

FERC GAS TARIFF

Original Volume No. 1

of

STAGECOACH PIPELINE & STORAGE COMPANY LLC

Filed With The

Federal Energy Regulatory Commission

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FERC GAS TARIFF  
ORIGINAL VOLUME NO. 1  
OF  
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## 2.0 PRELIMINARY STATEMENT

Stagecoach Pipeline & Storage Company LLC ("Stagecoach"), a New York limited liability company, owns and operates a natural gas storage facility and related compression equipment and pipelines, collectively known as the Stagecoach Storage Project, located in Tioga County, New York and Bradford, Sullivan and Lycoming Counties, Pennsylvania. The Stagecoach Storage Project receives, injects, stores, withdraws, delivers and transports natural gas transported in interstate commerce or produced in the vicinity of Stagecoach's facilities, and is accordingly a "natural-gas company" subject to the jurisdiction of the Federal Energy Regulatory Commission under the Natural Gas Act of 1938, as amended, 15 U.S.C. §§ 717-717w.

The Stagecoach Storage Project also includes the North and South Laterals, which Stagecoach uses to provide bundled storage, transportation and wheeling services. The North Lateral begins at the Stagecoach Storage facility and extends north to an interconnection with Millennium Pipeline Company, L.L.C. The South Lateral begins at the Stagecoach Storage facility and extends south to an interconnection with Tennessee Gas Pipeline Company, L.L.C. In addition to the Stagecoach Storage Project, Stagecoach owns and operates the MARC I Facilities which extend from the southern terminus of Stagecoach's South Lateral 39 miles to an interconnection with Transcontinental Gas Pipe Line Company, LLC.

This FERC Gas Tariff contains the Rates and Charges, Rate Schedules, Forms of Service Agreements and the General Terms and Conditions applicable to services performed by Stagecoach pursuant to the Rate Schedules set forth in this FERC Gas Tariff.

### 3.0 MAP OF SYSTEM

A map of Stagecoach Pipeline & Storage Company LLC's system is available at

<http://pipeline2.kindermorgan.com/default.aspx?code=STAG>

Use the menu on the left of the Informational Postings page to select Tariff, and then select the Map link to view the system map.

4.0 CURRENTLY EFFECTIVE RATES

FIRM STORAGE SERVICE (FSS) \*

	RATE	UNITS
Capacity Reservation Rate (Monthly)	Market Based/ Negotiable	\$/dth of MSQ
North Lateral Reservation Rate (Monthly)	Market Based/ Negotiable	\$/dth of NLMDQ
South Lateral Reservation Rate (Monthly)	Market Based/ Negotiable	\$/dth of SLMDQ
Injection Rate (Commodity)	Market Based/ Negotiable	\$/dth
Overrun Injection Rate (Commodity)	Market Based/ Negotiable	\$/dth
Withdrawal Rate (Commodity)	Market Based/ Negotiable	\$/dth
Overrun Withdrawal Rate (Commodity)	Market Based/ Negotiable	\$/dth
North Lateral Overrun Rate (Commodity)	Market Based/ Negotiable	\$/dth
South Lateral Overrun Rate (Commodity)	Market Based/ Negotiable	\$/dth
Base Gas Rate	Market Based/ Negotiable	\$/dth of MSQ

\* All quantities of natural gas are measured in Dekatherms (dth)

INTERRUPTIBLE STORAGE SERVICE (ISS) \*

	RATE	UNITS
Interruptible Storage Rate (Commodity)	Market Based/ Negotiable	\$/dth-per day
North Lateral Charge (Commodity)	Market Based/ Negotiable	\$/dth
South Lateral Charge (Commodity)	Market Based/ Negotiable	\$/dth

FIRM WHEELING SERVICE (FWS) \*

	RATE	UNITS
Monthly Firm Wheeling Reservation Rate	Negotiable	\$/dth of MDFWQ
Recourse (Min./Max.)	\$0.00/\$2.8635	\$/dth of MDFWQ
Firm Wheeling Commodity Rate		
Recourse (Min./Max.)	Negotiable \$0.0016/\$0.0016	\$/dth \$/dth
Firm Wheeling Overrun Commodity Rate		
Recourse (Min./Max.)	Negotiable \$0.0017/\$0.0957	\$/dth \$/dth

INTERRUPTIBLE WHEELING SERVICE (IWS) \*

	RATE	UNITS
Interruptible Wheeling Rate (Commodity)	Market Based/ Negotiable	\$/dth
Interruptible Wheeling Overrun Rate (Commodity)	Market Based/ Negotiable	\$/dth



INTERRUPTIBLE PARK AND LOAN SERVICE (PAL) \*

	RATE	UNITS
PAL Term Service (Reservation)	Market Based/ Negotiable	\$/dth of PAL MAQ
PAL Daily Service (Commodity)	Market Based/ Negotiable	\$/dth
PAL Overrun Rate (Commodity)	Market Based/ Negotiable	\$/dth
Injection Rate (Commodity)	Market Based/ Negotiable	\$/dth
Overrun Injection Rate (Commodity)	Market Based/ Negotiable	\$/dth
Withdrawal Rate (Commodity)	Market Based/ Negotiable	\$/dth
Overrun Withdrawal Rate (Commodity)	Market Based/ Negotiable	\$/dth

\* All quantities of natural gas are measured in Dekatherms (dth)

MARC I FIRM TRANSPORTATION SERVICE (MARC I FTS) *		
	RATE	UNITS
Monthly MARC I Firm Transportation Reservation Rate		
	Negotiable	\$/dth of MDFTQ
Recourse (Min./Max)	\$0.00/\$3.5495	\$/dth of MDFTQ
MARC I Firm Transportation Commodity Rate		
	Negotiable	\$/dth
Recourse (Min./Max)	\$0.0001/\$0.0029	\$/dth
MARC I Firm Transportation Overrun Commodity Rate		
	Negotiable	\$/dth
Recourse (Min./Max)	\$0.0001/\$0.1196	\$/dth
MARC I INTERRUPTIBLE TRANSPORTATION SERVICE (MARC I ITS) *		
	RATE	UNITS
MARC I Interruptible Transportation Commodity Rate		
	Negotiable	\$/dth
Recourse (Min./Max)	\$0.0001/\$0.1196	\$/dth
MARC I Interruptible Transportation Overrun Commodity Rate		
	Negotiable	\$/dth
Recourse (Min./Max)	\$0.0001/\$0.1196	\$/dth

\* All quantities of natural gas are measured in Dekatherms (dth)

FIRM TRANSPORTATION SERVICE (FTS-2)

	RATE (Min./Max)	UNITS
Monthly FTS-2 Reservation Rate		
MARC I Facilities (only)	\$0.00/\$3.5495	\$/dth of MDFTQ
North/South Laterals (only)	\$0.00/\$2.8635	\$/dth of MDFTQ
MARC I & N/S Laterals	\$0.00/\$6.4130	\$/dth of MDFTQ
FTS-2 Commodity Rate		
MARC I Facilities (only)	\$0.0001/\$0.0029	\$/dth
North/South Laterals (only)	\$0.0016/\$0.0016	\$/dth
MARC I & N/S Laterals	\$0.0017/\$0.0045	\$/dth
FTS-2 Overrun Commodity Rate		
MARC I Facilities (only)	\$0.0001/\$0.1196	\$/dth
North/South Laterals (only)	\$0.0017/\$0.0957	\$/dth
MARC I & N/S Laterals	\$0.0018/\$0.2153	\$/dth

INTERRUPTIBLE TRANSPORTATION SERVICE (ITS-2)

	RATE (Min./Max)	UNITS
ITS-2 Commodity Rate		
MARC I Facilities (only)	\$0.0001/\$0.1196	\$/dth
North/South Laterals (only)	\$0.0016/\$0.0957	\$/dth
MARC I & N/S Laterals	\$0.0017/\$0.2153	\$/dth
ITS-2 Overrun Commodity Rate		
MARC I Facilities (only)	\$0.0001/\$0.1196	\$/dth
North/South Laterals (only)	\$0.0017/\$0.0957	\$/dth
MARC I & N/S Laterals	\$0.0018/\$0.2153	\$/dth

ELECTRIC POWER AND USE/LOSS - RATE SCHEDULE FSS

	RATE	UNITS
Seller's Injection or Wheeling Use	See Below	\$/dth and %

Seller will bill Customer each Month for Seller's Injection or Seller's Wheeling Use (i) for electric power used in Seller's operations at the rate of \$0.05 per Dekatherm of the gas scheduled for injection or wheeling on Customer's behalf during the preceding Month, and (ii) for Gas lost or unaccounted for in Seller's operations at the rate of one quarter of one percent (0.25%) of the Gas scheduled for injection or wheeling on Customer's behalf in the preceding Month.

ELECTRIC POWER AND USE/LOSS - RATE SCHEDULES ISS, IWS AND PALS

	RATE	UNITS
Seller's Injection or Wheeling Use	Market Based/ Negotiable	\$/dth and %

Seller will bill Customer each Month for Seller's Injection Use of the Gas scheduled for injection or wheeling on Customer's behalf in the preceding Month.

POWER AND USE/LOSS, NORTH/SOUTH LATERALS - FWS, FTS-2 and ITS-2 (as applicable)

	<u>RATE</u>	<u>UNITS</u>
Seller's Transportation Use	See Below	\$/dth and %
Seller's Wheeling Use	See Below	\$/dth and %

Seller will bill Customer each Month for Seller's Transportation or Wheeling Use:

(i) for electric power used in Seller's operations under Rate Schedule FTS-2, FWS or ITS-2 at a rate of \$0.0438/dth of Gas scheduled for firm Transportation or Wheeling Service during the preceding Month; plus

(ii) for Gas lost or unaccounted for in Seller's operations under Rate Schedule FTS-2, FWS or ITS-2 at a rate of one-tenth of one percent (0.10%) of the Gas scheduled for firm Transportation or Wheeling Service on Customer's behalf during the preceding Month.

POWER AND USE/LOSS - INTERMEDIATE POINTS TO/FROM STAGECOACH HUB

There will be no Seller's Transportation or Wheeling Use assessed on transportation or wheeling from a point on the South Lateral (other than the TGP Interconnect) or a North Lateral (other than the Millennium Interconnect) to a paper point on the Stagecoach Storage Facility (the "Stagecoach Hub"). Customers nominating Gas from the Stagecoach Hub will be assessed a Seller's Injection Use for Gas scheduled for Injection or the applicable Seller's Transportation or Wheeling Use for Gas scheduled for transportation or wheeling to the TGP Interconnect or the Millennium Interconnect.

POWER AND USE/LOSS, MARC I FACILITIES - MARC I FTS and FTS-2 (as applicable)

	<u>RATE</u>	<u>UNITS</u>
Seller's Transportation Use	See Below	\$/dth and %

Seller will bill Customer each Month for Seller's Transportation Use:

(i) for electric power used in Seller's operations under Rate Schedule MARC I FTS or FTS-2 at a rate of \$0.0260/dth of Gas scheduled for firm Transportation Service on Customer's behalf during the preceding Month; plus

(ii) for Gas used in Seller's operations under Rate Schedule MARC I FTS or FTS-2 at a rate of thirty-two hundredths of one percent (0.32%) of Gas scheduled for firm Transportation Service on Customer's behalf during the preceding Month; plus

(iii) for Gas lost or unaccounted for in Seller's operations under Rate Schedule MARC I FTS or FTS-2 at a rate of one-tenth of one percent (0.10%) of the Gas scheduled for firm Transportation Service on Customer's behalf during the preceding Month.

POWER AND USE/LOSS, MARC I FACILITIES - MARC I ITS and ITS-2 (as applicable)

	<u>RATE</u>	<u>UNITS</u>
Seller's Transportation Use	See Below	\$/dth and %

Seller will bill Customer each Month for Seller's Transportation Use:

(i) for electric power used in Seller's operations under Rate Schedules MARC I ITS or ITS-2 at the rate of \$0.0260/dth of Gas scheduled for interruptible Transportation Service on Customer's behalf during the preceding Month,

(ii) for Gas used in Seller's operations under Rate Schedules MARC I ITS or ITS-2 at a rate of thirty-two hundredths of one percent (0.32%) of Gas scheduled for interruptible Transportation Service on Customer's behalf during the preceding Month; plus

(iii) for Gas lost or unaccounted for in Seller's operations under Rate Schedules MARC I ITS or ITS-2 at the rate of one-tenth of one percent (0.10%) of the Gas scheduled for interruptible Transportation Service on Customer's behalf during the preceding Month.

POWER AND USE/LOSS - INTERMEDIATE POINTS TO/FROM MARC I HUB

There will be no Seller's Transportation Use assessed on transportation from a MARC I Receipt Point to the paper pooling point on the MARC I Facilities (the "MARC I Hub"). Customers nominating Gas from the MARC I Hub will be assessed a Seller's Transportation Use for Gas scheduled for transportation to the South Lateral, to the TGP Interconnect or to the Transco Interconnect.

NEGOTIATED RATE SERVICE AGREEMENTS

<u>Customer</u>	<u>Contract No.</u>	<u>Type of Service</u>	<u>Contract Date</u>	<u>Tariff Section</u>
Equinor Natural Gas LLC	SP375581	MARC I FTS	December 1, 2022	9.1
Chesapeake Energy Marketing LLC	SP3756566	MARC I FTS	December 1, 2022	9.2
Chesapeake Energy Marketing LLC	SP377545	FTS-2	December 1, 2022	9.3
Equinor Natural Gas LLC	SP386894	MARC I FTS	July 1, 2023	9.4
Chesapeake Energy Marketing, L.L.C.	SP387235	FTS-2	April 1, 2024	9.5
Chesapeake Energy Marketing, L.L.C.	SP387236	FTS-2	April 1, 2024	9.6
Chesapeake Energy Marketing, L.L.C.	SP387233	FTS-2	April 1, 2024	9.7
Morgan Stanley Capital Group Inc.	FTS-MSCG-005	FTS-2	January 1, 2024	9.8
Reserved	Reserved	Reserved	Reserved	9.9
National Fuel Gas Distribution Corporation	FT2-NFG-0001	FTS-2	November 1, 2023	9.10
Castleton Commodities Merchant Trading L.P.	390928-FT2SPSC	FTS-2	January 1, 2024	9.11
Chesapeake Energy Marketing, L.L.C.	SP391018	FTS-2	April 1, 2024	9.12
Reserved	Reserved	Reserved	Reserved	9.13
Reserved	Reserved	Reserved	Reserved	9.14
Equinor Natural Gas LLC	SP400291	FTS-2	April 1, 2025	9.15
Equinor Natural Gas LLC	SP400292	FTS-2	April 1, 2025	9.16
KM Gas Marketing LLC	SP385032	MARC I FTS-2	April 1, 2023	9.17
Consolidated Edison Co of New York Inc	395627-FWSSPSC	FWS	August 1, 2024	9.18
Equinor Natural Gas LLC	SP396468	FTS-2	September 1, 2024	9.19
Equinor Natural Gas LLC	SP396469	FTS-2	September 1, 2024	9.20

Unless approved by the Commission and identified as a Non-Conforming Service Agreement in this Tariff, Negotiated rate service agreements entered into by Stagecoach do not deviate in any material aspect from the form of service agreement in this Tariff.

NON-CONFORMING SERVICE AGREEMENTS

<u>Customer</u>	<u>Contract No.</u>	<u>Type of Service</u>	<u>Contract Date</u>	<u>Tariff Section</u>
Central Hudson Gas and Electric Corp.	CHUB_SC000356FWS	FWS	10/1/2011	8.2
EQT Energy, LLC	FTS-EQT-0001	FTS	12/27/2011 Amended 7/1/2017 9/1/2021	8.7
Chesapeake Energy Marketing LLC	FTS-CHK-0004	FTS	1/01/2021	8.8
MMGS Inc.	FTS-MIT-0005	FTS	12/30/2011 Amended 10/17/2012	8.9
Statoil Natural Gas LLC	FTS-STA-0003	FTS	12/29/2011 Amended 10/19/2012	8.10

\* All quantities of natural gas are measured in Dekatherms (dth).



4.1 ACA UNIT CHARGE

	RATE	UNITS
ACA Unit Charge	**	\$/dth

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

5.0 RATE SCHEDULES

5.1	FSS RATE SCHEDULE -	FIRM STORAGE SERVICE
5.2	ISS RATE SCHEDULE -	INTERRUPTIBLE STORAGE SERVICE
5.3	IWS RATE SCHEDULE -	INTERRUPTIBLE WHEELING SERVICE
5.4	FWS RATE SCHEDULE -	FIRM WHEELING SERVICE
5.5	FTS RATE SCHEDULE -	FIRM TRANSPORTATION SERVICE
5.6	ITS RATE SCHEDULE -	INTERRUPTIBLE TRANSPORTATION SERVICE
5.7	FTS-2 RATE SCHEDULE -	FIRM TRANSPORTATION SERVICE
5.8	ITS-2 RATE SCHEDULE -	INTERRUPTIBLE TRANSPORTATION SERVICE
5.9	PAL RATE SCHEDULE -	INTERRUPTIBLE PARK AND LOAN SERVICE

5.1 FSS RATE SCHEDULE - FIRM STORAGE SERVICE

5.1.1 AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Customer") for the purchase of natural gas Storage Service from Stagecoach Pipeline & Storage Company LLC (hereinafter referred to as "Seller"), when:

- (a) Seller has determined that it has sufficient available and uncommitted storage capacity or capacity released in accordance with Section 5.1.7 of this Rate Schedule FSS to perform service requested by Customer (Seller is not required to provide any requested services for which it does not have such available capacity, or that would require Seller to construct or acquire new facilities); and
- (b) Customer and Seller have executed a Service Agreement under this Rate Schedule.

