipt or Point(s) of Delivery other than those covered by an Operational Balancing Agreement on Steckman Ridge's system for the account of one or more Customers, Steckman Ridge shall: (a) allocate quantities received or delivered based on predetermined allocation methodologies ("PDA") as specified in Section 16.2 below, or (b) in the event that the allocation information as specified in Section 16.2 is not provided or is not in full compliance with the provisions of Section 16.2, Steckman Ridge shall allocate actual quantities as specified in Section 16.3 below for Point(s) of Receipt and Point(s) of Delivery.
- 16.2 Pre-Determined Allocation ("PDA"). Steckman Ridge shall allocate for each Gas Day actual Gas quantities received or delivered by Steckman Ridge among all scheduled quantities based on the PDA submitted to Steckman Ridge before the end of such Gas Day by Customer or Customer's agent or the upstream or downstream party responsible for custody transfer (hereinafter called "Submitting Entity"); however, a PDA is not required for any location that is covered by an Operational Balancing Agreement between Steckman Ridge and the operator of the location. Customer shall submit such PDA to Steckman Ridge via the LINK® System, unless otherwise agreed to by Steckman Ridge and Customer. Parties may agree upon one of the following allocation methodologies: ranked, pro rata, percentage, swing and Operator provided value. Steckman Ridge will accept the PDA if operationally or administratively feasible. Steckman Ridge shall accept Submitting Entity's PDA when such PDA provides for allocation of Gas quantities among Customer'(s) scheduled quantities at such Point(s) of Receipt or Point(s) of Delivery (hereinafter called "Allocated Entity"). Any PDA submitted shall be effective for the term specified in such PDA, provided that such term may not cover a period of less than one Gas Day or longer than the nomination period.
- 16.3 In the event that an allocation is not provided in accordance with Section 16.2 herein for any given Point of Receipt or Point of Delivery, or if an allocation is provided but is not in full compliance with the provisions specified in Section 16.2 herein, Steckman Ridge shall allocate the actual quantities received at such Point of Receipt or delivered at such Point of Delivery among the Allocated Entities not subject to an allocation based upon the ratio that each scheduled quantity not subject to an allocation bears to the total scheduled quantities not subject to an allocation, and such ratio shall be applied to unallocated actual quantities after allocating actual quantities in accordance with an allocation submitted in full compliance with the provisions specified in Section 16.2 herein.
- 16.4 Any allocation submitted in accordance with the provisions specified in this Section 16 shall be binding as to Steckman Ridge and as to each and every Allocated Entity at such Point(s) of Receipt or Point(s) of Delivery on such Gas

Day. Steckman Ridge shall not be liable to any Customer or third party as a result of Steckman Ridge's reliance on any allocation from Submitting Entity in accordance with the provisions specified in this Section 16.

17. OPERATIONAL BALANCING AGREEMENTS

- 17.1 Any imbalances arising under any Service Agreement between Customer and Steckman Ridge 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 17.2, on the Gas Day or Gas Days such variances arise, will be resolved by Steckman Ridge pursuant to the terms of the applicable Operational Balancing Agreement.
- 17.2 For the purpose of minimizing operational conflicts between various facilities with respect to the delivery of Gas to and from Steckman Ridge's facilities, Steckman Ridge is willing to negotiate and execute Operational Balancing Agreements with appropriate parties that operate natural gas facilities which interconnect with Steckman Ridge's facilities (herein called "OBA Party"). Such Operational Balancing Agreements shall specify the gas custody transfer procedures to be followed by Steckman Ridge and OBA Party for the confirmation of scheduled quantities to be received by Steckman Ridge at Point(s) of Receipt and delivered by Steckman Ridge 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, Steckman Ridge and OBA Party will agree in the Operational Balancing Agreement on necessary measurement and accounting procedures. Steckman Ridge will provide to any party upon request a copy of any executed Operational Balancing Agreement.
- 17.3 It is Steckman Ridge's intent to negotiate and execute Operational Balancing Agreements on a non-discriminatory basis with any OBA Party. However, Steckman Ridge 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 Steckman Ridge 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.

17.4 Nothing in this Section 17 nor any executed Operational Balancing Agreement shall limit Steckman Ridge's rights to take action as may be required to adjust receipts and deliveries under any agreement to reflect actual experience or to alleviate conditions which threaten the integrity of Steckman Ridge's system, including maintenance of service to higher priority Customers and/or services.

18. DISPOSITION OF RETAINED QUANTITIES

- 18.1 In the event that Steckman Ridge holds an auction for quantities retained pursuant to Section 9 of Rate Schedule FSS, Sections 2.3 and 8 of Rate Schedule EPS, Sections 2.3 and 8 of Rate Schedule ISS, Sections 2.3 and 8 of Rate Schedule IPS, or Section 5.15(b) of these General Terms and Conditions, Steckman Ridge shall post a notice of the auction on the LINK® System at least three (3) Business Days prior to the date on which bids will be accepted. Such notice will identify the quantity 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. Steckman Ridge 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. Steckman Ridge 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 Steckman Ridge accepts bids; provided, however, Steckman Ridge reserves the right to reject all bids.
- 18.2 Steckman Ridge shall credit the proceeds received from the auction for Gas quantities retained pursuant to Section 9 of Rate Schedule FSS, Sections 2.3 and 8 of Rate Schedule EPS, Sections 2.3 and 8 of Rate Schedule ISS, Sections 2.3 and 8 of Rate Schedule IPS, or Section 5.15(b) of these General Terms and Conditions as specified in each such section.

19. BILLING AND PAYMENT

- 19.1 Invoice. Not later than the ninth (9th) Business Day of each month, Steckman Ridge shall provide Customer (including a Replacement Customer) an invoice and any required backup data setting forth (i) the charges due for the current month; (ii) the total quantity of Gas, stated in Dekatherms, received from and delivered to Customer hereunder during the preceding month(s), with applicable Point(s) of Receipt and Point(s) of Delivery properly identified, and the amount due therefor; and if applicable, (iii) the amount of Customer's Gas in storage as of the close of the preceding month and information sufficient to explain and support any adjustments made by Steckman Ridge in determining the amount billed. Such invoice shall be delivered to Customer or its agent by posting Customer's invoice on Steckman Ridge's LINK® System and posting a general notice of the availability of the final invoices on Steckman Ridge's Informational Postings Web site. Steckman Ridge 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 Steckman Ridge's LINK® System. It is the Customer's responsibility to update e-mail address information provided to Steckman Ridge 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 Steckman Ridge's LINK® System. If actual quantities are not available by the ninth (9th) Business Day of the month, Steckman Ridge 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.
- 19.2 Application of Payments for Released Capacity. Payments to Steckman Ridge by a Replacement Customer for released capacity shall be applied as follows: (i) Steckman Ridge shall retain amounts equal to the Replacement Customer's usage charges; (ii) Steckman Ridge will credit the balance to Reservation Charges due from the Replacement Customer; and (iii) Steckman Ridge shall remit the remaining balance, if any, or shall charge any balance due, to the Replacement Customer, in accordance with Section 5.11 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.
- 19.3 Payment. Customer shall pay Steckman Ridge 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.

- 19.4 Billing Error. If an error is discovered in any billing, such error shall be adjusted within thirty (30) days of the determination thereof, provided that the claim shall have been made in writing.
- (a) NAESB WGQ Standard 2.3.14 states: Measurement data corrections shall be processed within six (6) months of the production month with a three-month rebuttal period.
 - (b) NAESB WGQ Standard 2.3.26 states: The time limitation for disputes of allocations shall be six (6) months from the date of the initial month-end allocation with a three-month rebuttal period.
 - (c) NAESB WGQ Standard 3.3.15 states: Prior period adjustment time limits shall be six (6) months from the date of the initial transportation invoice with a three-month rebuttal period, excluding government-required changes.

These three standards shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by these standards.

- 19.5 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 Steckman Ridge a written explanation of the dispute and any available supporting documentation. Such documentation shall be provided to Steckman Ridge 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 Steckman Ridge 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 specified in this Section 19.5 from the original due date until the date actually paid. In the event Customer fails to forward the entire undisputed amount due to Steckman Ridge 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 Steckman Ridge,

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 Steckman Ridge, in addition to all other legal remedies available to it, shall have the right and option to terminate service hereunder.

- 19.6 Right to Audit. Both Steckman Ridge 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 Steckman Ridge 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 Steckman Ridge 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 Steckman Ridge 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.

20. PENALTIES ASSESSED BY INTERCONNECTED PIPELINES

- 20.1 Customer shall be liable for and shall be required to reimburse Steckman Ridge for all penalties, charges and fees which Steckman Ridge 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.
- 20.2 In addition to the payment of the penalties set forth in Section 20.1 herein, the responsible Customer shall also be liable for, and shall reimburse Steckman Ridge for, all costs incurred by Steckman Ridge as a consequence of such Customer's actions.

21. STANDARDS OF CONDUCT COMPLIANCE

- 21.1 Informational Postings. All information required to be posted pursuant to the Commission's currently effective Standards of Conduct regulations will be provided on Steckman Ridge's Internet Web site under Informational Postings. Such information will be updated as required by applicable regulation(s) issued by the Commission.
- 21.2 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 Steckman Ridge.
- 21.3 Steckman Ridge shall provide service under Rate Schedules FSS, EPS, ELS, ISS, IPS and ILS on a basis that is equal in quality for all Gas supplies stored, parked and/or loaned by Steckman Ridge under such rate schedules.
- 21.4 Complaints regarding Steckman Ridge's compliance with its procedures for implementation of and compliance with the Commission's currently effective Standards of Conduct regulations shall be submitted and addressed in accordance with Section 22 of these General Terms and Conditions.

22. COMPLAINT PROCEDURES

Complaints regarding Steckman Ridge's compliance with Steckman Ridge's Standards of Conduct compliance procedures in providing storage services pursuant to any of the rate schedules specified in this FERC Gas Tariff and any other complaints regarding service pursuant to any of the rate schedules contained in this FERC Gas Tariff shall be communicated to Steckman Ridge's designated contact personnel with a designation that it is a Standards of Conduct regulation complaint and/or a complaint regarding service, as applicable. 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 Steckman Ridge's Internet Web site.