5.1.2 APPLICABILITY AND CHARACTER OF SERVICE

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

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

- (a) The receipt of Gas on behalf of Customer at the Point of Injection/Withdrawal at daily quantities up to the Maximum Daily Injection Quantity plus Seller's Injection Use;
- (b) The Storage of Gas in quantities not to exceed the Maximum Storage Quantity, except as provided for in Section 5.1.6 of this Rate Schedule; and
- (c) The Tender for redelivery by Seller to or for the account of Customer at the Point of Injection/Withdrawal at a quantity not to exceed Customer's Working Storage Gas at daily quantities up to the Maximum Daily Withdrawal Quantity reduced by Seller's Withdrawal Use.
- (d) The injection of Gas by Seller in excess of Customer's Maximum Daily Injection Quantity or the withdrawal of Gas by Seller in excess of Customer's Maximum Daily Withdrawal Quantity, in accordance with Section 5.1.6 of this Rate Schedule FSS, not to exceed Customer's Maximum Storage Quantity, to the extent that additional flexibility exists during the time covered by Customer's request and subject to the priorities of service in Section 6.4.3 of the General Terms and Conditions.

- (e) Storage Service under this Rate Schedule shall be firm up to the Maximum Storage Quantity, the Maximum Daily Injection Quantity and the Maximum Daily Withdrawal Quantity. The Maximum Storage Quantity, the Maximum Daily Injection Quantity and the Maximum Daily Withdrawal Quantity shall be specified in the executed Service Agreement. Notwithstanding the foregoing, Customer shall be permitted to inject or withdraw Gas on a commercially reasonable efforts basis, pursuant to Section 5.1.6 of this Rate Schedule FSS.
- (f) Base Gas. Customer may elect by giving Seller written notice no later than six (6) Months prior to the commencement of the Storage Contract Term to provide a volume of Gas for use by Seller as Base Gas equal to Customer's Base Gas Quantity. Customer's Base Gas Quantity shall be delivered hereunder at daily rates and times within the ability of Customer to Tender for delivery and the ability of Seller to receive and store. Customer and Seller shall use their commercially reasonable efforts to schedule the delivery of Customer's Base Gas Quantity at relatively uniform daily delivery rates prior to the commencement of the Storage Contract Term, with such variations as may be mutually agreed upon; provided however, all of Customer's Base Gas Quantity must have been Tendered for delivery by Customer not later than December 15<sup>th</sup> of the first year during the Storage Contract Term and Seller will use its commercially reasonable efforts to accept such Tendered Base Gas volumes on behalf of Customer. In the event Customer fails to Tender its Customer's Base Gas Quantity by December 15<sup>th</sup>, of the first Storage Contract Year, Customer's Working Storage Gas shall be reduced by a sufficient volume so that the volume of the reduction when added to the volume of Customer's Base Gas Quantity actually delivered will equal Customer's Base Gas Quantity, provided that if after such reduction, the volume of Customer's Base Gas Quantity delivered is less than Customer's Base Gas Quantity, Seller's obligation to receive or redeliver Customer's Working Storage Gas shall terminate until Customer has Tendered to Seller all of Customer's Base Gas Quantity.

Seller shall redeliver Customer's Base Gas Quantity during the eighteen month period, or such longer period if Customer is unable to accept Gas for redelivery, following the end of the term of Customer's Service Agreement at daily rates and times within the ability of Seller to Tender for delivery and Customer's ability to receive. In the event the Base Gas storage capacity is needed to satisfy the requirements of new or existing customers, Seller may retain any quantities of Customer's Base Gas Quantity, free and clear of any adverse claims, which Customer fails to withdraw within 30 days of written notice by Seller of Seller's need of the Base Gas storage capacity to meet other requirements. If Seller is unable to Tender for delivery Customer's properly nominated volumes on any Gas Day during the 30 day period, the 30 day period shall be extended by the number of days Seller is unable to tender the quantity of Gas nominated for redelivery. In addition, if Customer's Maximum Daily

Withdrawal Quantity is insufficient to allow total withdrawal of its Base Gas Quantity within the 30 day period, that period will be extended by the number of days necessary for Customer's Maximum Daily Withdrawal Quantity to achieve total withdrawal of the volumes. Customer may mortgage, pledge or assign its interest in Customer's Base Gas Quantity delivered hereunder and redelivery will be made in accordance with notification(s) reasonably satisfactory to Seller of any such mortgages, pledges or assignments by Customer and/or successors in interest to Customer, but in no event shall redelivery be made earlier than as specified hereinabove.

- (g) North Lateral Maximum Daily Quantity ("NLMDQ"). A Customer that selects the Millennium Interconnect or a North Lateral Intermediate Point as a Point of Injection/Withdrawal under its FSS Service Agreement shall designate a quantity, not to exceed its Maximum Daily Withdrawal Quantity, that shall represent firm capacity on the North Lateral that is a component of its FSS Service ("North Lateral Maximum Daily Quantity") for which Customer shall pay the North Lateral Reservation Rate. A Customer may add the Millennium Interconnect or a North Lateral Intermediate Point as a Point of Injection/Withdrawal and, in so doing, shall designate a North Lateral Maximum Daily Quantity, not to exceed its Maximum Daily Withdrawal Quantity, for which it shall pay the North Lateral Reservation Rate.
- (h) South Lateral Maximum Daily Quantity ("SLMDQ"). A Customer that selects the TGP Interconnect or a South Lateral Intermediate Point as a Point of Injection/Withdrawal under its FSS Service Agreement shall designate a quantity, not to exceed its Maximum Daily Withdrawal Quantity, that shall represent firm capacity on the South Lateral that is a component of its FSS Service ("South Lateral Maximum Daily Quantity") for which Customer shall pay the South Lateral Reservation Rate. A Customer may add the TGP Interconnect or a South Lateral Intermediate Point as a Point of Injection/Withdrawal and, in so doing, shall designate a South Lateral Maximum Daily Quantity, not to exceed its Maximum Daily Withdrawal Quantity, for which it shall pay the South Lateral Reservation Rate.

#### 5.1.3 GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Seller's FERC Gas Tariff are applicable to this Rate Schedule and are specifically incorporated herein by reference.

#### 5.1.4 RATES AND CHARGES

The amounts which shall be paid by Customer to Seller for each Month during the period of service hereunder shall include the sum of the charges due under the subsections of this Section 5.1.4 and charges under Section 5.1.5 that are applicable to Customer for such Month, computed by use of the applicable rates set forth in this Rate Schedule FSS and in the Customer's Service Agreement which are

effective during such Month or portions thereof. Customer's Service Agreement will reflect the negotiated rates and may or may not include each of the billing components set forth below.

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

(a) Unless otherwise agreed to by Seller and Customer the following Storage Charges will apply:

(1) Reservation Charges:

- (i) The Capacity Reservation Rate shall be paid each Month for each Dekatherm of Customer's Maximum Storage Quantity ("MSQ").
- (ii) The North Lateral Reservation Rate shall be paid each Month for each Dekatherm of Customer's North Lateral Maximum Daily Quantity ("NLMDQ").
- (iii) The South Lateral Reservation Rate shall be paid each Month for each Dekatherm of Customer's South Lateral Maximum Daily Quantity ("SLMDQ").

(2) Commodity Charge: The Injection/Withdrawal Rate shall be paid each Month for each Dekatherm of Gas which Customer delivers or causes to be delivered at the Point of Injection/Withdrawal during the Month.

(b) Overrun Service Charge: An Overrun Charge shall be paid for each Dekatherm of service provided on behalf of Customer pursuant to Section 5.1.6 of this Rate Schedule. As set forth in the Customer's Agreement, the Overrun Service Charge shall consist of the (i) Overrun Injection Rate for each Dekatherm of Gas the Customer delivers or causes to be delivered at the Point of Injection/Withdrawal in excess of the Customer's Maximum Daily Injection Quantity, (ii) Overrun Withdrawal Rate for each Dekatherm of Gas which is delivered to or for the account of the Customer in excess of the Customer's Maximum Daily Withdrawal Quantity, (iii) North Lateral Overrun Rate for each Dekatherm of Gas that is delivered for the account of Customer in excess of Customer's North Lateral Maximum Daily Quantity, and (iv) South Lateral Overrun Rate for each Dekatherm of Gas that is delivered for the account of Customer in excess of Customer's South Lateral Maximum Daily Quantity.

(c) Seller's Use Charge: Seller will bill Customer each Month for Seller's Injection Use as provided in Seller's Currently Effective Rates.

(d) Base Gas Charge:

- (1) Each Customer under Rate Schedule FSS who does not elect to furnish Base Gas shall pay the Base Gas Charge each Month for each Dekatherm of Customer's Maximum Storage Quantity;
- (2) Customer, however, shall have the option, exercisable from time to time by giving Seller at least 30 days prior notice after storage operations commence, to provide all or a portion of Customer's Base Gas Quantity, by means of purchase thereof in place from Seller;
- (3) The amount to be paid for Customer's Base Gas Quantity to be purchased in place from Seller shall be determined by multiplying Customer's Base Gas Quantity by the higher of (i) Seller's average net book cost per dth for injected Base Gas, or (ii) the first of the month price index for Dominion Transmission - Appalachia as published in *Inside FERC's Gas Market Report* for the month in which Seller receives such notice from Customer (or other mutually agreed upon publication in the event that Inside FERC discontinues publishing such quotes);
- (4) Customer shall pay Seller for purchase of the amount due for Customer's Base Gas Quantity within 30 days of the receipt of Seller's invoice therefore; and
- (5) Effective on the first Gas Day of the Month after payment of the amount invoiced for Customer's Base Gas Quantity, Seller shall cease charging the FSS Base Gas Charge to Customer, on the portion of Customer's Base Gas Quantity purchased by Customer.

5.1.5 ADDITIONAL CHARGES

- (a) Commission and Other Regulatory Fees: Customer shall reimburse Seller for all fees required by the Commission or any other regulatory body which are related to service provided under this Rate Schedule including, but not limited to, filing, reporting and application fees and the Commission's Annual Charge Adjustment ("ACA").
- (b) Other Charges: Customer shall pay any other charges applicable to service hereunder authorized by the Commission or any other successor agency having jurisdiction.

5.1.6 OVERRUN SERVICE

- (a) Customer may request Seller to inject quantities greater than Customer's Maximum Daily Injection Quantity. If Seller has injection and applicable South and/or North Lateral capacity available, Seller shall inject such quantities and Customer shall

pay Seller for such injections at the Overrun Injection Rate set forth in Customer's Agreement.

- (b) Customer may request Seller to withdraw quantities greater than Customer's Maximum Daily Withdrawal Quantity. If Seller has withdrawal and applicable South and/or North Lateral capacity available, Seller shall withdraw such quantities and Customer shall pay Seller for such withdrawals at the Overrun Withdrawal Rate set forth in Customer's Agreement.
- (c) Customer may request Seller to deliver quantities greater than Customer's North Lateral Maximum Daily Quantity. If Seller has North Lateral and applicable injection and/or withdrawal capacity available, Seller shall deliver such quantities and Customer shall pay Seller for such delivered quantities at the North Lateral Overrun Rate set forth in Customer's Agreement.
- (d) Customer may request Seller to deliver quantities greater than Customer's South Lateral Maximum Daily Quantity. If Seller has South Lateral and applicable injection and/or withdrawal capacity available, Seller shall deliver such quantities and Customer shall pay Seller for such delivered quantities at the South Lateral Overrun Rate set forth in Customer's Agreement.
- (e) Customer may not inject gas into storage pursuant to this rate schedule if the quantity of Customer's Gas in storage equals Customer's Maximum Storage Quantity.
- (f) Customer may not withdraw Gas from storage in excess of the quantity of Customer's Working Storage Gas that is actually in storage at any given time.
- (g) Seller shall have the right to interrupt all or part of the overrun quantity nominated as the operation of its storage facilities may require pursuant to Section 6.4 of the General Terms and Conditions of this FERC Gas Tariff in which event Seller shall notify Customer.

#### 5.1.7 CAPACITY RELEASE

Any Customer or Replacement Customer under Rate Schedule FSS shall be entitled to release all or a portion of its capacity to Seller for resale pursuant to Section 6.19 of the General Terms and Conditions of this FERC Gas Tariff. Additionally, Customer or Replacement Customer may release its capacity on a volumetric basis pursuant to Section 6.19 of the General Terms and Conditions of this FERC Gas Tariff.

Any Customer or Replacement Customer releasing capacity pursuant to Section 6.19 of the General Terms and Conditions of this FERC Gas Tariff will be designated as a Releasing Customer. Any person purchasing released capacity pursuant to Section 6.19 of the General Terms and Conditions of this FERC Gas Tariff shall be designated as a Replacement Customer. Any release of capacity by a Customer or



Replacement Customer shall be pursuant to Section 6.19 of the General Terms and Conditions of this FERC Gas Tariff.

5.1.8 GAS IN STORAGE AFTER TERMINATION OF AGREEMENT

If a Customer that has not renewed its FSS Service Agreement, or that has released storage capacity, fails to withdraw its Working Storage Gas by the date such FSS Agreement terminates or the capacity release becomes effective, then, at Seller's option, and upon forty-eight (48) hours' notice, Customer will be deemed to have agreed to the storage of such remaining Working Storage Gas under Rate Schedule ISS or at Seller's option, Seller may retain any remaining quantities of Working Storage Gas free and clear of any adverse claims; provided however, that Seller will notify Customer in writing prior to November 1 of the Storage Contract Term in which the term of its FSS Agreement will expire of the quantity of Working Storage Gas being held by Seller for Customer's account and the above options available to Seller in the event Customer fails to withdraw all of its Working Storage Gas by the end of said Storage Contract Term. In the event Seller is unable to withdraw Customer's properly nominated volumes, up to the Customer's Maximum Daily Withdrawal Quantity, on any Gas Day during the last year of the Storage Contract Term prior to the expiration of the Agreement, then the term of the Agreement shall be extended by the number of days Seller is unable to tender quantities of Gas for redelivery.

5.1.9 DEFINITIONS

- (a) The term "Maximum Daily Injection Quantity" ("MDIQ") shall mean the maximum quantity of Gas that Customer is entitled to inject on any Gas Day.
- (b) The term "Maximum Daily Withdrawal Quantity" ("MDWQ") shall mean the quantity calculated in accordance with the following illustrative table:

(A)	(B)
Number of Consecutive Days at Maximum Daily Withdrawal Quantity*	% of Maximum Storage Quantity (100 ÷ Column A)
10	10.00%
20	5.00%
30	3.33%
60	1.67%
100	1.00%

- \* Withdrawals in excess of the applicable number of consecutive days shall be considered Overrun Service pursuant to Section 5.1.6.

- (c) The term "Customer's Base Gas Quantity" shall mean the quantity of gas which the Customer supplies to Seller determined by multiplying Customer's Maximum Storage Quantity by Seller's actual Base Gas to Working Storage Gas capacity ratio.
- (d) The term "Storage Contract Term" shall mean the term of Customer's FSS Service Agreement.
- (e) The term "North Lateral Maximum Daily Quantity" ("NLMDQ") shall mean the maximum quantity of Gas Customer is entitled to deliver through the North Lateral on any Gas Day as a component of Customer's FSS Service as described in Section 5.1.2(g).
- (f) The term "South Lateral Maximum Daily Quantity" ("SLMDQ") shall mean the maximum quantity of Gas that Customer is entitled to deliver through the South Lateral on any Gas Day as a component of Customer's FSS Service as described in Section 5.1.2(h).

#### 5.1.10 RATCHETS

The quantity of Gas Customer may inject and withdraw pursuant to Customer's Firm Storage Service Agreement at any time shall be subject to the injection and withdrawal ratchet provisions specified below. Customer shall elect an injection and withdrawal ratchet option using Exhibit "B" of the Firm Storage Service Agreement.

<u>Injection Ratchet</u>	<u>Customer's Storage Inventory/MSQ</u>	<u>MDIQ Multiplier</u>
Option 1	0 - 100%	100%
Option 2	0 - 75%	100%
	Greater than 75% - 90%	60%
	Greater than 90%	40%
Option 3	0 - 70%	100%
	Greater than 70% - 95%	75%
	Greater than 95%	25%
<u>Withdrawal Ratchet</u>	<u>Customer's Storage Inventory/MSQ</u>	<u>MDWQ Multiplier</u>
Option 1	100% - 0%	100%
Option 2	100% - 40%	100%
	Less than 40% - 10%	40%
	Less than 10%	20%
Option 3	100% - 50%	100%
	Less than 50% - 15%	50%
	Less than 15%	25%
Option 4	100% - 60%	100%
	Less than 60% - 25%	50%
	Less than 25%	25%

Service under Customer's Firm Storage Service Agreement shall not be subject to any "cycling requirement" that would compel Customer to withdraw or inject Gas so as to achieve a prescribed maximum or minimum level of Storage Inventory as of a specified date.

5.2 ISS RATE SCHEDULE - INTERRUPTIBLE STORAGE SERVICE

5.2.1 AVAILABILITY

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

5.2.2 APPLICABILITY AND CHARACTER OF SERVICE

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

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

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

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

Seller may, if storage capacity is required by Customers having a higher priority, require Customer to withdraw quantities held in storage by Seller for or on behalf of Customer under Rate Schedule ISS within the lesser of thirty (30) days, or the number of days equal to the term of Customer's ISS Service Agreement, of the date notice is provided to Customer by Seller.

5.2.3 GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Seller's FERC Gas Tariff are applicable to this Rate Schedule and are specifically incorporated herein by reference.

5.2.4 RATES AND CHARGES

The amounts which shall be paid by Customer to Seller for each Month during the period of service hereunder shall include the sum of the amounts due under the subsections of this Section 5.2.4 and charges under Section 5.2.5 that are applicable to Customer for such Month, computed by use of the applicable rates set forth on in the Customer's ISS Service Agreement which are effective during such Month or portions thereof. Each total rate computed for a specific transaction shall be rounded to the nearest one tenth of a cent.