Steckman Ridge will respond initially within forty-eight (48) hours of receipt and in writing within thirty (30) days of the receipt of the complaint advising Customer or potential customer of the disposition of the complaint. In the event the required date of Steckman Ridge's response falls on a Saturday, Sunday or a holiday that affects Steckman Ridge, Steckman Ridge shall respond by the next Business Day.

23. NORTH AMERICAN ENERGY STANDARDS BOARD ("NAESB")

Steckman Ridge 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, 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

1.2.1, 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, 2.3.6, 2.3.7, 2.3.8, 2.3.10, 2.3.11, 2.3.12, 2.3.13, 2.3.15, 2.3.17, 2.3.18, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.27, 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, 3.3.16, 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 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, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20, 4.3.1, 4.3.2, 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, 4.3.55, 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, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92, and 4.3.93.

Capacity Release Related Standards

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, 5.3.30, 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.

24. OFF-SYSTEM PIPELINE CAPACITY

From time to time, Steckman Ridge may enter into transportation and/or storage agreements with other interstate or intrastate pipeline companies ("Off-system Pipeline"). In the event that Steckman Ridge acquires capacity on an Off-system Pipeline, Steckman Ridge will use such capacity for operational reasons and will only render service to Customers on the acquired capacity pursuant to Steckman Ridge's FERC Gas Tariff and subject to Steckman Ridge's rates, as such tariff and rates may change from time to time. In the event that off-system capacity used to render service to Steckman Ridge's Customers is subject to renewal limitations, as specified in the Off-system Pipeline's tariff and/or as provided by Commission regulation, Steckman Ridge will indicate in any posting of capacity available for service any limitation to extension rights that will apply as a result of limitations on the off-system capacity. For purposes of transactions entered into subject to this Section 24, the "shipper must have title" requirement is waived.

25. CONSTRUCTION OF NEW RECEIPT OR DELIVERY FACILITIES

25.1 All requests for new interconnects must be made in writing. A party requesting the new interconnect shall reimburse Steckman Ridge or cause Steckman Ridge to be reimbursed for any and all reasonable costs and expenses incurred in constructing, establishing or modifying the facilities required to establish a new interconnection on existing facilities for receipt or delivery of Gas hereunder. In the alternative, the party requesting the interconnect may perform the construction at its own cost in compliance with Steckman Ridge's technical requirements. In addition to the above requirements, Steckman Ridge will agree to construct a new interconnect or modify an existing interconnect on the following terms:

- (a) The construction of the new interconnect will not create any significant operational problems for Steckman Ridge;
- (b) The proposed interconnect will not adversely affect the rendition of existing service or adversely alter the operation of its facilities;
- (c) The new interconnect must be at a mutually agreeable location; provided, however, that Steckman Ridge may not deny a Customer's request for specific placement of the interconnect without adequate operational, environmental, or legal justification;
- (d) In order to properly and prudently design and size the new interconnect, Steckman Ridge must be provided with reasonable and reliable data concerning the interconnecting facilities, including delivery pressures, and anticipated hourly, daily, monthly and annual volume levels of the service that supports the new interconnect and such other data as is reasonably required to construct the interconnect facility;
- (e) The new interconnect must not result in any minimum pressure receipt or delivery requirement by Steckman Ridge unless Steckman Ridge agrees otherwise, such agreement shall not be unreasonably withheld, and Steckman Ridge shall not be responsible for any downstream parties' facilities, the operation or maintenance of such facilities, or the delivery of any unauthorized volumes to the facilities;
- (f) The service supporting the interconnect as well as the construction of the new facilities must conform with the provisions of Steckman Ridge's currently effective FERC Gas Tariff as well as applicable regulatory requirements;
- (g) The proposed interconnect must not cause Steckman Ridge to be in violation of any applicable environmental or safety laws or regulations

with respect to the facilities required to establish an interconnect with Steckman Ridge's existing facilities; and

- (h) The proposed interconnect must not cause Steckman Ridge to be in violation of its right-of-way agreements or any other contractual obligations with respect to the interconnect facilities.

- 25.2 Except as provided in Section 25.4 herein, Customer shall reimburse Steckman Ridge for (a) the costs of any facilities installed by Steckman Ridge with Customer's consent to receive, measure, store or deliver natural Gas for Customer's account and (b) any and all filings and approval fees required in connection with Customer's Service Agreement that Steckman Ridge is obligated to pay to the Commission or any other governmental authority having jurisdiction.
- 25.3 Any reimbursement due Steckman Ridge by Customer pursuant to Sections 25.1 or 25.2 shall be due and payable to Steckman Ridge within ten (10) days of receipt by Customer of Steckman Ridge's invoice(s) for same; provided, however, subject to Steckman Ridge'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 Steckman Ridge and Customer. Carrying charges shall be computed utilizing interest factors acceptable to both Steckman Ridge and Customer.
- 25.4 Steckman Ridge may waive from time to time, at its discretion, all or a portion of the facility cost reimbursement requirement set forth in Section 25.2 for Rate Schedules FSS, EPS, ELS, ISS, IPS and ILS if Customer provides Steckman Ridge adequate assurances to make construction of the facilities economical to Steckman Ridge. All requests for waiver shall be handled by Steckman Ridge in a manner which is not unduly discriminatory. For purposes of determining whether a project is economical, Steckman Ridge 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 Steckman Ridge estimates will be generated as a result of such construction, and the availability of capital funds on terms and conditions acceptable to Steckman Ridge. In estimating the revenues to be generated, Steckman Ridge 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.