- (a) Interruptible Service Charge: An Interruptible Storage Charge shall be paid for each Day calculated as the Interruptible Storage Rate times the maximum volume in Dekatherms which is stored for or on behalf of Customer during the Day.
- (b) Seller's Use Charge: Seller will bill Customer each Month for Seller's Injection Use as provided in Seller's Currently Effective Rates.
- (c) North Lateral Charge: For service that uses the Millennium Interconnect as a Point of Injection/Withdrawal, the North Lateral Charge shall be paid for each Dekatherm of gas received by Seller at the Millennium Interconnect on behalf of Customer and for each Dekatherm of gas delivered by Seller at the Millennium Interconnect on behalf of Customer during any Month.
- (d) South Lateral Charge: For service that uses the TGP Interconnect as a Point of Injection/Withdrawal, the South Lateral Charge shall be paid for each Dekatherm of gas received by Seller at the TGP Interconnect on behalf of Customer and for each Dekatherm of gas delivered by Seller at the TGP Interconnect on behalf of Customer during any Month.
- (e) Overrun Service Charge: An overrun rate shall be paid for each Dekatherm of service provided on behalf of Customer pursuant to Section 5.2.6 of this Rate Schedule. As set forth in the Customer's Agreement, the Overrun Service Charge shall consist of the Interruptible Storage Rate for each Dekatherm which is stored for or on behalf of Customer during a Day greater than the Customer's Maximum Storage Quantity.

5.2.5 ADDITIONAL CHARGES

- (a) Commission and Other Regulatory Fees: Customer shall reimburse Seller for all fees required by the Commission or any other regulatory body which are related to service provided under this Rate Schedule including, but not limited to, filing, reporting and application fees and the Commission's Annual Charge Adjustment ("ACA").
- (b) Other Charges: Customer shall pay any other charges applicable to service hereunder authorized by the Commission or any successor agency having jurisdiction.

5.2.6 OVERRUN SERVICE

Customer may request Seller to provide Storage Service under this Rate Schedule for quantities of gas in excess of Customer's Maximum Storage Quantity. Service requested under this section must be nominated separately as "overrun" by Customer. Seller may provide such Overrun Service on an interruptible basis if, in Seller's judgment, it can provide the service without adverse effect on Seller's operations or on Seller's ability to meet higher priority obligations. Customer shall pay the Overrun Service Charge pursuant to Section 5.2.4(e) of this Rate Schedule ISS for such overrun service.

5.2.7 FAILURE TO WITHDRAW

If Customer fails to withdraw all Working Storage Gas quantities held in storage by Seller for or on behalf of Customer by the end of the applicable withdrawal period set forth in Section 5.2.2 above, or by the date the ISS Agreement terminates, then Seller may retain such remaining quantities of Working Storage Gas free and clear of any adverse claims, unless such failure to withdraw was due to Seller's inability to withdraw the quantities nominated by Customer, in which event such applicable withdrawal period shall be extended by the number of days Seller is unable to tender quantities of Gas for redelivery.

5.2.8 DEFINITIONS

- (a) The term "Maximum Daily Injection Quantity" ("MDIQ") shall mean the maximum quantity of Gas that Customer is entitled to inject on any Gas Day.
- (b) The term "Maximum Daily Withdrawal Quantity" ("MDWQ") shall mean the maximum quantity of Gas that Customer is entitled to withdraw on any Gas Day.
- (c) The term "North Lateral Charge" shall mean the charge described in Section 5.2.4(c) of this Rate Schedule.
- (d) The term "South Lateral Charge" shall mean the charge described in Section 5.2.4(d) of this Rate Schedule.

5.3 IWS RATE SCHEDULE - INTERRUPTIBLE WHEELING SERVICE

5.3.1 AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Customer") for the purchase of interruptible gas Wheeling Service from Stagecoach Pipeline & Storage Company LLC (hereinafter referred to as "Seller"), provided that:

- (a) Seller has determined that it has sufficient operational and interruptible wheeling, receipt and delivery capacity to perform service requested;
- (b) Seller has determined that service requested by Customer will not interfere with the efficient operation of its system or with higher priority services;
- (c) Customer and Seller have executed a Service Agreement under this Rate Schedule; and
- (d) Customer accepts responsibility for arranging any upstream and downstream transportation service required for utilization of the Wheeling Service under this Rate Schedule.

Service under this Rate Schedule is not available on Seller's MARC I Facilities. (See Rate Schedule MARC I ITS for Interruptible Transportation Service on Seller's MARC I Facilities.)

5.3.2 APPLICABILITY AND CHARACTER OF SERVICE

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

Seller shall, on an interruptible basis, receive for Customer at Point(s) of Receipt quantities up to the Customer's Maximum Daily Interruptible Wheeling Quantity, plus Seller's Wheeling Use as applicable, and shall transport and deliver at the Point(s) of Delivery Equivalent Quantities of gas up to Customer's Maximum Daily Interruptible Wheeling Quantity; provided, however, Seller shall not be obligated to receive, transport and/or deliver quantities of gas on any Day in excess of the quantity nominated and scheduled for that Day.

Wheeling Service rendered under this Rate Schedule shall be interruptible and shall be available only when there is sufficient available capacity not being used for higher priority services. Such interruptible service shall be offered in accordance with the provisions established in the General Terms and Conditions of this FERC Gas Tariff.

5.3.3 GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Seller's FERC Gas Tariff are applicable to this Rate Schedule and are specifically incorporated herein by reference.

#### 5.3.4 RATES AND CHARGES

The amounts which shall be paid by Customer to Seller for each Month during the period of service hereunder shall include the sum of the amounts due under the subsections of this Section 5.3.4 and charges under Section 5.3.5 that are applicable to Customer for such Month, computed by use of the applicable rates set forth in Customer's IWS Service Agreement which are effective during such Month or portions thereof. Each total rate computed for a specific transaction shall be rounded to the nearest on tenth of a cent.

- (a) **Interruptible Wheeling Charge:** An Interruptible Wheeling Charge shall be paid for each dth of Gas delivered, calculated as the Interruptible Wheeling Rate times the total dth wheeled on behalf of Customer any Day, as applicable.
- (b) **Seller's Wheeling Use Charge:** Seller will bill Customer each Month for Seller's Wheeling Use as provided in Seller's Currently Effective Rates unless modified and posted on Seller's Interactive Website.
- (c) **Overrun Service Charge:** The Interruptible Wheeling Overrun Charge shall be paid for each dth of service provided on behalf of Customer pursuant to Section 5.3.6 of this Rate Schedule. As set forth in the Customer's IWS Service Agreement, the Interruptible Wheeling Overrun Charge shall consist of the Interruptible Wheeling Overrun Rate for each dth which is wheeled for or on behalf of Customer during a Day greater than the Customer's Maximum Wheeling Quantity.

#### 5.3.5 ADDITIONAL CHARGES

**Commission and Other Regulatory Fees:** Customer shall reimburse Seller for all fees required by the Commission, any successor agency having jurisdiction or any other regulatory body which are related to service provided under this Rate Schedule including, but not limited to, filing, reporting and application fees and the Commission's Annual Charge Adjustment ("ACA").

#### 5.3.6 OVERRUN SERVICE

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



obligations. Customer shall pay the Overrun Service Charge pursuant to Section 5.3.4(c) of this Rate Schedule IWS for such overrun service.

5.3.7 DEFINITIONS

- (a) The term "Maximum Daily Interruptible Wheeling Quantity" ("MDIWQ") shall mean the maximum quantity of Gas, as specified in Exhibit A of the Service Agreement under this Rate Schedule, that Customer may nominate and that Seller shall transport from a Point of Receipt to a Point of Delivery each Day at constant hourly rates of flow over the course of such Day (excluding Seller's Wheeling Use). As determined by Seller in its sole and reasonable judgment, the maximum quantity may be wheeled at rates of flow which deviate from constant hourly rates over the course of such Day.
- (b) The term "North Lateral Intermediate Point" shall mean a Point of Receipt along the North Lateral between the Seller's Central Compressor Station in Tioga County, New York and the Millennium Interconnect.
- (c) The term "Point of Receipt" shall mean the outlet of Seller's Central Compressor Station at the Stagecoach Storage Facility or an interconnect between Seller's facilities and the facilities of a third-party transporter at which Seller receives Gas for Customer's account for Wheeling Service, including the Millennium Interconnect and the TGP Interconnect.
- (d) The term "Point of Delivery" shall mean the inlet of Seller's Central Compressor Station at the Stagecoach Storage Facility or an interconnect between Seller's facilities and the facilities of a third-party transporter at which Seller delivers gas that has been wheeled for Customer's Account, including the Millennium Interconnect and the TGP Interconnect.
- (e) The term "South Lateral Intermediate Point" shall mean a Point of Receipt along the South Lateral between the Seller's Central Compressor Station in Tioga County, New York and the TGP Interconnect.

5.4 FWS RATE SCHEDULE - FIRM WHEELING SERVICE

5.4.1 AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Customer") for the purchase of Firm Wheeling Service from Stagecoach Pipeline & Storage Company LLC (hereinafter referred to as "Seller"), when:

- (a) Seller has determined that it has sufficient available and uncommitted capacity or capacity released in accordance with Section 5.4.7 of this Rate Schedule FWS on the North Lateral and the South Lateral to perform service requested by Customer (Seller is not required to provide any requested services for which it does not have such available capacity, or that would require Seller to construct or acquire new facilities);
- (b) Seller has determined that service requested by Customer will not interfere with the efficient operation of Seller's system or with Seller's ability to provide contracted firm service;
- (c) Customer and Seller have executed a Service Agreement under this Rate Schedule.; and
- (d) Customer accepts responsibility for arranging any upstream and downstream transportation service required for utilization of the Wheeling Service under this Rate Schedule.

Service under this Rate Schedule is not available on Seller's MARC I Facilities. (See Rate Schedule MARC I FTS for Firm Transportation Service on Seller's MARC I Facilities.)

5.4.2 APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all firm Wheeling Service which is rendered by Seller for Customer pursuant to an executed Service Agreement under this Rate Schedule. Firm Wheeling Service under this Rate Schedule provides the Customer with flexible, bi-directional, primary firm capacity rights on both the North Lateral and the South Lateral without any requirement to allocate the Customer's Maximum Daily Firm Wheeling Quantity to designated primary receipt and primary delivery points.

- (a) Seller shall, on a firm basis, receive for the account of Customer at Point(s) of Receipt quantities of Gas up to the Customer's Maximum Daily Firm Wheeling Quantity plus Seller's Wheeling Use, as applicable, and Seller shall redeliver at the Point(s) of Delivery Equivalent Quantities of Gas.
- (b) Seller shall not be obligated to receive and/or redeliver quantities of Gas on any Day in excess of the quantity nominated and scheduled for that Day.

- (c) Seller may receive for the account of Customer quantities of gas in excess of Customer's Maximum Daily Firm Wheeling Quantity, in accordance with Section 5.4.6 of this Rate Schedule, to the extent that capacity exists during the time covered by Customer's request and subject to the priorities of service in Section 6.4.3 of the General Terms and Conditions.
- (d) Wheeling Service under this Rate Schedule shall be firm up to the respective Customer's Maximum Daily Firm Wheeling Quantity. The Maximum Daily Firm Wheeling Quantity shall be specified in the executed Service Agreement.
- (e) The Customer's Maximum Daily Firm Wheeling Quantity under this Rate Schedule may not be utilized in connection with service provided by Seller to Customer under any other Rate Schedule.
- (f) A Customer's North Lateral FSS Maximum Daily Quantity and South Lateral FSS Maximum Daily Quantity do not authorize the Customer to receive service under this Rate Schedule.
- (g) Firm Wheeling Service does not involve injection or withdrawal of the Gas from the Stagecoach Storage Facility.
- (h) Any nomination under this Rate Schedule for delivery to the paper point at the Stagecoach Hub must have an accompanying receipt nomination at the Stagecoach Hub for injection under a Service Agreement under the FSS or ISS Rate Schedule, or for wheeling from the Stagecoach Hub under a Service Agreement under this Rate Schedule or the IWS Rate Schedule.

#### 5.4.3 GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Seller's FERC Gas Tariff are applicable to this Rate Schedule and are specifically incorporated herein by reference.

#### 5.4.4 RATES AND CHARGES

The amounts which shall be paid by Customer to Seller for each Month during the period of service hereunder shall include the sum of the charges due under the subsections of this Section 5.4.4 and charges under Section 5.4.5 that are applicable to Customer for such Month, computed by use of the applicable rates set forth in this Rate Schedule and in the Customer's FWS Service Agreement which are effective during such Month or portions thereof. Customer's Service Agreement will reflect the negotiated rates, if applicable, and may or may not include each of the billing components set forth below.

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

- (a) Unless otherwise agreed to by Seller and Customer the following Charges will apply:
  - (1) Reservation Charges: The Firm Wheeling Reservation Rate shall be paid each Month for each Dekatherm of Customer's Maximum Daily Firm Wheeling Quantity.
  - (2) Commodity Charge: The Firm Wheeling Commodity Rate shall be paid each Month for each Dekatherm of Gas which Seller delivers under this Rate Schedule for the account of Customer at the Point(s) of Delivery during the Month.
- (b) Seller's Wheeling Use - Seller will bill Customer each Month for Seller's Wheeling Use as provided in Seller's Currently Effective Rates.
- (c) Firm Wheeling Overrun Charge: A Firm Wheeling Overrun Charge shall be paid for each Dekatherm of service provided on behalf of Customer pursuant to Section 5.4.6 of this Rate Schedule. The Firm Wheeling Overrun Charge shall consist of the Firm Wheeling Overrun Rate for each Dekatherm of Gas in excess of the Customer's Maximum Daily Firm Wheeling Quantity nominated by Customer and delivered by Seller for the account of Customer at the Delivery Point(s) under this Rate Schedule during any Day, plus Seller's Wheeling Use set forth in Section 5.4.4(b) of this Rate Schedule.

#### 5.4.5 ADDITIONAL CHARGES

Unless otherwise agreed to by Seller and Customer, the following Charges will apply:

- (a) Commission and Other Regulatory Fees: Customer shall reimburse Seller for all fees required by the Commission or any other regulatory body which are related to service provided under this Rate Schedule including, but not limited to, filing, reporting and application fees and the Commission's Annual Charge Adjustment ("ACA").
- (b) Other Charges: Customer shall pay any other charges applicable to service hereunder authorized by the Commission or any other successor agency having jurisdiction.

#### 5.4.6 OVERRUN SERVICE

- (a) Customer may request Seller to receive, transport and redeliver quantities of Gas greater than Customer's Maximum Daily Firm Wheeling Quantity. If Seller has South and North Lateral capacity available, Seller shall receive Gas for the account of Customer at the Receipt Point(s) in excess of Customer's Maximum Daily Firm Wheeling Quantity, and redeliver Equivalent Quantities at the Delivery Point(s). Customer shall pay the Firm Wheeling

Overrun Charge pursuant to Section 5.4.4(c) of this Rate Schedule for such overrun service.

- (b) Seller shall have the right pursuant to Section 6.4 of the General Terms and Conditions of this FERC Gas Tariff, to interrupt all or part of the overrun quantity nominated as the operation of Seller's facilities may require, in which event Seller shall notify Customer of such interruption.

#### 5.4.7 CAPACITY RELEASE

- (a) Any Customer or Replacement Customer under Rate Schedule FWS shall be entitled to release all or a portion of its capacity to Seller for resale pursuant to Section 6.19 of the General Terms and Conditions of this FERC Gas Tariff. Additionally, Customer or Replacement Customer may release its capacity on a volumetric basis pursuant to Section 6.19 of the General Terms and Conditions of this FERC Gas Tariff.
- (b) Any Customer or Replacement Customer releasing capacity pursuant to Section 6.19 of the General Terms and Conditions of this FERC Gas Tariff will be designated as a Releasing Customer. Any person purchasing released capacity pursuant to Section 6.19 of the General Terms and Conditions of this FERC Gas Tariff shall be designated as a Replacement Customer. Any release of capacity by a Customer or Replacement Customer shall be pursuant to Section 6.19 of the General Terms and Conditions of this FERC Gas Tariff.

#### 5.4.8 DEFINITIONS

- (a) The term "Maximum Daily Firm Wheeling Quantity" ("MDFWQ") shall mean the maximum quantity of Gas, as specified in Exhibit A of the Service Agreement under this Rate Schedule, that Customer may nominate and that Seller shall receive at Point(s) of Receipt and redeliver to Point(s) of Delivery each Day at constant hourly rates of flow over the course of such Day (excluding Seller's Wheeling Use). As determined by Seller in its sole and reasonable judgment, the MDFWQ may be wheeled at rates of flow which deviate from constant hourly rates over the course of such Day.
- (b) The term "Point of Receipt" shall mean an interconnect between Seller's facilities and the facilities of a third-party transporter at which Seller receives Gas for Customer's account for Firm Wheeling Service, including the Millennium Interconnect, the TGP Interconnect, the Stagecoach Storage Facility Central Compressor Station in Tioga County, New York, any North Lateral Intermediate Point, and any South Lateral Intermediate Point.
- (c) The term "North Lateral Intermediate Point" shall mean a Point of Receipt along the North Lateral between the Seller's Central Compressor Station in Tioga County, New York and the Millennium Interconnect.

- (d) The term "South Lateral Intermediate Point" shall mean a Point of Receipt along the South Lateral between the Seller's Central Compressor Station in Tioga County, New York and the TGP Interconnect.
- (e) The term "Point of Delivery" shall mean an interconnect between Seller's facilities and the facilities of a third-party transporter at which Seller redelivers Gas that has been wheeled for Customer's Account, including the Millennium Interconnect, the TGP Interconnect, and the Stagecoach Storage Facility Central Compressor Station in Tioga County, New York.
- (f) The term "North Lateral Maximum Daily Quantity" ("NLMDQ") shall mean the maximum quantity of Gas that Customer is entitled to deliver through the North Lateral on any Gas Day as a component of Customer's FSS Service as described in Section 5.4.2(g) of Rate Schedule FSS.
- (g) The term "South Lateral Maximum Daily Quantity" ("NLMDQ") shall mean the maximum quantity of Gas that Customer is entitled to deliver through the South Lateral on any Gas Day as a component of Customer's FSS Service as described in Section 5.4.2(h) of Rate Schedule FSS.

5.4.9 RESERVED FOR FUTURE USE

5.4.10 METER ALLOCATIONS FOR NORTH AND SOUTH LATERAL INTERMEDIATE POINTS

- (a) This Section specifies the procedures for allocating any differences between (i) the aggregate of all Customers' scheduled quantities for daily delivery and actual deliveries, and (ii) the aggregate of all Customers' scheduled quantities for daily receipts and actual receipts ("Difference(s)") at Intermediate Points on the North and South Laterals at which gas is being delivered to or for the account of multiple Customers or received by Seller for the account of multiple Customers. Unless otherwise agreed to between Seller and the confirming party or point operator, physically measured quantities shall be allocated pro rata based on scheduled daily quantities and shall be made using dekatherm units.
- (b) Seller will enter into an Operational Balancing Agreement ("OBA") and/or a Predetermined Allocation Agreement ("PDA") with any creditworthy point operator, covering one or more receipt and/or delivery points located in the same operational segment of Seller's system, under mutually agreeable terms and conditions, provided that Seller does not provide a balancing service and shall not be required to provide a balancing service under any OBA or PDA entered into under this Section. For purposes of this Section, the North Lateral, the South Lateral, and the Stagecoach Storage Facility Central Compressor Station are separate operational segments of Seller's system.

5.4.11 RESERVED FOR FUTURE USE

5.4.12 SEGMENTATION

- (a) Notwithstanding anything to the contrary in this Rate Schedule or the General Terms and Conditions of this FERC Gas Tariff, Customers under this Rate Schedule shall have the right to segment their firm wheeling service capacity, to the extent operationally feasible, consistent with the rules and regulations of the Commission and the scheduling priorities set forth in Section 6.4.3(a) of the General Terms and Conditions of this FERC Gas Tariff as supplemented by the scheduling priorities set forth in Section 5.4.12(b) of this Rate Schedule.
- (b) This Section applies scheduling of service under this Rate Schedule and is a supplement to the scheduling priorities set forth in Section 6.4.3 of the General Terms and Conditions of this FERC Gas Tariff.
  - (1) The aggregate primary firm receipt point nominations and the aggregate primary firm delivery point nominations of a Customer under any path, including any segmented path, may not exceed the Customer's MDFWQ.
  - (2) Subject to the limitation of paragraph (a), Customer shall have "primary point capacity" for each receipt point and each delivery point in a path, including each segmented path, up to the Customer's MDFWQ. Notwithstanding the preceding sentence, where segmented paths overlap only at a receipt point, or only at a delivery point at the Stagecoach Storage Facility Central Compressor Station, the primary point capacity for such overlapped point shall be determined separately for each such overlapping path and the aggregate primary point capacity of such overlapped point for both paths may exceed Customer's MDFWQ as long as the primary point capacity for such overlapped point under each path does not exceed the Customer's MDFWQ.
  - (3) Where the quantity nominated by a Customer between any receipt point and any delivery point in a path exceeds the Customer's MDFWQ, the quantity nominated in excess of the Customer's MDFWQ on the pipeline segment involved shall be scheduled as Overrun Gas.

5.4.13 RESERVED FOR FUTURE USE

5.5 MARC I FTS RATE SCHEDULE - FIRM TRANSPORTATION SERVICE

RATE SCHEDULE MARC I FTS  
MARC I FIRM TRANSPORTATION SERVICE

5.5.1 AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Customer") for the purchase of Firm Transportation Service from Stagecoach Pipeline & Storage Company LLC (hereinafter referred to as "Seller"), on Seller's MARC I Facilities when:

- (a) Seller has determined that it has sufficient available and uncommitted capacity or capacity released in accordance with Section 5.5.7 of this Rate Schedule MARC I FTS on Seller's MARC I Facilities to perform service requested by Customer (Seller is not required to provide any requested services for which it does not have such available capacity, or that would require Seller to construct or acquire new facilities);
- (b) Seller has determined that service requested by Customer will not interfere with the efficient operation of Seller's system or with Seller's ability to provide contracted firm service;
- (c) Customer and Seller have executed a Service Agreement under this Rate Schedule.; and
- (d) Customer accepts responsibility for arranging any upstream and downstream transportation service required for utilization of the Transportation Service under this Rate Schedule.

5.5.2 APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all firm Transportation Service which is rendered by Seller for Customer pursuant to an executed Service Agreement under this Rate Schedule. Firm Transportation Service under this Rate Schedule provides the Customer with flexible, bi-directional, primary firm capacity rights on Seller's MARC I Facilities. Customers are not required to allocate the Customer's Maximum Daily Firm Transportation Quantity to designated primary receipt and primary delivery points.

- (a) Seller shall, on a firm basis, receive for the account of Customer at Point(s) of Receipt quantities of Gas up to the Customer's Maximum Daily Firm Transportation Quantity plus Seller's Transportation Use, as applicable, and Seller shall redeliver at the Point(s) of Delivery Equivalent Quantities of Gas.
- (b) Seller shall not be obligated to receive and/or redeliver quantities of Gas on any Day in excess of the quantity nominated and scheduled for that Day.



- (c) Seller may receive for the account of Customer quantities of gas in excess of Customer's Maximum Daily Firm Transportation Quantity, in accordance with Section 5.5.6 of this Rate Schedule, to the extent that capacity exists on Seller's MARC I Facilities during the time covered by Customer's request and subject to the priorities of service in Section 6.4.3 of the General Terms and Conditions.
- (d) Firm Transportation Service under this Rate Schedule shall be firm up to the respective Customer's Maximum Daily Firm Transportation Quantity. The Maximum Daily Firm Transportation Quantity shall be specified in the executed Service Agreement.
- (e) The Customer's Maximum Daily Firm Transportation Quantity under this Rate Schedule may not be utilized in connection with service provided by Seller to Customer under any other Rate Schedule.
- (f) Firm Transportation Service under this Rate Schedule does not involve wheeling service on Seller's North or South Lateral, or injection or withdrawal of the Gas from the Stagecoach Storage Facility.
- (g) Any nomination under this Rate Schedule for delivery to the paper pooling point on the MARC I Facilities must have an accompanying receipt nomination at the MARC I pooling point for transportation to a Point of Delivery under a Service Agreement under this Rate Schedule or the MARC I ITS Rate Schedule.

#### 5.5.3 GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Seller's FERC Gas Tariff are applicable to this Rate Schedule and are specifically incorporated herein by reference.

#### 5.5.4 RATES AND CHARGES

The amounts which shall be paid by Customer to Seller for each Month during the period of service hereunder shall include the sum of the charges due under the subsections of this Section 5.5.4 and charges under Section 5.5.5 that are applicable to Customer for such Month, computed by use of the applicable rates set forth in this Rate Schedule and in the Customer's MARC I FTS Service Agreement which are effective during such Month or portions thereof.

Customer's Service Agreement will reflect the negotiated rates, if applicable, and may or may not include each of the billing components set forth below.

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

- (a) Unless otherwise agreed to by Seller and Customer the following Charges will apply:
  - (1) Reservation Charges: The MARC I Firm Transportation Reservation Rate shall be paid each Month for each Dekatherm of Customer's Maximum Daily Firm Transportation Quantity.
  - (2) Commodity Charge: The MARC I Firm Transportation Commodity Rate shall be paid each Month for each Dekatherm of Gas which Seller delivers under this Rate Schedule for the account of Customer at the Point(s) of Delivery during the Month.
- (b) Seller's Transportation Use - Seller will bill Customer each Month for Seller's Transportation Use as provided in Seller's Currently Effective Rates.
- (c) MARC I Firm Transportation Overrun Charge: A MARC I Firm Transportation Overrun Charge shall be paid for each Dekatherm of service provided on behalf of Customer pursuant to Section 5.5.6 of this Rate Schedule. The MARC I Firm Transportation Overrun Charge shall consist of the MARC I Firm Transportation Overrun Rate for each Dekatherm of Gas in excess of the Customer's Maximum Daily Firm Transportation Quantity nominated by Customer and delivered by Seller for the account of Customer at the Delivery Point(s) under this Rate Schedule during any Day, plus Seller's Transportation Use set forth in Section 5.5.4(b) of this Rate Schedule.

#### 5.5.5 ADDITIONAL CHARGES

Unless otherwise agreed to by Seller and Customer, the following Charges will apply:

- (a) Commission and Other Regulatory Fees: Customer shall reimburse Seller for all fees required by the Commission or any other regulatory body which are related to service provided under this Rate Schedule including, but not limited to, filing, reporting and application fees and the Commission's Annual Charge Adjustment ("ACA").
- (b) Other Charges: Customer shall pay any other charges applicable to service hereunder authorized by the Commission or any other successor agency having jurisdiction.

#### 5.5.6 OVERRUN SERVICE

- (a) Customer may request Seller to receive, transport and redeliver quantities of Gas greater than Customer's Maximum Daily Firm Transportation Quantity. If Seller has capacity available on Seller's MARC I Facilities, Seller shall receive Gas for the account of Customer at the Receipt Point(s) in excess of

Customer's Maximum Daily Firm Transportation Quantity, and redeliver Equivalent Quantities at the Delivery Point(s).

Customer shall pay the MARC I Firm Transportation Overrun Charge pursuant to Section 5.5.4(c) of this Rate Schedule for such overrun service.

- (b) Seller shall have the right pursuant to Section 6.4 of the General Terms and Conditions of this FERC Gas Tariff, to interrupt all or part of the overrun quantity nominated as the operation of Seller's facilities may require, in which event Seller shall notify Customer of such interruption.

#### 5.5.7 CAPACITY RELEASE

- (a) Any Customer or Replacement Customer under Rate Schedule MARC I FTS shall be entitled to release all or a portion of its capacity on Seller's MARC I Facilities to Seller for resale pursuant to Section 6.19 of the General Terms and Conditions of this FERC Gas Tariff. Additionally, Customer or Replacement Customer may release its capacity on Seller's MARC I Facilities on a volumetric basis pursuant to Section 6.19 of the General Terms and Conditions of this FERC Gas Tariff.
- (b) Any Customer or Replacement Customer releasing capacity pursuant to Section 6.19 of the General Terms and Conditions of this FERC Gas Tariff will be designated as a Releasing Customer. Any person purchasing released capacity pursuant to Section 6.19 of the General Terms and Conditions of this FERC Gas Tariff shall be designated as a Replacement Customer. Any release of capacity by a Customer or Replacement Customer shall be pursuant to Section 6.19 of the General Terms and Conditions of this FERC Gas Tariff.

#### 5.5.8 DEFINITIONS

- (a) The term "Maximum Daily Firm Transportation Quantity" ("MDFTQ") shall mean the maximum quantity of Gas, as specified in Exhibit A of the Service Agreement under this Rate Schedule, that Customer may nominate and that Seller shall receive at Point(s) of Receipt and redeliver to Point(s) of Delivery each Day at constant hourly rates of flow over the course of such Day (excluding Seller's Transportation Use). As determined by Seller in its sole and reasonable judgment, the MDFTQ may be transported at rates of flow which deviate from constant hourly rates over the course of such Day.
- (b) The term "Point of Receipt" shall mean an interconnect between the MARC I Facilities and the facilities of Seller or a third-party transporter at which Seller receives Gas for Customer's account for Firm Transportation Service under this Rate Schedule, including the interconnects of the MARC I Facilities with the Transco Interconnect, any MARC I Intermediate Point, the South Lateral and the TGP Interconnect.

- (c) The term "MARC I Intermediate Point" shall mean a Point of Receipt on the MARC I Facilities between the interconnect of the MARC I Facilities with the Transco Interconnect and the interconnect of the MARC I Facilities with the South Lateral and the TGP Interconnect.
- (d) The term "Point of Delivery" shall mean an interconnect between the MARC I Facilities and the facilities of Seller or a third-party transporter at which Seller redelivers Gas that has been transported for Customer's Account, including the interconnects of the MARC I Facilities with the Transco Interconnect, the South Lateral and the TGP Interconnect.

5.5.9 RESERVED FOR FUTURE USE

5.5.10 METER ALLOCATIONS FOR MARC I INTERMEDIATE POINTS

- (a) This Section specifies the procedures for allocating any differences between (i) the aggregate of all Customers' scheduled quantities for daily delivery and actual deliveries, and (ii) the aggregate of all Customers' scheduled quantities for daily receipts and actual receipts ("Difference(s)") at MARC I Intermediate Points at which gas is being delivered to or for the account of multiple Customers or received by Seller for the account of multiple Customers. Unless otherwise agreed to between Seller and the confirming party or point operator, physically measured quantities shall be allocated pro rata based on scheduled daily quantities and shall be made using dekatherm units.
- (b) Seller will enter into an Operational Balancing Agreement ("OBA") and/or a Predetermined Allocation Agreement ("PDA") with any creditworthy point operator, covering one or more receipt and/or delivery points on Seller's MARC I Facilities, under mutually agreeable terms and conditions, provided that Seller does not provide a balancing service and shall not be required to provide a balancing service under any OBA or PDA entered into under this Section.

5.5.11 RESERVED FOR FUTURE USE

5.5.12 SEGMENTATION

- (a) Notwithstanding anything to the contrary in this Rate Schedule or the General Terms and Conditions of this FERC Gas Tariff, Customers under this Rate Schedule shall have the right to segment their firm transportation service capacity on Seller's MARC I Facilities, to the extent operationally feasible, consistent with the rules and regulations of the Commission and the scheduling priorities set forth in Section 6.4.3(a) of the General Terms and Conditions of this FERC Gas Tariff as supplemented by the scheduling priorities set forth in Section 5.5.12(b) of this Rate Schedule.

- (b) This Section applies to scheduling of service under this Rate Schedule and is a supplement to the scheduling priorities set forth in Section 6.4.3 of the General Terms and Conditions of this FERC Gas Tariff.
- (1) The aggregate primary firm receipt point nominations and the aggregate primary firm delivery point nominations of a Customer under any path, including any segmented path, on Seller's MARC I Facilities may not exceed the Customer's MDFTQ. Customers shall have "primary point capacity" for each Point of Receipt and for each Point of Delivery in a path, including each segmented path, on Seller's MARC I Facilities up to the Customer's MDFTQ.
  - (2) Where segmented paths on Seller's MARC I Facilities overlap only at a Point of Receipt, the primary point capacity for such overlapped point shall be determined separately for each such overlapping path and the aggregate primary point capacity of such overlapped point for both paths may exceed such Customer's MDFTQ as long as the primary point capacity for such overlapped point under each path does not exceed the Customer's MDFTQ.
  - (3) Where the quantity nominated by a Customer between any Point of Receipt and any Point of Delivery in a path on Seller's MARC I Facilities exceeds the Customer's MDFTQ, the quantity nominated in excess of the Customer's MDFTQ on the pipeline segment of Seller's MARC I Facilities involved shall be scheduled as Overrun Gas.

5.5.13 RESERVED FOR FUTURE USE

5.6 MARC I ITS RATE SCHEDULE - INTERRUPTIBLE TRANSPORTATION SERVICE

RATE SCHEDULE MARC I ITS  
MARC I INTERRUPTIBLE TRANSPORTATION SERVICE

5.6.1 AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Customer") for the purchase of Interruptible Transportation Service from Stagecoach Pipeline & Storage Company LLC (hereinafter referred to as "Seller"), on Seller's MARC I Facilities provided that:

- (a) Seller has determined that it has sufficient operational and interruptible transportation, receipt and delivery capacity on Seller's MARC I Facilities to perform service requested;
- (b) Seller has determined that service requested by Customer will not interfere with the efficient operation of its system or with higher priority services;
- (c) Customer and Seller have executed a Service Agreement under this Rate Schedule; and
- (d) Customer accepts responsibility for arranging any upstream and downstream transportation service required for utilization of the Transportation Service under this Rate Schedule.

5.6.2 APPLICABILITY AND CHARACTER OF SERVICE

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

- (a) Seller shall, on an interruptible basis, receive for Customer at Point(s) of Receipt quantities up to the Customer's Maximum Daily Interruptible Transportation Quantity, plus Seller's Transportation Use as applicable, and shall transport and deliver at the Point(s) of Delivery Equivalent Quantities of gas up to Customer's Maximum Daily Interruptible Transportation Quantity; provided, however, Seller shall not be obligated to receive, transport and/or deliver quantities of gas on any Day in excess of the quantity nominated and scheduled for that Day.
- (b) Transportation Service rendered under this Rate Schedule shall be interruptible, and shall be available only when there is sufficient available capacity not being used for higher priority services. Such interruptible service shall be offered in accordance with the provisions established in the General Terms and Conditions of this FERC Gas Tariff.
- (c) Interruptible Transportation Service under this Rate Schedule does not involve wheeling service on Seller's North or South

Lateral, or injection or withdrawal of the Gas from the Stagecoach Storage Facility.

- (d) Any nomination under this Rate Schedule for delivery to the paper pooling point on the MARC I Facilities must have an accompanying receipt nomination at the MARC I pooling point for transportation to a Point of Delivery under a Service Agreement under this Rate Schedule or the MARC I FTS Rate Schedule.

#### 5.6.3 GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Seller's FERC Gas Tariff are applicable to this Rate Schedule and are specifically incorporated herein by reference.

#### 5.6.4 RATES AND CHARGES

The amounts which shall be paid by Customer to Seller for each Month during the period of service hereunder shall include the sum of the amounts due under the subsections of this Section 5.6.4 and charges under Section 5.6.5 that are applicable to Customer for such Month, computed by use of the applicable rates set forth in Customer's MARC I ITS Service Agreement which are effective during such Month or portions thereof. Each total rate computed for a specific transaction shall be rounded to the nearest one tenth of a cent.

- (a) MARC I Interruptible Transportation Charge: An MARC I Interruptible Transportation Charge shall be paid for each dth of Gas delivered, calculated as the MARC I Interruptible Transportation Commodity Rate times the total dth transported on behalf of Customer on any Day, as applicable.
- (b) Seller's Transportation Use Charge: Seller will bill Customer each Month for Seller's Transportation Use as provided in Seller's Currently Effective Rates unless modified and posted on Seller's Interactive Website.
- (c) MARC I Overrun Service Charge: The MARC I Interruptible Transportation Overrun Charge shall be paid for each dth of service provided on behalf of Customer pursuant to Section 5.6.6 of this Rate Schedule. As set forth in the Customer's MARC I ITS Service Agreement, the MARC I Interruptible Transportation Overrun Charge shall consist of the MARC I Interruptible Transportation Overrun Commodity Rate for each dth which is transported for or on behalf of Customer during a Day greater than the Customer's Maximum Interruptible Transportation Quantity.