26. TAXES

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

27. INSURANCE

Customer shall be responsible for providing its own insurance coverage with respect to its Gas in Steckman Ridge's facilities.

28. TITLE AND RISK OF LOSS

- 28.1 Customer warrants for itself, its successors and assigns, that it will have, at the time of delivery of Gas for storage or injection hereunder either good title or the right to have the Gas 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 Steckman Ridge 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 Steckman Ridge hereunder.
- 28.2 As between Customer and Steckman Ridge: Customer shall be in control and possession of the Gas prior to delivery to Steckman Ridge for parking, storage or injection at the Point(s) of Receipt and after redelivery by Steckman Ridge to Customer at the Point(s) of Delivery, and shall indemnify and hold Steckman Ridge harmless from any damage or injury caused thereby. Steckman Ridge 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 Steckman Ridge 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 injected into, parked or stored in and withdrawn from storage shall remain with Customer, and Steckman Ridge 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 Steckman Ridge. Any losses of Gas, unless due to the intentional or negligent act or omissions of Steckman Ridge, shall be shared proportionally by all Customers, based on each Customer's Storage Inventory, Park Balance and/or Loan Balance, as applicable.

29. FORCE MAJEURE

- 29.1 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 Steckman Ridge, 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 Steckman Ridge 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 Steckman Ridge, 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 Steckman Ridge.
- 29.2 Effect of Force Majeure. In the event Steckman Ridge is rendered unable, wholly or in part, by reason of an event of Force Majeure, as defined in Section 29.1 above, to perform, wholly or in part, any obligation or commitment under Customer's Service Agreement, Steckman Ridge 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 Steckman Ridge shall be suspended to the extent that Steckman Ridge 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.
- 29.3 Except as provided in Section 29.4 below, in the event Steckman Ridge fails to receive and inject, or withdraw and deliver, on any Gas Day at least 95% of the quantity of Gas scheduled to be received from Customer and injected by Steckman Ridge or withdrawn by Steckman Ridge and delivered to Customer

which Steckman Ridge is obligated to receive and inject or withdraw and deliver, as applicable, pursuant to any of Steckman Ridge's firm services up to the MDIQ or MDWQ, as applicable, specified in Exhibit B to Customer's Firm Storage Service Agreement, the Reservation Charge shall be decreased by the amount of the Reservation Charge specified in Exhibit B to Customer's Firm Storage Service Agreement multiplied by the quantity of Gas not received or delivered up to the lesser of the total quantity of Gas requested and not received or delivered, or the MDIQ or MDWQ, as applicable, specified in Exhibit B to Customer's Firm Storage Service Agreement.

- 29.4 Steckman Ridge shall not be obligated to adjust the Reservation Charge pursuant to Section 29.3 above when Steckman Ridge's failure to deliver on any Gas Day the quantities described in Section 29.3 above occurs (a) either (1) within ten (10) days following a Force Majeure event as contemplated by Section 29.1 above, or (2) prior to the date Steckman Ridge has or should have, in the exercise of due diligence, overcome the Force Majeure event, whichever occurs first; (b) as the result of the conduct of Customer or the upstream or downstream of facilities at a Point of Receipt or Point of Delivery; (c) as the result of Steckman Ridge having an OFO or Action Alert in effect on such Gas Day; or (d) as the result of Steckman Ridge performing at any time repair and maintenance of its facilities to comply with applicable regulatory requirements.

30. 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 Customer's 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.

31. JOINT OBLIGATIONS

When Customer under a Service Agreement consists of two or more persons, the obligations of such persons under such Service 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.

32. NON-DISCRIMINATORY WAIVER OF TARIFF PROVISIONS

Steckman Ridge 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 Steckman Ridge of any one or more defaults by the other in the performance of any provision of the Service Agreement between Customer and Steckman Ridge shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

33. 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.

34. SUCCESSORS IN INTEREST

Any company which shall succeed by purchase, merger, consolidation or otherwise to the properties substantially or in the entirety, of Steckman Ridge 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 5 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 Steckman Ridge, in the event of any assignment by Customer, or the consent thereto of Customer, in the event of an assignment by Steckman Ridge. 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.

35. TERMINATION FOR DEFAULT

- 35.1 Termination of Service. If either Steckman Ridge 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 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 Steckman Ridge 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.
- 35.2 Suspension of Service. Prior to a termination for default, Steckman Ridge 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. Steckman Ridge's failure to invoke its right to terminate a Service Agreement for default shall not be construed as a waiver of Steckman Ridge'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.