#### 5.6.5 ADDITIONAL CHARGES

Commission and Other Regulatory Fees: Customer shall reimburse Seller for all fees required by the Commission, any successor agency having jurisdiction or any other regulatory body which are related to service provided under this Rate Schedule including, but not limited to,

filing, reporting and application fees and the Commission's Annual Charge Adjustment ("ACA").

5.6.6 OVERRUN SERVICE

Customer may request Seller to provide interruptible Transportation Service on Seller's MARC I Facilities under this Rate Schedule for quantities of gas in excess of Customer's Maximum Daily Interruptible Transportation Quantity. Service requested under this section must be nominated separately as "overrun" by Customer. Seller may provide such Overrun Service on an interruptible basis if, in Seller's judgment, it can provide the service without adverse effect on Seller's operations or on Seller's ability to meet higher priority obligations. Customer shall pay the MARC I Interruptible Transportation Overrun Charge pursuant to Section 5.6.4(c) of this Rate Schedule MARC I ITS for such overrun service.

5.6.7 DEFINITIONS

- (a) The term "Maximum Daily Interruptible Transportation Quantity" ("MDITQ") shall mean the maximum quantity of Gas, as specified in Exhibit A of the Service Agreement under this Rate Schedule, that Customer may nominate and that Seller shall transport from a Point of Receipt to a Point of Delivery each Day at constant hourly rates of flow over the course of such Day (excluding Seller's Transportation Use). As determined by Seller in its sole and reasonable judgment, the maximum quantity may be transported at rates of flow which deviate from constant hourly rates over the course of such Day.
- (b) The term "Point of Receipt" shall mean an interconnect between Seller's MARC I Facilities and the facilities of Seller or a third-party transporter at which Seller receives Gas for Customer's account for Interruptible Transportation Service under this Rate Schedule, including the interconnects of the MARC I Facilities with the Transco Interconnect, any MARC I Intermediate Point, the South Lateral and the TGP Interconnect.
- (c) The term "MARC I Intermediate Point" shall mean a Point of Receipt on the MARC I Facilities between the interconnect of the MARC I Facilities with the Transco Interconnect and the interconnect of the MARC I Facilities with the South Lateral and the TGP Interconnect.
- (d) The term "Point of Delivery" shall mean an interconnect between the MARC I Facilities and the facilities of Seller or a third-party transporter at which Seller redelivers Gas that has been transported for Customer's Account, including the interconnects of the MARC I Facilities with the Transco Interconnect, the South Lateral and the TGP Interconnect.



5.7 FTS-2 RATE SCHEDULE - FIRM TRANSPORTATION SERVICE

5.7.1 AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Customer") for the purchase of Firm Transportation Service from Stagecoach Pipeline & Storage Company LLC (hereinafter referred to as "Seller"), on Seller's MARC I Facilities and/or North/South Laterals when:

- (a) Seller has determined that it has sufficient available and uncommitted capacity or capacity released in accordance with Section 5.7.7 of this Rate Schedule FTS-2 on Seller's MARC I Facilities and/or North/South Laterals to perform service requested by Customer (Seller is not required to provide any requested services for which it does not have such available capacity, or that would require Seller to construct or acquire new facilities);
- (b) Seller has determined that service requested by Customer will not interfere with the efficient operation of Seller's system or with Seller's ability to provide contracted firm service;
- (c) Customer and Seller have executed a Service Agreement under this Rate Schedule; and
- (d) Customer accepts responsibility for arranging any upstream and downstream transportation service required for utilization of the Transportation Service under this Rate Schedule.

5.7.2 APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all firm Transportation Service which is rendered by Seller for Customer through Seller's MARC I Facilities and/or North/South Laterals pursuant to an executed Service Agreement under this Rate Schedule. Customer shall have the right to use the primary Point(s) of Receipt and Point(s) of Delivery, as specified in Customer's Service Agreement, and other points on the portions of Seller's pipeline system for which Customer has agreed to pay reservation charges on a secondary basis, subject to the service priorities set forth in Section 6.4.3 of the General Terms and Conditions of this FERC Gas Tariff. Customer shall have the right to request changes to its primary Point(s) of Receipt and primary Point(s) of Delivery, which Seller shall consider in its reasonable discretion subject to the availability of capacity at the requested point(s).

- (a) Seller shall, on a firm basis, receive for the account of Customer at Point(s) of Receipt quantities of Gas up to the Customer's Maximum Daily Receipt Quantity ("MDRQ") at each Point of Receipt and in the aggregate up to Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, as applicable, and Seller shall redeliver

at the Point(s) of Delivery Equivalent Quantities of Gas, subject to Customer's Maximum Daily Delivery Quantity ("MDDQ") at each Point of Delivery. As determined by Seller in its sole and reasonable judgment, the MDFTQ may be transported at rates of flow which deviate from constant hourly rates over the course of a Day.

- (b) Seller shall not be obligated to receive and/or redeliver quantities of Gas on any Day in excess of the quantity nominated and scheduled for that Day.
- (c) Seller may receive for the account of Customer quantities of Gas in excess of Customer's MDRQs and/or MDFTQ, and deliver quantities of Gas in excess of Customer's MDDQs and/or MDFTQ in accordance with Section 5.7.6 of this Rate Schedule, to the extent that capacity exists on Seller's MARC I Facilities and/or North/South Laterals during the time covered by Customer's request and subject to the priorities of service in Section 6.4.3 of the General Terms and Conditions.
- (d) Transportation Service under this Rate Schedule shall be firm up to the respective Customer's MDFTQ. The MDFTQ shall be specified in the executed Service Agreement.
- (e) The Customer's MDFTQ under this Rate Schedule may not be utilized in connection with service provided by Seller to Customer under any other Rate Schedule.
- (f) Firm Transportation Service under this Rate Schedule does not involve injection into or withdrawal of Gas from the Stagecoach Storage Facility.
- (g) Any nomination under this Rate Schedule for delivery to the paper pooling point on the MARC I Facilities must have an accompanying receipt nomination at the MARC I pooling point for transportation to a Point of Delivery under a Service Agreement that provides for Transportation Service on the MARC I Facilities.
- (h) Any nomination under this Rate Schedule for delivery to the paper point at the Stagecoach Hub must have an accompanying receipt nomination at the Stagecoach Hub for injection under a Storage Service Agreement or for Transportation or Wheeling from the Stagecoach Hub under a Rate Schedule FWS or IWS service agreement or FTS-2 Service Agreement that provides for Transportation Service on the North/South Laterals.

#### 5.7.3 GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Seller's FERC Gas Tariff are applicable to this Rate Schedule and are specifically incorporated herein by reference.

5.7.4 RATES AND CHARGES

The amounts which shall be paid by Customer to Seller for each Month during the period of service hereunder shall include the sum of the charges due under the subsections of this Section 5.7.4 and charges under Section 5.7.5 that are applicable to Customer for such Month, computed by use of the applicable rates set forth in this Rate Schedule and in the Customer's FTS-2 Service Agreement which are effective during such Month or portions thereof.

Customer's Service Agreement will reflect the discounted or negotiated rates, if applicable, and may or may not include each of the billing components set forth below.

If, at initiation of service, service is provided for only a portion of a Month, any applicable Reservation Charges shall be prorated for the number of days that service is provided.

- (a) Unless otherwise agreed to by Seller and Customer the following Charges will apply:
  - (1) Reservation Charges: The FTS-2 Firm Transportation Reservation Rate shall be paid each Month for each Dekatherm of Customer's Maximum Daily Firm Transportation Quantity.
  - (2) Commodity Charge: The FTS-2 Firm Transportation Commodity Rate shall be paid each Month for each Dekatherm of Gas which Seller delivers under this Rate Schedule for the account of Customer at the Point(s) of Delivery during the Month.
- (b) Seller's Transportation Use - Seller will bill Customer each Month for Seller's Transportation Use as provided in Seller's Currently Effective Rates. Customer shall pay Seller's Transportation Use on the basis of the portion(s) of Seller's system used for transportation under each of Customer's nominations (i.e., North/South Laterals Transportation Use only, MARC I Facilities Transportation Use only, or combination of North/South Laterals and MARC I Transportation Use).
- (c) FTS-2 Firm Transportation Overrun Charge: An FTS-2 Firm Transportation Overrun Charge shall be paid for each Dekatherm of service provided on behalf of Customer pursuant to Section 5.7.6 of this Rate Schedule. The FTS-2 Firm Transportation Overrun Charge shall consist of the FTS-2 Firm Transportation Overrun Rate for each Dekatherm of Gas in excess of the Customer's Maximum Daily Firm Transportation Quantity nominated by Customer and delivered by Seller for the account of Customer at the Delivery Point(s) under this Rate Schedule during any Day, plus Seller's Transportation Use set forth in Section 5.7.4(b) of this Rate Schedule.

5.7.5 ADDITIONAL CHARGES

Unless otherwise agreed to by Seller and Customer, the following Charges will apply:

- (a) Commission and Other Regulatory Fees: Customer shall reimburse Seller for all fees required by the Commission or any other regulatory body which are related to service provided under this Rate Schedule including, but not limited to, filing, reporting and application fees and the Commission's Annual Charge Adjustment ("ACA").
- (b) Other Charges: Customer shall pay any other charges applicable to service hereunder authorized by the Commission or any other successor agency having jurisdiction.

5.7.6 OVERRUN SERVICE

- (a) Customer may request Seller to receive, transport and redeliver quantities of Gas greater than Customer's Maximum Daily Firm Transportation Quantity. If Seller has capacity available, Seller shall receive Gas for the account of Customer at the Receipt Point(s) in excess Customer's MDRQ at any Point of Receipt or in the aggregate in excess of Customer's MDFTQ, and redeliver Equivalent Quantities at the Delivery Point(s) including redeliveries at a Point of Delivery in excess of Customer's MDDQ.

Transportation of Customer's Gas from a Point of Receipt in excess of Customer's MDRQ or delivery of Gas to a Point of Delivery in excess of Customer's MDDQ, provided Customer's aggregate nominated quantity for the Gas Day is at or below Customer's MDFTQ, shall be afforded a priority of secondary firm transportation. All nominations in excess of Customer's MDFTQ shall be Overrun Transportation Service.

Customer shall pay the FTS-2 Overrun Charge pursuant to Section 5.7.4(c) of this Rate Schedule for such overrun service.

- (b) Seller shall have the right pursuant to Section 6.4.3 of the General Terms and Conditions of this FERC Gas Tariff, to interrupt all or part of the overrun quantity nominated as the operation of Seller's facilities may require, in which event Seller shall notify Customer of such interruption.

5.7.7 CAPACITY RELEASE

- (a) Any Customer or Replacement Customer under Rate Schedule FTS-2 shall be entitled to release all or a portion of its contract capacity to Seller for resale pursuant to Section 6.19 of the General Terms and Conditions of this FERC Gas Tariff. Additionally, Customer or Replacement Customer may release its

contract capacity on a volumetric basis pursuant to Section 6.19 of the General Terms and Conditions of this FERC Gas Tariff.

- (b) Any Customer or Replacement Customer releasing capacity pursuant to Section 6.19 of the General Terms and Conditions of this FERC Gas Tariff will be designated as a Releasing Customer. Any person purchasing released capacity pursuant to Section 6.19 of the General Terms and Conditions of this FERC Gas Tariff shall be designated as a Replacement Customer. Any release of capacity by a Customer or Replacement Customer shall be pursuant to Section 6.19 of the General Terms and Conditions of this FERC Gas Tariff.

5.7.8 SEGMENTATION

- (a) Notwithstanding anything to the contrary in this Rate Schedule or the General Terms and Conditions of this FERC Gas Tariff, a Customer under this Rate Schedule shall have the right to segment its firm transportation service capacity, on a primary firm basis at physical receipt points and delivery points within its Primary Path, and on a secondary basis at points within and outside its Primary Path, to the extent operationally feasible, consistent with the rules and regulations of the Commission and the scheduling priorities set forth in Section 6.4.3 of the General Terms and Conditions of this FERC Gas Tariff as supplemented by the scheduling priorities set forth in Section 5.7.8(b) of this Rate Schedule. In addition, segmentation under this Rate Schedule shall be subject to the following conditions: (i) a Customer may not segment its transportation capacity under this Rate Schedule if such segmentation would limit Seller's ability to provide primary firm service to other Customers and (ii) a Customer may not segment its transportation capacity at points where capacity is not available.
- (b) This Section applies to scheduling of service under this Rate Schedule and is a supplement to the scheduling priorities set forth in Section 6.4.3 of the General Terms and Conditions of this FERC Gas Tariff.
  - (1) The aggregate primary firm Receipt Point nominations and the aggregate primary firm Delivery Point nominations of a Customer and any Replacement Customers under any path, including any segmented path, on Seller's MARC I Facilities and/or North/South Laterals may not exceed the Customer's MDFTQ. Customer may request "primary point capacity" for the Point of Receipt and for the Point of Delivery on its, segmented paths within Customer's Primary Path up to the Customer's MDFTQ.
  - (2) Customer shall be permitted to use segmented paths to transport its MDFTQ using forward haul and backhaul to the same point.

- (3) Where the quantity nominated by a Customer between any Point of Receipt and any Point of Delivery in a path exceeds the Customer's MDFTQ, the quantity nominated in excess of the Customer's MDFTQ on the pipeline segment involved shall be scheduled as Overrun Gas.

5.8 ITS-2 RATE SCHEDULE - INTERRUPTIBLE TRANSPORTATION SERVICE

RATE SCHEDULE ITS-2  
INTERRUPTIBLE TRANSPORTATION SERVICE

5.8.1 AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Customer") for the purchase of Interruptible Transportation Service from Stagecoach Pipeline & Storage Company LLC (hereinafter referred to as "Seller"), on Seller's MARC I Facilities and/or North/South Laterals, provided that:

- (a) Seller has determined that it has sufficient operational and interruptible transportation, receipt and delivery capacity on Seller's MARC I Facilities and/or North/South Laterals to perform service requested;
- (b) Seller has determined that service requested by Customer will not interfere with the efficient operation of its system or with higher priority services;
- (c) Customer and Seller have executed a Service Agreement under this Rate Schedule; and
- (d) Customer accepts responsibility for arranging any upstream and downstream transportation service required for utilization of the Transportation Service under this Rate Schedule.

5.8.2 APPLICABILITY AND CHARACTER OF SERVICE

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

- (a) Seller shall, on an interruptible basis, receive for Customer at Point(s) of Receipt quantities up to the Customer's Maximum Daily Interruptible Transportation Quantity, plus Seller's Transportation Use as applicable, and shall transport and deliver at the Point(s) of Delivery Equivalent Quantities of gas up to Customer's Maximum Daily Interruptible Transportation Quantity; provided, however, Seller shall not be obligated to receive, transport and/or deliver quantities of gas on any Day in excess of the quantity nominated and scheduled for that Day.
- (b) Transportation Service rendered under this Rate Schedule shall be interruptible, and shall be available only when there is sufficient available capacity not being used for higher priority services. Such interruptible service shall be offered in accordance with the provisions established in the General Terms and Conditions of this FERC Gas Tariff.

- (c) Interruptible Transportation Service under this Rate Schedule does not involve injection or withdrawal of the Gas from the Stagecoach Storage Facility.
- (d) Any nomination under this Rate Schedule for delivery to the paper pooling point on the MARC I Facilities must have an accompanying receipt nomination at the MARC I pooling point for transportation to a Point of Delivery under a Service Agreement that provides for Transportation Service on the MARC I Facilities.
- (e) Any nomination under this Rate Schedule for delivery to the paper point at the Stagecoach Hub must have an accompanying receipt nomination at the Stagecoach Hub for injection under a Storage Service Agreement or for Transportation or Wheeling from the Stagecoach Hub under a Rate Schedule FTS-2, ITS-2, FWS or IWS Service Agreement that provides for Transportation Service on the North/South Laterals.

#### 5.8.3 GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Seller's FERC Gas Tariff are applicable to this Rate Schedule and are specifically incorporated herein by reference.

#### 5.8.4 RATES AND CHARGES

The amounts which shall be paid by Customer to Seller for each Month during the period of service hereunder shall include the sum of the amounts due under the subsections of this Section 5.8.4 and charges under Section 5.8.5 that are applicable to Customer for such Month, computed by use of the applicable rates set forth in Customer's ITS-2 Service Agreement which are effective during such Month or portions thereof. Each total rate computed for a specific transaction shall be rounded to the nearest one tenth of a cent.

- (a) ITS-2 Interruptible Transportation Charge: An ITS-2 Interruptible Transportation Charge shall be paid for each dth of Gas delivered, calculated as the ITS-2 Interruptible Transportation Commodity Rate times the total dth transported on behalf of Customer on any Day, as applicable.
- (b) Seller's Transportation Use Charge: Seller will bill Customer each Month for Seller's Transportation Use as provided in Seller's Currently Effective Rates unless modified and posted on Seller's Interactive Website.
- (c) ITS-2 Overrun Service Charge: The ITS-2 Interruptible Transportation Overrun Charge shall be paid for each dth of service provided on behalf of Customer pursuant to Section 5.8.6 of this Rate Schedule. As set forth in the Customer's ITS-2 Service Agreement, the ITS-2 Interruptible Transportation Overrun Charge shall consist of the ITS-2 Interruptible Transportation Overrun Commodity Rate for each dth which is transported for or



on behalf of Customer during a Day greater than the Customer's Maximum Interruptible Transportation Quantity.

5.8.5 ADDITIONAL CHARGES

Commission and Other Regulatory Fees: Customer shall reimburse Seller for all fees required by the Commission, any successor agency having jurisdiction or any other regulatory body which are related to service provided under this Rate Schedule including, but not limited to, filing, reporting and application fees and the Commission's Annual Charge Adjustment ("ACA").

5.8.6 OVERRUN SERVICE

Customer may request Seller to provide interruptible Transportation Service on Seller's MARC I Facilities and/or North/South Laterals under this Rate Schedule for quantities of gas in excess of Customer's Maximum Daily Interruptible Transportation Quantity. Service requested under this section must be nominated separately as "overrun" by Customer. Seller may provide such Overrun Service on an interruptible basis if, in Seller's judgment, it can provide the service without adverse effect on Seller's operations or on Seller's ability to meet higher priority obligations. Customer shall pay the ITS-2 Interruptible Transportation Overrun Charge pursuant to Section 5.8.4(c) of this Rate Schedule ITS-2 for such overrun service.