36. LIMITATION OF LIABILITY OF PARTNERS AND OPERATOR

Steckman Ridge is a Delaware limited partnership. Customer shall have no recourse against any partner of Steckman Ridge with respect to Steckman Ridge's obligations under any Service Agreement and Customer's sole recourse shall be against the assets of Steckman Ridge, irrespective of any failure to comply with applicable law or any provision of any Service Agreement. Customer shall have no claim against any partner of Steckman Ridge under or in connection with any Service Agreement. Customer shall have no claim against the company operating the business and physical operations of Steckman Ridge or its partners or the officers, employees, and agents of Steckman Ridge or its operator or its partners (collectively "Operator"), under or in connection with any Service Agreement and the performance by Operator of its duties as Operator (provided that this provision shall not bar claims resulting from the gross negligence or willful misconduct of the Operator). Customer shall provide the Operator with a waiver of subrogation of Customer's insurance company for all such claims. The limitation of liability set forth in this section is made expressly for the benefit of the partners of Steckman Ridge and the Operator.

FORMS OF SERVICE AGREEMENT

INDEX

Description/Title

1. FIRM STORAGE SERVICE AGREEMENT
(FOR USE UNDER RATE SCHEDULE FSS)
2. INTERRUPTIBLE STORAGE SERVICE AGREEMENT
(FOR USE UNDER RATE SCHEDULE ISS)
3. HUB SERVICES AGREEMENT
(FOR USE UNDER RATE SCHEDULES EPS, ELS, IPS AND ILS)
4. CAPACITY RELEASE UMBRELLA AGREEMENT
5. 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 Steckman Ridge, LP, herein called "Steckman Ridge," and _____, herein called "Customer."

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

1. Steckman Ridge agrees to provide and Customer agrees to take and pay for service under this Service Agreement pursuant to the terms of Steckman Ridge's Rate Schedule FSS and the General Terms and Conditions of Steckman Ridge'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 Obligation ("MDDO"), Maximum Daily Injection Quantity ("MDIQ") and Maximum Daily Receipt Obligation ("MDRO") 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 agreement and is incorporated herein. Customer's storage injection quantities and withdrawal quantities are specified on Exhibit A attached hereto. Exhibits A and B are incorporated herein by reference and made a part hereof.
3. This Service Agreement shall be effective on _____, ____ and shall remain in force and effect until and including _____, ____ (the "Primary Term"). Thereafter, this 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 STECKMAN RIDGE, 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 Steckman Ridge.)

[TO THE EXTENT THAT INCLUSION OF THE FOLLOWING RATE AMENDMENT AND TERMINATION RIGHT PURSUANT TO GT&C SECTION 3.14 IS AGREED TO BY CUSTOMER AND STECKMAN RIDGE, THE FOLLOWING LANGUAGE SHALL BE INCLUDED IN CUSTOMER'S SERVICE AGREEMENT:

If at any time during the first [insert number] years of the Primary Term of this Service Agreement, [insert the name of the state agency with regulatory authority over Customer] disallows the recovery of some or all of the costs incurred by Customer under this Service Agreement, Customer shall promptly notify Steckman Ridge in writing and offer to Steckman Ridge an amendment reflecting the pricing formula, if applicable, designed to produce prices equal to that portion of Steckman Ridge's charges recoverable through the [name of the state agency] by Customer. If within ten (10) Business Days of its receipt of Customer's notice, Steckman Ridge has not accepted the proposed amendment, Customer may terminate this Service Agreement on no less than thirty (30) days written notice to Steckman Ridge, to be effective on the day before

the beginning of the next storage injection season. No retroactive adjustment will be made for costs incurred by Customer prior to the effective date of the termination.]

- 4. Customer agrees to pay Steckman Ridge 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 Steckman Ridge all other applicable taxes, fees and charges as specified in Rate Schedule FSS and in the General Terms and Conditions of Steckman Ridge'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 Steckman Ridge may change the addresses or other information below by written notice to the other without the necessity of amending this Service Agreement.

STECKMAN RIDGE: Steckman Ridge, LP
5400 Westheimer Court
Houston, Texas 77056-5310
Attention: _____

CUSTOMER: _____

NOTICES: _____

Attention: _____

BILLING: _____

Attention: _____

- 6. The interpretation and performance of this Service Agreement shall be in accordance with the laws of the Commonwealth of Pennsylvania 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 agreements(s) between the parties hereto as described below, if applicable:

Firm Storage Service Agreement dated _____.