5.9 RATE SCHEDULE PAL - INTERRUPTIBLE PARK AND LOAN SERVICES

RATE SCHEDULE PAL  
INTERRUPTIBLE PARK AND LOAN SERVICES

5.9.1. AVAILABILITY

This Rate Schedule is available for the parking and loaning of natural Gas by Stagecoach Pipeline & Storage Company LLC ("Seller") for any person, corporation, partnership or other party ("Customer") which has executed 1) a Master Park and Loan Service Agreement for service under this Rate Schedule, and 2) one or more PAL Agreements (each a "PAL Agreement"), pursuant to the Master Park and Loan Service Agreement.

5.9.2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all PAL services rendered by Seller for Customer. PAL services under this Rate Schedule shall be provided for a minimum term and a maximum term agreed upon by both Seller and Customer (the "Initial Term"). The Initial Term and quantity(ies) of each PAL Agreement shall be set forth in the executed PAL Agreement. PAL transactions will occur at one or more points (each a "PAL Point") agreed upon by Seller and Customer.

Service under this rate schedule will be provided as follows:

(a) Park Service: Park Service is an interruptible service which provides for:

- (1) Seller's receipt of Gas quantities that have been delivered by Customer to one or more PAL Points on Seller's system;
- (2) Seller holding the parked quantities on Seller's system; and
- (3) Seller's return of parked quantities of Gas to Customer at one or more PAL Points on Seller's system.

Seller shall hold the quantity of Gas parked under the PAL Agreement for Customer for a period up to the maximum term as specified in the executed PAL Agreement. Subject to Section 5.9.4 of this Rate Schedule, Seller shall then return such parked Gas to Customer.

- (b) Loan Service: Loan Service is an interruptible service which provides for:
- (1) Customer's receipt of Gas quantities from Seller at one or more PAL Points on Seller's system; and
  - (2) Customer's return of the loaned Gas quantities to Seller at one or more PAL Points on Seller's system.

Seller shall make the quantity of Gas loaned at each PAL Point under the applicable PAL Agreement available for a time period up to the maximum term as specified in the executed PAL Agreement. Subject to Section 5.9.4 of this Rate Schedule, loaned quantities shall be returned to Seller.

- (c) Interruptible parking and loaning of natural Gas under this Rate Schedule shall be provided when and to the extent that Seller determines, using its reasonable discretion, that capacity is available on its existing facilities and that it has the operational flexibility to provide the service without detriment or disadvantage to Seller's higher priority obligations.
- (d) Service under this Rate Schedule will be made available on a first come, first served basis, to any Customer willing and able to pay rates agreed upon by Seller and Customer, subject to all applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff.
- (e) Seller shall not be required to provide service under this Rate Schedule that would require Seller to install, operate or maintain any additional facilities.
- (f) PAL services under this Rate Schedule shall be provided by Seller in one of two ways: Daily Rate services or Term Rate services. Customer shall elect either the Daily Rate or Term Rate service option when it requests service from Seller. The term "PAL account" as used herein shall mean the PAL account associated with a particular PAL Agreement.
- (g) Each PAL Agreement shall specify in Dth: (i) the maximum daily quantity to be parked or loaned at each PAL Point under the applicable PAL Agreement ("PAL Point MDQ"); (ii) the maximum aggregate quantity to be parked or loaned at each PAL Point under the applicable PAL Agreement ("PAL Point MAQ"); (iii) the maximum daily quantity to be parked or loaned at all PAL Points under the applicable PAL Agreement ("PAL MDQ"); and (iv) the maximum aggregate quantity to be parked or loaned at all PAL Points under the applicable PAL Agreement ("PAL MAQ"). The sum of all PAL MAQs under all PAL Agreements shall not exceed the maximum aggregate quantity specified in the Master Park and Loan Service Agreement ("Master MAQ").
- (h) Upon the expiration of the Initial Term of any PAL Agreement hereunder, such PAL Agreement shall remain in full force and effect until terminated by either Customer or Seller by written notice to the other party at least thirty (30) days in advance of the desired termination date; provided, however, that (a) for PAL Agreements with an Initial Term of less than thirty (30) days, either party may terminate by providing

prior written notice to the other party equal to the length in days of the Initial Term; and (b) no PAL Agreement shall extend beyond the termination date of the Master Park and Loan Service Agreement pursuant to which it was executed.

5.9.3. QUALIFICATIONS FOR SERVICE

- (a) All Customers requesting new PAL service must qualify for service pursuant to the General Terms and Conditions of Seller's FERC Gas Tariff and have already executed a Master Park and Loan Service Agreement.
- (b) A PAL Agreement shall be executed by Customer and Seller following Seller's acceptance of Customer's request for service. In the event the PAL Agreement is not executed by Customer within the time specified by Seller when tendering the applicable PAL Agreement, Seller, at its sole discretion, may consider the request for service invalid.

5.9.4. NOMINATIONS AND SCHEDULING

- (a) Customer shall nominate PAL services under this Rate Schedule in accordance with the nomination deadlines set forth in the General Terms and Conditions of Seller's FERC Gas Tariff. Customer shall nominate the agreed upon park or loan quantities at one or more PAL Points under the applicable PAL Agreement. Such nominated quantities shall be subject to confirmation by Seller. The confirmed quantities shall be deemed the scheduled quantities.
- (b) Applicable to Daily Rate PAL services:
  - (1) The park or loan quantities of Gas nominated on a daily basis at each PAL Point under a Daily Rate PAL Agreement shall equal the agreed upon daily quantities of Gas at each PAL Point as stated in the applicable PAL Agreement unless otherwise agreed upon in writing by both Seller and Customer. The total park or loan quantity of Gas under a Daily Rate PAL Agreement shall not exceed the total park or loan quantities as stated in the applicable PAL Agreement unless Seller and Customer agree to a different total quantity.
  - (2) If, on any day, Customer nominates quantities of Gas to be withdrawn from or deposited into its PAL account, but Seller is unable to schedule any of the quantities nominated, Seller shall suspend the Park and/or Loan Service rate charges for the quantity not scheduled until Seller is able to schedule the quantity nominated. Additionally, Seller and Customer may agree to extend the agreed upon term for the amount of time during which Seller was unable to schedule the Park and/or Loan Service.
- (c) Applicable to Term Rate PAL services:
  - (1) Seller and Customer may agree to Park and/or Loan Services for specified maximum quantities at one or more PAL Points for an agreed upon term. The park and/or loan quantities of Gas nominated on a daily basis at each PAL Point under a Term Rate PAL Agreement shall not exceed the agreed upon daily quantities of Gas at each PAL Point as stated in the applicable PAL Agreement unless otherwise agreed upon in writing by both Seller and Customer. The total park or loan quantity of Gas under a Term Rate PAL Agreement shall not exceed the maximum park or loan quantities as stated in the applicable PAL Agreement unless Seller and Customer

mutually agree in writing to a different quantity.

- (2) If, on any day, Customer nominates quantities of Gas to be withdrawn from and/or deposited into its PAL account, but Seller is unable to schedule any of the quantities nominated, Seller shall credit to Customer an amount equal to the applicable daily reservation charge as specified in the PAL Agreement for the applicable PAL Points multiplied by the quantity of Gas which was nominated but not scheduled at such PAL Points. Additionally, Seller and Customer may mutually agree to extend the agreed upon term for the amount of time that Seller was unable to schedule the Park and/or Loan Service.
- (d) PAL services will be provided on an interruptible basis. Interruption of PAL services may include decreasing, temporarily suspending, or discontinuing the receipt or delivery of Gas if Seller in its reasonable discretion determines that such decrease, suspension or discontinuance is necessary to maintain system integrity or when a higher priority service so requires.

#### 5.9.5. NOTIFICATIONS, ALLOCATIONS AND CURTAILMENT

- (a) Seller shall allocate capacity for PAL services in accordance with the Nominations, Scheduling and Allocation provisions set forth in the General Terms and Conditions of Seller's FERC Gas Tariff.
- (b) Customer may be required, upon notification from Seller, to suspend or reduce deliveries for the agreed upon Park Service, or receipts for the agreed upon Loan Service. Further, Customer may be required, upon notification from Seller, to remove quantities of Gas previously provided to Seller under the Park Service, or return quantities of Gas previously loaned to Customer under the Loan Service. Such notification shall be made as soon as reasonably practicable by e-mail or posting on Seller's Interactive Website.
- (c) Should Seller notify Customer to remove or return quantities of Gas pursuant to Section 5.9.5(b), Seller's notification shall specify (i) the time frame within which Park Service quantities shall be removed, and/or Loan Service quantities shall be returned; and (ii) the specific PAL Points and quantities at such PAL Points affected by Seller's notification. The obligation of Customer to comply with the issued notification shall be monitored until such time as Seller is able to recommence the Park and/or Loan Services.
- (d) In the event Customer makes a timely nomination in response to a notification by Seller pursuant to Section 5.9.5(b), the obligation of Customer to comply with that notification shall be tolled until such time as Seller's operational conditions allow Seller to schedule the nomination.

#### 5.9.6. RATES AND CHARGES

- (a) The daily unit rates for service as shown on the effective rate sheet of Seller's FERC Gas Tariff shall be agreed to in writing by Seller and Customer.
- (b) (1) Applicable to Daily Rate PAL services:  
  
The monthly charges for Daily Rate PAL services shall be the sum of the product of the quantities of Gas in Customer's PAL account at each PAL Point, exclusive of Authorized Overrun quantities pursuant to Section

5.9.6(d) of this Rate Schedule PAL, and the agreed upon rate for each such PAL Point for each day service is tendered by Seller. Charges shall commence on the first day of the agreed upon transaction and continue until Customer's account balance reaches zero or until the last day of the agreed upon term as set forth in the executed PAL Agreement, whichever comes first.

(2) Applicable to Term Rate PAL services:

The monthly charges for Term Rate PAL services shall be the product of the PAL MAQ and the agreed reservation charge.

- (c) For Gas which is in Customer's PAL account during the Grace Period, as defined in Sections 5.9.7(a)(5) and 5.9.7(b)(5), Seller shall charge Customer either: (a) the agreed upon daily commodity rate under the Daily Rate PAL Agreement; or (b) the agreed upon daily reservation rate under the Term Rate PAL Agreement.
- (d) Authorized Overrun Charges for Daily Rate and Term Rate PAL Services: If Customer, upon receiving the advance approval of Seller, should (a) on any day park or borrow under this Rate Schedule PAL a quantity of Gas at any PAL Point in excess of the PAL Point MDQ for such PAL Point under the Customer's applicable PAL Agreement; or (b) at any time park or borrow under this Rate Schedule PAL a quantity of Gas at any PAL Point that causes such Customer to exceed the PAL Point MAQ for such PAL Point under the Customer's applicable PAL Agreement; or (c) on any day park or borrow under this Rate Schedule PAL a quantity of Gas at one or more PAL Points in excess of the PAL MDQ for all PAL Points under the Customer's applicable PAL Agreement; or (d) at any time park or borrow under this Rate Schedule PAL a quantity of Gas at one or more PAL Points in excess of the PAL MAQ for all PAL Points under the Customer's applicable PAL Agreement, then such quantities shall constitute an Authorized Overrun. For all such Authorized Overruns, Customer shall pay Seller the authorized overrun rates agreed upon in writing.

5.9.7. UNDER- AND OVERDRAWN QUANTITIES

(a) Park Service:

- (1) In the event any of the following occurs, parked quantities shall become the property of Seller at no cost to Seller, free and clear of any adverse claims:
- (i) Seller's prevailing operations require Seller to notify Customer that deliveries of parked quantities must be suspended or be reduced, and within 24 hours Customer fails to comply with such notification; and/or
  - (ii) Seller's prevailing operations require Seller to notify Customer that all or part of Customer's parked quantities must be removed, and Customer fails to comply within the specified time frame; and/or
  - (iii) the PAL account reflects a positive balance at the termination date of the executed PAL Agreement.
- (2) If, pursuant to Section 5.9.7(a)(1)(i), Seller notifies Customer that deliveries of parked quantities must be suspended or be reduced, only those quantities parked in

violation of the notification after the time period specified in Section 5.9.7(a)(1)(i) shall become the property of Seller at no cost to Seller, free and clear of any adverse claims.

- (3) In the event that a PAL account for Park Service reflects a negative balance at the termination date of the executed PAL Agreement, those overdrawn quantities shall be sold to Customer at 200% of Tennessee Zone 4 Marcellus per Dth for that day or, if greater, the actual price paid by Seller per Dth to replace the Gas (the greater, the "Replacement Price").
- (4) In the event any of the occurrences in Sections 5.9.7(a)(1), (2) and/or (3) of this Rate Schedule are impeded to the extent Customer nominates in accordance with the terms of its PAL Agreement pursuant to such notification or to remedy a negative balance at the termination date and Seller is unable to schedule Customer's nomination, the specified time frame will be extended accordingly.
- (5) Notwithstanding Sections 5.9.7(a)(1) and (3), if on the termination date of the executed PAL Agreement the PAL account for Park Service reflects a positive or negative balance of one hundred (100) dekatherms or less in the aggregate at all PAL Points under the applicable PAL Agreement, and such balance is not due to Seller's inability to schedule Customer's nominated quantities, Customer shall have five (5) business days ("Grace Period") to resolve such balance. If Seller is unable to schedule any of Customer's nominated quantities during the Grace Period, Seller and Customer may agree to extend the Grace Period for the amount of time that Seller was unable to schedule the Park Service. If, at the end of the Grace Period, Customer has a remaining balance, Section 5.9.7(a)(1) or (3), whichever is applicable, shall control.

(b) Loan Service

- (1) In the event any of the following occurs, loaned quantities shall be sold to Customer at the Replacement Price during the term of the agreed upon transaction as set forth in the PAL Agreement:
  - (i) Seller's prevailing operations require Seller to notify Customer that receipt of Customer's loaned quantities must be suspended or be reduced, and Customer continues to receive loaned quantities; and/or
  - (ii) Seller's prevailing operations require Seller to notify Customer that all or part of Customer's loaned quantities must be returned to Seller, and Customer fails to comply within 24 hours; and/or
  - (iii) the PAL account reflects a negative balance at the termination date of the executed PAL Agreement.
- (2) If, pursuant to Section 5.9.7(b)(1)(i), Seller notifies Customer that receipt of Customer's loaned quantities must be suspended or be reduced, only those quantities in violation of the notification shall be sold to Customer at the Replacement Price.

- (3) In the event that a PAL account for Loan Service reflects a positive balance at the termination date of the executed PAL Agreement, those overpaid quantities shall become the property of Seller at no cost to Seller, free and clear of any adverse claims.
  - (4) In the event any of the occurrences in Sections 5.9.7(b) (1), (2) and/or (3) of this Rate Schedule are impeded to the extent Customer nominates in accordance with the terms of its contract pursuant to such notification or to remedy a positive balance at the termination date and Seller is unable to schedule Customer's nomination, the specified time frame will be extended accordingly.
  - (5) Notwithstanding Sections 5.9.7(b) (1) and (3), if on the termination date of the executed PAL Agreement the PAL account for Park Service reflects a positive or negative balance of one hundred (100) dekatherms or less, and such balance is not due to Seller's inability to schedule Customer's nominated quantities, Customer shall have five (5) business days ("Grace Period") to resolve such balance. If Seller is unable to schedule any of Customer's nominated quantities during the Grace Period, Seller and Customer may agree to extend the Grace Period for the amount of time that Seller was unable to schedule the Loan Service. If, at the end of the Grace Period, Customer has a remaining balance, Section 5.9.7(b) (1) or (3), whichever is applicable, shall control.
- (c) In the event the Tennessee Zone 4 Marcellus spot price is no longer published or is otherwise unavailable, Seller shall select, in its reasonable discretion, an alternative spot price from an industry recognized publication, which selection shall apply as of the date the Tennessee Zone 4 Marcellus spot price became unavailable and for all periods thereafter.

#### 5.9.8. GENERAL TERMS AND CONDITIONS

The provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, as such may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule PAL and shall apply to services rendered hereunder as stated herein.



6.0 GENERAL TERMS AND CONDITIONS

- 6.1 DEFINITIONS
- 6.2 REQUESTS FOR SERVICE
- 6.3 STORAGE / WHEELING / TRANSPORTATION SERVICE
- 6.4 NOMINATIONS, SCHEDULING AND ALLOCATION
- 6.5 PRESSURE
- 6.6 MEASUREMENT AND MEASUREMENT EQUIPMENT
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- 6.18 PENALTY REVENUE CREDITING
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- 6.20 NAESB STANDARDS
- 6.21 RESERVATION CHARGE CREDITS

6.1 GENERAL TERMS AND CONDITIONS - DEFINITIONS

6.1 DEFINITIONS

- 6.1.1 The term "Agreement" and "Service Agreement" shall mean the service agreement executed by the Customer and Seller and any exhibits, attachments and/or amendments thereto.
- 6.1.2 The term "Base Gas" shall mean Gas required to remain in the storage field sufficient to protect the integrity of the storage field.
- 6.1.3 The term "Btu" shall mean one (1) British thermal unit, the amount of heat required to raise the temperature of one (1) pound of water one degree (1) Fahrenheit at sixty degrees (60) Fahrenheit. The reporting basis for Btu is 14.73 psia (101.325 kPa), 60 degrees Fahrenheit (15 degrees C), and dry.
- 6.1.4 The term "Business Day" shall mean Monday through Friday, excluding all federal banking holidays for transactions in the United States and similar holidays for transactions in Canada and Mexico.
- 6.1.5 The term "Central Clock Time" shall mean Central Standard Time except for that period when daylight savings is in effect. During that period, Central Clock Time shall mean Central Daylight Time.
- 6.1.6 The terms "Commission" and "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory authority having jurisdiction.
- 6.1.7 The term "Customer" shall mean any person, corporation, partnership or any other party that executes a valid Service Agreement with Seller for the storage, transportation, or wheeling of Gas under the terms and conditions of Seller's FERC Gas Tariff.
- 6.1.8 The term "Dekatherm" and "dth" shall mean the quantity of heat energy which is equivalent to one (1) million (1,000,000) Btu.
- 6.1.9 The determination of quantities deemed to be delivered for purposes of use of the term "Each Dekatherm Of Gas Which Is Delivered" shall be the pro rata allocation of the quantities of Gas nominated, after adjustments for Seller's Use and pursuant to Section 6.4.3 hereof, for injection into storage or for withdrawal from storage or for Transportation or Wheeling Service.
- 6.1.10 The term "Equivalent Quantities" shall mean a quantity of Gas containing an amount of dths equal to the amount of dths received by Seller for the account of Customer at the Point of Injection/Withdrawal for Storage Service, or at the Receipt Point for Wheeling or Transportation Service, reduced by the

dths removed for Seller's Injection, Withdrawal, Transportation, and/or Wheeling Use as attributable to the storage, transportation, or wheeling of Customer's Gas.

- 6.1.11 The term "Expansion Capacity" shall mean new storage, wheeling and/or transportation capacity that will be added by Seller through the construction or acquisition of facilities.
- 6.1.12 The term "Gas" shall mean natural gas, including casing head gas produced with crude oil, gas from gas wells and gas from condensate wells and synthetic natural gas.
- 6.1.13 The terms "Gas Day" or "Day" shall mean the NAESB standard Gas Day from 9:00 a.m. to 9:00 a.m. (Central Clock Time).
- 6.1.14 The term "MARC I Facilities" shall mean Seller's pipeline between the Transco Interconnect and the South Lateral and the TGP Interconnect, including Seller's appurtenant metering, flow control, pressure regulation, and compression facilities.
- 6.1.15 The terms "Maximum Daily Delivery Quantity" and "MDDQ" shall mean the maximum quantity of Gas, expressed in dths, specified in Customer's Service Agreement, that Customer may nominate and that Seller shall Tender for delivery at a Point of Delivery, subject to Section 6.4 of these General Terms and Conditions.
- 6.1.16 The terms "Maximum Daily Firm Transportation Quantity" and "MDFTQ" shall mean the maximum quantity of Gas, specified in Customer's MARC I FTS or FTS-2 Service Agreement, that Customer may nominate on any Day and that Seller shall transport from Point(s) of Receipt to Point(s) of Delivery on a firm basis, subject to Section 6.4 of these General Terms and Conditions.
- 6.1.17 The term "Maximum Daily Interruptible Transportation Quantity" ("MDITQ") shall mean the maximum quantity of Gas, specified in Customer's MARC I ITS or ITS-2 Service Agreement, that Customer may nominate on any Day and that Seller shall transport from Point(s) of Receipt to Point(s) of Delivery on a firm basis, subject to Section 6.4 of these General Terms and Conditions.
- 6.1.18 The terms "Maximum Daily Receipt Quantity" and "MDRQ" shall mean the maximum quantity of Gas, expressed in dths, specified in Customer's Service Agreement, that Customer may nominate and that Seller shall receive at each Point of Receipt, subject to Section 6.4 of these General Terms and Conditions.
- 6.1.19 The term "Maximum Storage Quantity" shall mean the greatest number of dths that Seller is obligated to store on behalf of Customer on any Gas Day.
- 6.1.20 The term "Millennium" shall mean Millennium Pipeline Company, L.L.C.

- 6.1.21 The term "Millennium Interconnect" shall mean the meter at the point of interconnection between Seller's North Lateral and the facilities of Millennium located just north of the town of Owego, Tioga County, New York.
- 6.1.22 The term "Month" shall mean the period beginning on the first Gas Day of a calendar month and ending at the same hour on the first Gas Day of the next succeeding calendar month.
- 6.1.23 The term "NAESB Standards" shall mean the standardized business practices, procedures and criteria which have been adopted and published by the Wholesale Gas Quadrant of the North American Energy Standards Board and which have been adopted by reference by the Commission.
- 6.1.24 The terms "North American Energy Standards Board" or "NAESB" shall mean that accredited organization established to set standards for certain natural gas industry business practices and procedures. "WGQ" shall mean the Wholesale Gas Quadrant of NAESB.
- 6.1.25 The term "North Lateral" shall mean Seller's 9.3 mile pipeline facility that extends from the Stagecoach Storage Facility Central Compressor Station in a northerly direction to a terminus at the Millennium Interconnect.
- 6.1.26 The term "Operating Balancing Agreement" or "OBA" shall mean a contract between two parties which specifies the procedures to manage operating variances at an interconnect.
- 6.1.27 The term "OFO Recipient" shall mean a Customer, a Customer's agent, or an Operator.
- 6.1.28 The term "Operator" shall mean a party that operates the facilities that interconnect with Seller's facilities.
- 6.1.29 The term "PAL Point MDQ" shall mean the maximum daily quantity to be parked or loaned at each PAL Point under the applicable PAL Agreement. The term "PAL MDQ" shall mean the maximum daily quantity to be parked or loaned at all PAL Points under the applicable PAL Agreement. The sum of all PAL Point MDQs under a PAL Agreement shall equal the PAL MDQ.
- 6.1.30 The term "PAL Point MAQ" shall mean the maximum aggregate quantity to be parked or loaned at each PAL Point under the applicable PAL Agreement. The term "PAL MAQ" shall mean the maximum aggregate quantity to be parked or loaned at all PAL Points under the applicable PAL Agreement. The sum of all PAL Point MAQs under a PAL Agreement shall equal the PAL MAQ.
- 6.1.31 The terms "Point of Delivery" and "Delivery Point" shall mean the inlet of Seller's Central Compressor Station at the Stagecoach Storage Facility or an interconnect between Seller's facilities and the facilities of a Transporter at which Seller

delivers gas that has been transported, wheeled or stored for Customer's account, including the Millennium Interconnect, TGP Interconnect and Transco Interconnect. Points of Delivery shall also include the Point of Injection/Withdrawal, the interconnection between Seller's South Lateral and the MARC I Facilities, the paper points at the Stagecoach Hub and MARC I Hub, and delivery points on off-system capacity in accordance with Section 6.17 of these General Terms and Conditions. Points of Delivery available to a Customer may be limited to points on the North and South Laterals or points on the MARC I Facilities as specified in the Rate Schedules of this FERC Gas Tariff.

- 6.1.32 The terms "Point of Receipt" and "Receipt Point" shall mean the outlet of Seller's Central Compressor Station at the Stagecoach Storage Facility or an interconnect between Seller's facilities and the facilities of a Transporter at which Seller receives Gas for Customer's account for Transportation, Storage or Wheeling Services, including the Millennium Interconnect, TGP Interconnect and Transco Interconnect. Points of Receipt shall also include the Point of Injection/Withdrawal, the interconnection between Seller's South Lateral and the MARC I Facilities, the paper points at the Stagecoach Hub and MARC I Hub, and receipt points on off-system capacity in accordance with Section 6.17 of these General Terms and Conditions. Points of Receipt available to a Customer may be limited to points on the North and South Laterals or points on the MARC I Facilities as specified in the Rate Schedules of this FERC Gas Tariff.
- 6.1.33 The term "Point of Injection/Withdrawal" shall mean the outlet flange of the meter at the point of interconnection between Seller's Stagecoach Storage Facility and third party Transporter's facilities located in Tioga County, New York, Bradford County, Pennsylvania or such other location as may be designated by Seller and its Customer, including the Millennium Interconnect, the TGP Interconnect and points on off-system capacity.
- 6.1.34 The term "Primary Path" shall mean the portion of capacity physically located between the designated primary Receipt Point(s) and primary Delivery Point(s) of a Customer's Service Agreement, and takes into account the direction of flow from the primary Receipt Point(s) to the primary Delivery Point(s).
- 6.1.35 The term "Regional Daily Spot Price" shall mean, for purposes of an Action Alert or OFO penalty charge pursuant to Section 6.16 of these General Terms and Conditions, the highest spot price published in Natural Gas Intelligence's "Daily Gas Price Index" for the "Tennessee Zn 4 Marcellus" region, for the day(s) on which the applicable Action Alert or OFO is in effect; provided that if the Action Alert or OFO is in effect on days on which the Natural Gas Intelligence's "Daily Gas Price Index" is not published, the applicable price(s) reflected in the most recently published Natural Gas Intelligence's "Daily Gas Price

Index" shall be used in assessing the Action Alert or OFO penalty charge.

- 6.1.36 The term "Releasing Customer" shall mean any Customer releasing capacity under Rate Schedules FSS, FWS, MARC I FTS or FTS-2 pursuant to Section 6.19 of these General Terms and Conditions.
- 6.1.37 The term "Replacement Customer" shall mean any Customer to which capacity is released under Rate Schedules FSS, FWS, MARC I FTS or FTS-2 pursuant to Section 6.19 of these General Terms and Conditions.
- 6.1.38 The term "Seller" shall mean Stagecoach Pipeline & Storage Company LLC.
- 6.1.39 The term "Seller's Injection Use" shall mean the applicable rate and percentage stated in Seller's Currently Effective Rates multiplied by the quantity of Gas injected into storage for the account of Customer.
- 6.1.40 The term "Seller's Transportation Use" shall mean the applicable rate and percentage stated in Seller's Currently Effective Rates multiplied by the quantity of Gas scheduled for the account of Customer.
- 6.1.41 The term "Seller's Use" shall mean the sum of Seller's Injection Use, Seller's Withdrawal Use, Seller's Wheeling Use, and Seller's Transportation Use.
- 6.1.42 The term "Seller's Wheeling Use" shall mean the applicable rate and percentage stated in Seller's Currently Effective Rates or at a reduced rate below Seller's Currently Effective Rates as posted on Seller's Interactive Website multiplied by the quantity of Gas scheduled for the account of Customer.
- 6.1.43 The term "Seller's Withdrawal Use" shall mean the applicable percentage stated in Seller's Currently Effective Rates multiplied by the quantity of Gas withdrawn from storage for the account of Customer.
- 6.1.44 The term "Service Day" shall mean the Gas Day during which Customer receives Service pursuant to a nomination in accordance with Section 6.4 of these General Terms and Conditions.
- 6.1.45 The term "South Lateral" shall mean the pipeline lateral owned and operated by Seller that extends in a southerly direction for approximately 23.7 miles from Seller's Central Compressor Station in Tioga County, New York to a junction with the MARC I Facilities and the TGP Interconnect.
- 6.1.46 The term "Storage Service" shall mean the storage of Gas, consisting of injection, withdrawal and reservoir capacity.

- 6.1.47 The terms "Tender", "Tender Gas" and "Tender of Gas" shall mean that the delivering party is able and willing, and offers, to deliver Gas to or for the account of the receiving party at the Point of Injection/ Withdrawal and/or the Point of Receipt/Delivery.
- 6.1.48 The term "TGP" shall mean Tennessee Gas Pipeline Company, L.L.C.
- 6.1.49 The term "TGP Interconnect" shall mean the meter(s) at the point(s) of interconnect between Seller's South Lateral, the MARC I Facilities and the facilities of TGP at or near Station 319 in Bradford County, Pennsylvania.
- 6.1.50 The Term "Transporter" shall mean a third-party pipeline designated by Customer to deliver Gas for Customer's account to the Point(s) of Receipt or to receive Gas for Customer's account at the Point(s) of Delivery.
- 6.1.51 The term "Transco" shall mean Transcontinental Gas Pipe Line Company, LLC.
- 6.1.52 The term "Transco Interconnect" shall mean the meter at the point of interconnect between Seller's MARC I Facilities and the facilities of Transco in Lycoming County, Pennsylvania, approximately 8 miles west of Transco Compressor Station 517.
- 6.1.53 The terms "Transportation Service" and "Transportation" shall mean the movement of Gas across Seller's pipeline facilities, including by forward haul, back-haul and displacement, provided under Rate Schedules MARC I FTS, FTS-2 or MARC I ITS.
- 6.1.54 The term "Usage Charges" shall mean all variable charges associated with the injection/withdrawal, Wheeling or Transportation of Gas by Seller, including power costs associated with electric drive compressors.
- 6.1.55 The terms "Wheeling Service" and "Wheeling" shall mean transportation of Gas across Seller's facilities (not including Seller's MARC I Facilities) provided under Rate Schedules FWS or IWS.
- 6.1.56 The term "Wire Transfer" shall mean payments made/effectuated by wire transfer (Fedwire, CHIPS, or Book Entry), or Automated Clearinghouse, or any other recognized electronic or automated payment mechanism that is agreed upon by Seller in the future.
- 6.1.57 The term "Working Storage Gas" shall mean the quantity of Gas, other than Base Gas, held in storage at any given time, by Seller, for the account of Customer.

6.2 GENERAL TERMS AND CONDITIONS -  
REQUESTS FOR SERVICE

6.2 REQUESTS FOR SERVICE

6.2.1 Requests. To qualify for Storage Service, Wheeling Service or Transportation Service, a potential Customer shall submit a request for such service via Seller's Interactive Website or by alternate electronic means acceptable to Seller. Such a request shall be considered acceptable only if the information specified in Section 6.2.3 below is provided in writing, but Seller may waive all or any portion of such information in individual instances when the information is already in the possession of Seller. Seller shall evaluate and respond to such request as soon as is reasonably possible. In no event shall Seller be required to accept a request for service at (i) rates less than the applicable maximum recourse rates for services subject to cost-based rates, or (ii) at rates that do not yield an acceptable return to Seller for services subject to market-based rates. If such request for service is approved by Seller, Seller and Customer shall enter into an Agreement as set forth in Section 6.2.6 of these General Terms and Conditions.

6.2.2 Reserved for Future Use

6.2.3 Form of Request for Service

- (a) Each request, to be considered as an acceptable and valid request, must furnish the applicable portion of that information set forth in Seller's Service Request Form posted on Seller's Interactive Website, which may be changed from time to time and reissued by Seller. Customer shall submit the required information using the Service Request Form via Seller's Interactive Website or by alternate electronic means acceptable to Seller. Information that Seller may request includes the items specified in subsections (b) through (h) below.
- (b) Requestor's Identification: Name, address, representative, telephone number of party requesting service.
- (c) Customer's Identification: (Note: The "Customer" is the party which proposes to execute the Agreement).
  - (1) Name, address, representative and telephone number of Customer;
  - (2) A statement of whether Customer is a local distribution company, an intrastate pipeline, an interstate pipeline, marketer/broker, producer, end user or other type of entity (which shall be described);



- (3) A statement of whether Customer is acting for itself or as agent for someone else (who must be named); and
- (4) A statement of whether Customer is a Replacement Customer and the contract number under which Replacement Customer is requesting service.
- (d) Type of Service(s) Requested: Specify which Rate Schedule service is desired.
- (e) Requested Service Quantities, as applicable to the specific Rate Schedule under which service is requested (stated in Dekatherms) .
- (f) Term of Service:
  - (1) Date service is requested to commence.
  - (2) Date service is requested to terminate.
- (g) Certified Statement: A certified statement that Customer has, or will have, by the time of execution of an Agreement with Seller, title to, or the legal right to cause to be delivered to Seller, for Storage, Wheeling, or Transportation Services, the Gas which is to be delivered to Seller and facilities or contractual rights which will cause such Gas to be delivered to and received from Seller.
- (h) Credit Evaluation:
  - (1) Customer's Bank References.
  - (2) Customer should submit year end audited financial statements of Customer (if available) together with the latest quarterly report. If audited financial statements are not available, Customer should furnish unaudited financial statements. In such event, Seller may request additional credit information.
  - (3) Customer's Affiliates, including parent, subsidiaries of parent and of such subsidiaries, and subsidiaries of Customer.
  - (4) In the event proceedings have been commenced by or against such Customer for any relief under any bankruptcy or insolvency law, or any law relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangement, composition or extension; or in the event a decree or order of a court having jurisdiction in the premises for the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of such Customer, or of a substantial part of its property, or for the winding up or liquidation of its affairs,

shall have been entered, or any substantial part of the property of such Customer shall be sequestered or attached and shall not be returned to the possession of such Customer or released from such attachment within thirty (30) days thereafter; or in the event such Customer shall make a general assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due, Customer shall be required to fully disclose any and all actions regarding the above described proceedings against Customer or related parties defined in (3) above, in its request for service.

- (5) Any other information requested by Seller pursuant to Section 6.11.5 of the General Terms and Conditions.

6.2.4 Discounted and Negotiated Rate Agreements.

- (a) For services under Rate Schedules MARC I FTS, FTS-2, MARC I ITS, ITS-2 and FWS, Seller may agree to charge discounted rates. In no event shall Seller be obligated to agree to charge discounted rates. Any discounted rates that Seller may agree to shall be limited to the rate components, path, Receipt and Delivery Points, quantity and to the term Seller expressly agrees to in writing.
- (b) For services under Rate Schedules MARC I FTS, FTS-2, MARC I ITS, ITS-2 and FWS, Seller and Customer may mutually agree in writing to rates, rate components, charges, or credits, that differ from those rates, rate components, charges, or credits, that are otherwise prescribed, required, established or imposed by the applicable Rate Schedule or by any other applicable provision of Seller's FERC Gas Tariff. If Seller agrees to such differing rates, rate components, charges, or credits (referred to hereinafter and in this FERC Gas Tariff as "Negotiated Rates"), then the Negotiated Rate(s) shall be effective only for the period agreed upon by Seller. During such period, the Negotiated Rate(s) shall govern and apply to the Customer's service and the otherwise applicable rate, rate component, charge, or credit, which the parties have agreed to replace with the Negotiated Rate(s), shall not apply to, or be available to, Customer. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Customer. Only those rates, rate components, charges, or credits, identified by Seller and Customer in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by the applicable Rate Schedule or Seller's FERC Gas Tariff shall remain in effect. Seller shall make any FERC filings necessary to effectuate a

Negotiated Rate. Any Negotiated Rates that Seller may agree to shall be limited to the rate components, path, Receipt and Delivery Points, quantity and to the term Seller expressly agrees to in writing.

(c) Discount Adjustments for Negotiated Rate Agreements.