- 8. Warehousemen's Lien.
 - (a) CUSTOMER HEREBY ACKNOWLEDGES THAT STECKMAN RIDGE SHALL BE ENTITLED TO, AND STECKMAN RIDGE HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY STECKMAN RIDGE FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY STECKMAN RIDGE, AS PROVIDED IN 13 PA CS SEC. 7201, ET SEQ, WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT STECKMAN RIDGE SHALL BE ENTITLED TO,

AND STECKMAN RIDGE HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

- (b) IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO 13 PA CS SEC. 7201, ET SEQ, CUSTOMER HEREBY AGREES THAT:
- (i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY STECKMAN RIDGE TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN STECKMAN RIDGE'S TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO 13 PA CS SEC. 7201, ET SEQ, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE SERVICE AGREEMENT IS RECEIVED,
 - (ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PRELIMINARY STATEMENT OF STECKMAN RIDGE'S TARIFF, APPENDIX B OF THIS AGREEMENT, THE MONTHLY STATEMENT (AS DESCRIBED IN SECTION 19 OF THE GENERAL TERMS AND CONDITIONS) AND THE DEFINITION OF THE TERM "GAS" IN SECTION 1 OF THE GENERAL TERMS AND CONDITIONS,
 - (iii) THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED,
 - (iv) THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE SERVICE AGREEMENT, AND
 - (v) THE SIGNATURE OF STECKMAN RIDGE ON THE SERVICE AGREEMENT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

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.

CUSTOMER: _____

STECKMAN RIDGE, LP

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Exhibit A to the Firm Storage Service Agreement
between Steckman Ridge, LP (Steckman Ridge) 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>Maximum Daily Injection Quantity</u>
0-20%	
21-40%	
41-60%	
61-80%	
81-100%	

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

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

<u>Storage Inventory</u> *	<u>Maximum Daily Withdrawal Quantity</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 Steckman Ridge, LP (Steckman Ridge) and
_____ (Customer)**

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

Customer's Transporter: _____

Maximum Daily Receipt Obligation (MDRO): _____
Maximum Daily Delivery Obligation (MDDO): _____

Customer's Transporter: _____

Maximum Daily Receipt Obligation (MDRO): _____
Maximum Daily Delivery Obligation (MDDO): _____

* Any point with an MDRO and/or MDDO 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 Steckman Ridge, LP (Steckman Ridge) and
_____ (Customer) dated _____**

Customer agrees to pay Steckman Ridge the following charges for 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

Steckman Ridge, LP: _____

Customer: _____

Supersedes Exhibit C Dated: _____

**Exhibit D dated _____ to the Firm Storage Service Agreement
between Steckman Ridge, LP (Steckman Ridge) and
_____ (Customer) dated _____**

Customer agrees to pay Steckman Ridge 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

Steckman Ridge, LP: _____

Customer: _____

Supersedes Exhibit D Dated: _____

**INTERRUPTIBLE STORAGE SERVICE AGREEMENT
(For Use Under Rate Schedule ISS)**

Date: _____

Contract No.: _____

This Service Agreement is entered into by and between Steckman Ridge, LP, herein called "Steckman Ridge," and _____, herein called "Customer."

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

1. Steckman Ridge agrees to provide and Customer agrees to take and pay for service under this Service Agreement pursuant to the terms of Steckman Ridge's Rate Schedule ISS and the General Terms and Conditions of Steckman Ridge's FERC Gas Tariff, which are incorporated herein by reference and made a part hereof.

2. All points on Steckman Ridge's facilities are applicable to service under this Service Agreement. The quantities applicable to this Service Agreement are as follows:

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

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 Steckman Ridge or Customer upon a least thirty (30) days prior written notice to the other party.

4. Customer agrees to pay Steckman Ridge the rates, charges, and fees specified in Exhibit A hereto for all services furnished to Customer pursuant to this Service Agreement. Customer further agrees to pay Steckman Ridge all other applicable taxes, fees and charges as specified in Rate Schedule ISS and in the General Terms and Conditions of Steckman Ridge's FERC Gas Tariff. Exhibit A constitutes a part of this Service Agreement and is incorporated herein.

5. Unless otherwise required in the Tariff, all notices shall be in writing and mailed to the applicable address below. Customer or Steckman Ridge may change the addresses or other information below by written notice to the other without the necessity of amending this Service Agreement.

STECKMAN RIDGE: Steckman Ridge, LP
5400 Westheimer Court
Houston, Texas 77056-5310
Attention: _____

CUSTOMER: _____

NOTICES: _____

Attention: _____

BILLING: _____

Attention: _____

6. The interpretation and performance of this Service Agreement shall be in accordance with the laws of the Commonwealth of Pennsylvania 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 agreements(s) between the parties hereto as described below, if applicable:

Interruptible Storage Service Agreement dated _____.

8. Warehousemen's Lien.

(a) CUSTOMER HEREBY ACKNOWLEDGES THAT STECKMAN RIDGE SHALL BE ENTITLED TO, AND STECKMAN RIDGE HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY STECKMAN RIDGE FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY STECKMAN RIDGE, AS PROVIDED IN 13 PA CS SEC. 7201, ET SEQ, WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT STECKMAN RIDGE SHALL BE ENTITLED TO, AND STECKMAN RIDGE HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

(b) IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO 13 PA CS SEC. 7201, ET SEQ, CUSTOMER HEREBY AGREES THAT:

(i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY STECKMAN RIDGE TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN STECKMAN RIDGE'S TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO 13 PA CS SEC. 7201, ET SEQ, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE SERVICE AGREEMENT IS RECEIVED,

- (ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PRELIMINARY STATEMENT OF STECKMAN RIDGE'S TARIFF, APPENDIX B OF THIS AGREEMENT, THE MONTHLY STATEMENT (AS DESCRIBED IN SECTION 19 OF THE GENERAL TERMS AND CONDITIONS) AND THE DEFINITION OF THE TERM "GAS" IN SECTION 1 OF THE GENERAL TERMS AND CONDITIONS,
- (iii) THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED,
- (iv) THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE SERVICE AGREEMENT, AND
- (v) THE SIGNATURE OF STECKMAN RIDGE ON THE SERVICE AGREEMENT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

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.

CUSTOMER: _____

STECKMAN RIDGE, LP

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Exhibit A dated _____
to the Interruptible Storage Service Agreement
between Steckman Ridge, LP (Steckman Ridge) and
_____ (Customer) dated _____**

Customer agrees to pay Steckman Ridge the following charges for interruptible storage service furnished to Customer hereunder:

PERIOD(S)	RATE(S) (PER DTH)			
	ISS Space Charge	Storage Injection Charge	Storage Withdrawal Charge	Fuel Reimbursement
	_____	_____	_____	_____

Signed for Identification

Steckman Ridge, LP: _____

Customer: _____

Supersedes Exhibit A Dated: _____

HUB SERVICES AGREEMENT

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

Date: _____

Contract No. _____

This Service Agreement is entered into by and between Steckman Ridge, LP, herein called "Steckman Ridge," and _____, herein called "Customer."

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

1. Steckman Ridge agrees to provide and Customer agrees to take and pay for service under this Service Agreement pursuant to the terms of Steckman Ridge's Rate Schedules EPS, ELS, IPS and/or ILS, as applicable, and the General Terms and Conditions of Steckman Ridge's FERC Gas Tariff, which are incorporated herein by reference and made a part hereof. Steckman Ridge shall provide interruptible service for Customer and shall receive, inject, park, store, loan, withdraw and redeliver the quantities of Gas up to Customer's MDIQ, MDWQ, MSQ, MPQ and/or MLQ, 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 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 Steckman Ridge or Customer upon a least thirty (30) days prior written notice to the other party.
4. Customer agrees to pay Steckman Ridge 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 Steckman Ridge all other applicable taxes, fees and charges as specified in Rate Schedules EPS, ELS, IPS and ILS, as applicable, and in the General Terms and Conditions of Steckman Ridge'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 Steckman Ridge may change the addresses or other information below by written notice to the other without the necessity of amending this Service Agreement.

STECKMAN RIDGE: Steckman Ridge, LP
5400 Westheimer Court
Houston, Texas 77056-5310
Attention: _____

CUSTOMER: _____

NOTICES: _____

Attention: _____

BILLING: _____

Attention: _____

6. The interpretation and performance of this Service Agreement shall be in accordance with the laws of the Commonwealth of Pennsylvania 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 agreement(s) between the parties hereto as described below, if applicable:

Hub Services Agreement dated _____.

8. Warehousemen's Lien.

(a) CUSTOMER HEREBY ACKNOWLEDGES THAT STECKMAN RIDGE SHALL BE ENTITLED TO, AND STECKMAN RIDGE HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY STECKMAN RIDGE FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY STECKMAN RIDGE, AS PROVIDED IN 13 PA CS SEC. 7201, ET SEQ, WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT STECKMAN RIDGE SHALL BE ENTITLED TO, AND STECKMAN RIDGE HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

(b) IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO 13 PA CS SEC. 7201, ET SEQ, CUSTOMER HEREBY AGREES THAT:

(i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY STECKMAN RIDGE TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN STECKMAN RIDGE'S TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO 13 PA CS SEC. 7201, ET SEQ, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE SERVICE AGREEMENT IS RECEIVED,

- (ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PRELIMINARY STATEMENT OF STECKMAN RIDGE'S TARIFF, APPENDIX B OF THIS AGREEMENT, THE MONTHLY STATEMENT (AS DESCRIBED IN SECTION 19 OF THE GENERAL TERMS AND CONDITIONS) AND THE DEFINITION OF THE TERM "GAS" IN SECTION 1 OF THE GENERAL TERMS AND CONDITIONS,
- (iii) THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED,
- (iv) THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE SERVICE AGREEMENT, AND
- (v) THE SIGNATURE OF STECKMAN RIDGE ON THE SERVICE AGREEMENT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

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.

CUSTOMER: _____

STECKMAN RIDGE, LP

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Exhibit A to the Hub Services Agreement
between Steckman Ridge, LP (Steckman Ridge) and
_____ (Customer)**

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

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

CUSTOMER'S TRANSPORTER	METER #	COUNTY	STATE
_____	_____	_____	_____
_____	_____	_____	_____

**Exhibit B to the Hub Services Agreement
 between Steckman Ridge, LP (Steckman Ridge) and
 _____ (Customer)**

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

Steckman Ridge 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 Loan Service (ILS)			
	Begin Date	End Date	Charge Type	\$ per Dth
	_____	_____	Interruptible Loan Charge	_____
	_____	_____	Interruptible Loan Injection Charge	_____
	_____	_____	Interruptible Loan Withdrawal Charge	_____

**FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULE FSS**

This Umbrella Service Agreement, made and entered into this ____ day of _____, by and between _____ (herein called "Replacement Customer"), and STECKMAN RIDGE, LP, a Delaware limited partnership (herein called "Steckman Ridge"),

WITNESSETH:

WHEREAS,

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the Replacement Customer and Steckman Ridge 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 Steckman Ridge's approved bidder list for capacity releases and execute this Umbrella Service Agreement pursuant to Section 5 of Steckman Ridge'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 Schedule FSS pursuant to the procedure set forth in Section 5 of Steckman Ridge's General Terms and Conditions. If at any time a bid submitted by Replacement Customer is accepted by Steckman Ridge with respect to a given capacity release, Steckman Ridge will promptly finalize by means of Steckman Ridge'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 Steckman Ridge 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 Steckman Ridge's Rate Schedule FSS, Steckman Ridge agrees to provide the released service for Replacement Customer, provided however, that Replacement Customer qualified under the financial evaluation and credit appraisal requirements set forth in Section 4 of Steckman Ridge's General Terms and Conditions at the time it submitted the bid Steckman Ridge accepted with respect to such release.

Replacement Customer hereby agrees to promptly provide any information necessary for Steckman Ridge to reevaluate Steckman Ridge's credit appraisal as contemplated by Section 4 of Steckman Ridge's General Terms and Conditions and to advise Steckman Ridge of any material change in the information previously provided by the Replacement Customer to Steckman Ridge.

**ARTICLE II
TERM OF AGREEMENT**

The term of this Umbrella Service 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 Steckman Ridge determines at anytime that Replacement Customer fails to meet the financial standards or credit criteria of Section 4 of the General Terms and Conditions, Steckman Ridge may terminate this agreement and all Addenda attached hereto prospectively in accordance with Section 4 of the General Terms and Conditions.

ARTICLE III RATE SCHEDULE

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 Schedule FSS, 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 Steckman Ridge 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. Steckman Ridge 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) Steckman Ridge: Steckman Ridge, LP
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 Commonwealth of Pennsylvania, 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 Umbrella Service Agreement, including a failure to pay, or to pay timely, by Replacement Customer under this Umbrella Service 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 Steckman Ridge, fails to timely pay Steckman Ridge, or otherwise breaches this Umbrella Service Agreement with Steckman Ridge: (a) both Replacement Customer and Releasing Customer (except to the extent otherwise provided in Section 5 of the General Terms and Conditions and except with respect to penalties attributable to Replacement Customer's conduct) shall be liable to Steckman Ridge for such failure to pay or breach (it being understood that nothing in this Article VI relieves Releasing Customer from responsibility to pay Steckman Ridge in accordance with its Service Agreements with Steckman Ridge) and (b) if, as a result of such breach by Replacement Customer, Releasing Customer is accordingly required to pay Steckman Ridge 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, as of the date first herein above written.

STECKMAN RIDGE, LP

By _____

ATTEST:

By _____

ATTEST:

**FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULE FSS**

Deal No.: _____
Steckman Ridge 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
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

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 Obligation (MDRO): _____ (Dth)

Maximum Daily Delivery Obligation (MDDO): _____ (Dth)

**FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULE FSS**

Addendum No. ____ (Continued)
Capacity Release
Rate Schedule ____

Specific Firm Point(s) of Receipt:

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

Specific Firm Point(s) of Delivery:

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

Is this capacity subject to right of recall? Yes ____ No ____

Recall Conditions (if applicable):

Are there any restrictions on released capacity? Yes ____ No ____

Restrictions (if applicable):

Was Steckman Ridge's default bid evaluation criteria used? Yes ____ No ____

Evaluation Criteria (if applicable):

Were contingent bids accepted? Yes ____ No ____

Contingency comments (if applicable):

**FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULE FSS**

Addendum No.____ (Continued)
Capacity Release
Rate Schedule ____

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

This Addendum, entered into, pursuant to Steckman Ridge's capacity release program and to the executed Capacity Release Umbrella Agreement between Steckman Ridge 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 STECKMAN RIDGE, LP (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 the General Terms and Conditions, as well as the provisions of any rate schedule and Service Agreement, of the FERC Gas Tariff 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, 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 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, with 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, 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 tariff.]

ARTICLE IV
INTERPRETATION

The interpretation and performance of this LINK® System Agreement shall be in accordance with the laws of the Commonwealth of Pennsylvania 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 Agreement(s) 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.

STECKMAN RIDGE, LP

by its General Partner
Spectra Energy Transmission Services, LLC

By: _____

Title: _____

Signature

LINK® System Subscriber

By: _____

Title: _____

Signature

INDEX OF FIRM CUSTOMERS

In accordance with Section 284.13(c) of the Commission's Regulations, Steckman Ridge maintains an index of firm customers on its Internet Web site in a downloadable format.

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