Seller may seek a discount adjustment to recourse rates for negotiated rate agreements to the extent that Seller can meet the standards required of an affiliate discount-type adjustment, including requiring that Seller has the burden of proving that the discount was required to meet competition. Accordingly, Seller shall be required to demonstrate that a discount type adjustment does not have an adverse impact on recourse rate shippers by:

- (1) Demonstrating that, in the absence of Seller's entering into such negotiated rate agreement: (A) Seller would not have been able to contract for such capacity at any higher rate(s); and (B) recourse rates would otherwise be as high or higher than recourse rates which result after applying the discount adjustment; or
- (2) Making another comparable showing that the negotiated rate contributes more to fixed costs recovery to the system than could have been achieved without the negotiated rate.

6.2.5 Subsequent Information.

- (a) If any of the events or actions described in 6.2.3(h) (4) above, shall be initiated or imposed during the term of service hereunder, Customer shall provide notification thereof to Seller within two (2) Business Days of any such initiated or imposed event or action. Customer shall also provide, forthwith, such additional Customer credit information as may be reasonably required by Seller, at any time during the term of service hereunder, to determine Customer's creditworthiness.
- (b) After receipt of a request for Storage, Wheeling, or Transportation Service hereunder, Seller may require that Customer furnish additional information as a prerequisite to Seller offering to execute an Agreement with Customer. Such information may include proof of Customer's title to the Gas involved and/or its legal right to cause the Gas to be delivered to Seller for Storage, Wheeling or Transportation Services, and of Customer's contractual and/or physical ability to cause such Gas to be delivered to and received from Seller.

- 6.2.6 Electronic Execution of Agreements and Request Validity. Following Seller's approval of a request for service and the award of service to Customer pursuant to Seller's FERC Gas Tariff, Seller shall tender Agreement for execution by Customer electronically via Seller's Interactive Website. Seller shall also send the Agreement to Customer via another electronic medium if Customer is not connected to Seller's Interactive Website. Customer shall execute the Agreement on-line on Seller's Interactive Website or if Customer is not connected to Seller's Interactive Website, Customer shall return the executed Agreement to Seller via electronic mail. Customer's request for Storage, Wheeling, or Transportation Service shall be considered null and void if Seller has tendered an Agreement for execution to Customer and Customer fails to execute the Agreement within thirty (30) days thereafter. Seller will not execute an Agreement under Rate Schedules FSS, FWS, MARC I FTS, or FTS-2 for which it does not have sufficient available capacity. If sufficient capacity is available, but Customer does not desire to or cannot begin Storage, Wheeling, or Transportation Service within thirty (30) days after the date the request is made pursuant to Section 6.2.1 of these General Terms and Conditions, or such other period as the parties may agree to in writing, then Seller may deem such request null and void.
- 6.2.7 Customer's Performance. If a Customer that has executed an Agreement for service under Rate Schedules ISS, PAL, IWS, MARC I ITS or ITS-2 fails, on the later of the date service is to commence or fifteen (15) days after Customer executes the Agreement or the completion of construction of any necessary facilities or the issuance of any necessary governmental authorization, to nominate, pursuant to Section 6.4.1 of these General Terms and Conditions, a quantity of Gas for Storage, Wheeling, or Transportation Service, or fails, having nominated a quantity of Gas and Seller having scheduled the quantity for Storage, Wheeling, or Transportation Service, pursuant to Section 6.4.3 of these General Terms and Conditions, to Tender such Gas for Storage, Wheeling, or Transportation Service on the date it is scheduled, Seller may terminate Customer's Agreement and Customer's request for service shall be deemed null and void; provided, however, that the Customer's Agreement shall not be terminated nor shall the Customer's request for service be deemed null and void if the Customer's failure to nominate or Tender is caused by an event of force majeure on Seller's system, as defined in Section 6.9 of these General Terms and Conditions.
- 6.2.8 Complaints. Customers are encouraged to resolve any disputes informally with their designated customer representatives. In the event that a Customer or potential Customer has a complaint relative to service under this FERC Gas Tariff, the Customer shall:
- (a) Provide a written description of the complaint, including the identification of the storage, wheeling, or

transportation request (if applicable), and communicate it to the Director of Transportation Services. Contact information for the Director of Transportation Services is provided on Seller's Interactive Website.

(b) Within forty-eight (48) hours, or two Business Days, whichever is later from the day of receipt of a complaint, Seller will respond initially to the complaint and Seller shall respond in writing within thirty (30) days advising Customer or potential Customer of the disposition of the complaint.

6.2.9 Information. Information regarding services rendered and capacity available under this FERC Gas Tariff may be obtained from Seller's Interactive Website. In addition, any person may request information on the pricing or other terms of service and/or capacity availability using the contact information posted on Seller's Interactive Website.

6.2.10 Relationship with Marketing Affiliates. Information on affiliates that employ or retain marketing function employees and information on facilities shared by marketing function employees and Seller's transmission function employees is available on Seller's Interactive Website.

6.3 GENERAL TERMS AND CONDITIONS - STORAGE / WHEELING / TRANSPORTATION  
SERVICE

6.3 STORAGE / WHEELING / TRANSPORTATION SERVICE

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

6.4 GENERAL TERMS AND CONDITIONS -  
NOMINATIONS, SCHEDULING AND ALLOCATION

6.4 NOMINATIONS, SCHEDULING AND ALLOCATION

6.4.1 Nominations

- (a) Seller will accept nominations for Storage, Wheeling, or Transportation Service as provided herein. A valid nomination is a data set which contains, at a minimum, the mandatory data elements included in the NAESB Standards related to nominations, and any additional Seller-required data elements. All Standard and Intra-Day Nominations for service shall be made via Seller's Interactive Website. Seller will support the receipt of nominations, via Seller's Interactive Website in a manner designed to enable Customers to submit nominations seven days a week, twenty-four hours a day.

Each nomination shall indicate whether it is being submitted as a Timely or Intra-Day Nomination. The standard quantity for nominations, confirmations and scheduling is Dekatherms per Gas Day.

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

- (b) Timely Nominations. A "Timely Nomination" is a nomination for Storage, Wheeling, or Transportation Service for any Gas Day. The Timely Nomination shall include a begin date and end date, which must be within the term of Customer's service agreement. Each Gas Day within a date range nomination is considered an original nomination. Subsequent nomination for one or more Gas Days within the range supersede only the Gas Days specified. The Gas Days outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only. Customer shall inform Seller in advance of each Month of the desired order of priority of injections, withdrawals, Wheeling or Transportation Services under each Agreement and Seller may rely thereon (or in the absence of such information, upon Seller's judgment) if allocation under such Agreement is required.
- (c) Timely Nomination Cycle. The timetable for Timely Nominations shall be as follows (Central Clock Time on the Day prior to gas flow):
- 1:00 p.m. Nominations leave control of the Customer;

- 1:15 p.m. Nominations are received by Seller (including from Title Transfer Tracking Service Providers ("TTTSPs"));
- 1:30 p.m. Seller sends the Quick Response to the Customer;
- 4:30 p.m. Seller receives completed confirmations from Confirming Parties;
- 5:00 p.m. Customer and Point Operator receive scheduled quantities from Seller.

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

In addition, at the end of each Gas Day, Seller shall provide the final scheduled quantities for the just completed Gas Day. Seller, pursuant to NAESB Standards 1.7.x, will send an end of Gas Day Scheduled Quantity document. Receivers of the end of Gas Day Scheduled Quantity document can waive Seller's sending of the Scheduled Quantity document. Seller, as receiver of nominations, initiates the confirmation process. The party receiving a request for confirmation or an unsolicited confirmation response may waive the obligation of Seller to send. The sending party will adhere to nomination, confirmation and scheduling deadlines. The party receiving the communication shall have the right to waive any deadline, on a non-discriminatory basis.

#### 6.4.2 Intra-Day Nominations

- (a) An "Intra-Day Nomination" is a nomination submitted after the Timely Nomination deadline whose effective time is no earlier than the beginning of the Gas Day and runs through the end of that Gas Day. An Intra-Day Nomination shall be effective for one (1) Gas Day only. Intra-Day Nominations may be used to nominate new injections, withdrawals, Wheeling, or Transportation Service. The nomination process set forth in Section 6.4.1(a) shall apply to the Intra-Day nominations. An Intra-Day quantity shall be a revised daily quantity.

Timetables for Intra-Day Nominations shall be as follows:

(1) The Evening Nomination Cycle

On the day prior to gas flow:

- 6:00 p.m. Nominations leave control of the Customer;
- 6:15 p.m. Nominations are received by Seller (including from TTTSPs);
- 6:30 p.m. Seller sends the Quick Response to the Customer;



- 8:30 p.m. Seller receives completed confirmations from Confirming Parties;
- 9:00 p.m. Seller provides scheduled quantities to the affected Customer and Point Operator, including bumped parties (notice to bumped parties).

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

(2) The Intraday 1 Nomination Cycle

On the current Gas Day:

- 10:00 a.m. Nominations leave control of the Customer;
- 10:15 a.m. Nominations are received by Seller (including from TTTSPs);
- 10:30 a.m. Seller sends the Quick Response to the Customer;
- 12:30 p.m. Seller receives completed confirmations from Confirming Parties;
- 1:00 p.m. Seller provides scheduled quantities to the affected Customer and Point Operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 1 Nominations should be effective at 2:00 p.m. on the current Gas Day.

(3) The Intraday 2 Nomination Cycle

On the current Gas Day:

- 2:30 p.m. Nominations leave control of the Customer;
- 2:45 p.m. Nominations are received by Seller (including from TTTSPs);
- 3:00 p.m. Seller sends the Quick Response to the Customer;
- 5:00 p.m. Seller receives completed confirmations from Confirming Parties;
- 5:30 p.m. Seller provides scheduled quantities to the affected Customer and Point Operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 2 Nominations should be effective at 6:00 p.m. on the current Gas Day.

(4) The Intraday 3 Nomination Cycle

On the current Gas Day:

- 7:00 p.m. Nominations leave control of the Customer;
- 7:15 p.m. Nominations are received by Seller (including from TTTSPs);
- 7:30 p.m. Seller sends the Quick Response to the Customer;
- 9:30 p.m. Seller receives completed confirmations from Confirming Parties;
- 10:00 p.m. Seller provides scheduled quantities to the affected Customer and Point Operator.

Scheduled quantities resulting from Intraday 3 Nominations should be effective at 10:00 p.m. on the current Gas Day. Bumping is not allowed during the Intraday 3 Nomination Cycle.

For purposes of (1), (2), (3), and (4) above, the word "provides" shall mean, for transmittals pursuant to NAESB WGQ Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

An Intra-Day Nomination is subject to Operator's confirmations and Seller's operating conditions. If Operator confirmation is not received, the Intra-Day Nomination will not be accepted. Seller will not accept a reduced Intra-Day Nomination for any quantity deemed already delivered based on an average hourly flow.

- (b) Notice of any nomination changes to a Customer and/or Customer's agent, will be provided by Seller via Seller's Interactive Website. Where an interruptible Customer's nomination is bumped by a firm Customer's Intra-Day Nomination, Seller shall provide notice of such bump to the interruptible Customer in the same manner that Seller uses to notify Customers of OFOs.
- (c) Out of Cycle Nominations. Seller shall use reasonable efforts to accommodate a Customer's request for changes to its Timely or Intra-Day Nomination after the nomination deadlines set forth in Section 6.4.1 (c) or Section 6.4.2(a) of these General Terms and Conditions, provided that (i) a Customer request is received prior to the end of

the applicable Gas Day; (ii) confirmation of the receipt and delivery quantities is obtained from the affected point operator(s); (iii) it is operationally feasible for Seller to accommodate the requested change; and (iv) other Customers' entitlements are not bumped as a result of such request. If such request is approved by Seller prior to the Intraday 3 nomination deadline, the requesting Customer will be required to submit a nomination that reflects the approved change(s) on the next available nomination cycle. If such request is approved by Seller after the Intraday 3 nomination deadline, Seller shall adjust the requesting Customer's scheduled quantity to reflect the approved change(s).

6.4.3 Scheduling and Allocation of Storage, Wheeling and Transportation Services

For each Gas Day, Seller will schedule receipts, injections, withdrawals, deliveries, storage, parking, loaning, wheeling and transportation of Gas, on the basis of: Storage, Wheeling, and Transportation Service nominations made by Customers (which Seller is hereby authorized to rely upon in its scheduling); storage, wheeling, and transportation capacity available on Seller's system; and overall operating conditions from time to time. If, on any Gas Day, Seller determines that the capacity of any portion of its system is insufficient to serve all storage, wheeling, and transportation nominations submitted for such Gas Day, capacity shall be allocated to provide service in the following order:

- (a) Firm Storage Service, Firm Wheeling Service, and Firm Transportation Service shall have first priority in scheduling. In scheduling firm service nominations on any Gas Day when capacity on Seller's system is constrained such that Seller cannot accommodate all firm service nominations, Seller shall allocate service on a pro rata basis to those firm Customers nominating services on such Gas Day as follows:
  - (1) In scheduling firm storage nominations on any Gas Day when storage injection or withdrawal capacity is constrained, Seller shall allocate service on a pro rata basis to those firm Storage Service Customers nominating service on such Gas Day based upon each Customer's contracted Maximum Daily Injection or Withdrawal Quantities, as applicable, compared to the contracted Maximum Daily Injection or Withdrawal Quantities of all other Customers nominating service on such Gas Day.
  - (2) Subject to Section 6.4.3(a)(3), in scheduling nominated quantities for firm Storage, Transportation and Wheeling Services hereunder on any Gas Day when capacity on the North/South Laterals and/or MARC I

Facilities is constrained, Seller shall allocate service on a pro rata basis to those Customers nominating service on such Gas Day under firm Storage, Transportation and Wheeling Service Rate Schedules based upon such Customers' respective contracted maximum daily contractual quantities (injection, withdrawal, transportation or wheeling, as applicable) compared to the applicable maximum daily contractual quantities of all other Customers nominating firm service under such Rate Schedules on such Gas Day. When capacity is constrained on only a portion of Seller's system, capacity will be prorated based on the maximum daily contractual quantities of the Customers nominating firm service on the affected portion of Seller's system on such Gas Day.

- (3) Subject to the segmentation provisions of this FERC Gas Tariff, nominated firm service quantities shall be scheduled in the following order, subject to available capacity:
  - (i) from a primary Point of Receipt to a primary Point of Delivery;
  - (ii) for services using a secondary Point of Receipt and/or a secondary Point of Delivery, for a constraint within the Primary Path, if the nominated path is in the same flow direction as the Primary Path, and the nominated path overlaps the Primary Path at the point of constraint; and
  - (iii) for all other services using a secondary Point of Receipt and/or a secondary Point of Delivery.
- (b) Term Rate PAL on the basis of the economic value to Seller. The transaction having the highest economic value to Seller shall be scheduled first. Customer transactions with equal economic value to Seller shall be scheduled pro rata.
- (c) Daily Rate PAL and all other interruptible services shall be scheduled only after all firm and Term Rate PAL services have been scheduled. Scheduling priorities on Seller's system for interruptible Storage, Transportation and Wheeling Services and nominations for Overrun Quantities, Excess Injection Gas, Excess Withdrawal Gas and Excess Wheeling Gas (including nominations for overrun and excess services under firm service and PAL Rate Schedules), shall be based on the economic value to Seller. The transaction having the highest economic value to Seller shall be scheduled first. Customer transactions with equal economic value to Seller shall be scheduled pro rata.

- (d) For constraints that develop after scheduling such that Seller is unable to accommodate all of the scheduled nominations, Seller shall interrupt services using the reverse order of the scheduling priorities stated above; provided that once scheduled, firm services utilizing secondary points will be afforded the same priority as firm services utilizing only primary points.

6.4.4 Delivery of Gas.

- (a) Storage. Seller, subject to the other provisions hereof, shall make daily delivery of Equivalent Quantities of Gas at the Point(s) of Delivery in accordance with Seller's scheduled deliveries.
- (b) Wheeling and Transportation. Seller subject to the other provisions hereof, shall make daily redelivery of Equivalent Quantities of Gas at the Point(s) of Delivery in accordance with Customer's scheduled deliveries to Seller at the Point(s) of Receipt.

6.4.5 Hourly Variation. Injections and withdrawals, receipts at the Point(s) of Receipt and deliveries at the Point(s) of Delivery shall be made at uniform hourly rates (1/24 of the daily quantity). As determined by Seller in its sole and reasonable judgment, flow rates above 1/24 of the daily quantity may be permitted.

6.4.6 Limitation on Obligation. Should the quantities of Gas received from Customer(s) by Seller -

- (a) at the Point(s) of Receipt exceed the Customer's Maximum Daily Injection Quantity plus the Seller's Injection Use, or
- (b) at the Point(s) of Receipt exceed -
  - (i) the Customer's Maximum Daily Interruptible or Firm Wheeling Quantity plus Seller's Wheeling Use, or
  - (ii) the Customer's Maximum Daily Interruptible or Firm Transportation Quantity plus Seller's Transportation Use.

Seller shall notify Customer(s) of such fact within a reasonable time after such becomes known, and Customer(s) shall seek to reduce deliveries to Seller forthwith. In the event any such excess delivery would jeopardize the safety of Seller's operations and/or its ability to meet its contract commitments to others, such decisions being solely within the judgment and discretion of Seller, Seller shall have the right to refuse to accept, without any liability to Customer, or any other person, all or such part of said excess delivery as Seller deems necessary, and shall notify Customer accordingly.

6.4.7 Reduction in Maximum Storage Quantity. In the event that Customer nominates or utilizes less than 50% of its Maximum Storage Quantity under Rate Schedule ISS for a period of one (1) year, Seller may reduce Customer's Maximum Storage Quantity to 125% of the average utilization during such year, which new Maximum Storage Quantity, as applicable, shall be effective on the first Gas Day of the Month following the Month in which Seller gives Customer notice of such reduction.

6.5 GENERAL TERMS AND CONDITIONS - PRESSURE

6.5 PRESSURE

- 6.5.1 Pressure. Unless otherwise agreed to by the parties as set forth in the Service Agreement, Customer shall cause the Gas to be delivered at the Point(s) of Receipt at a pressure sufficient to allow the Gas to enter Seller's system at the varying pressures that may exist in such system from time to time; provided, however, that such pressure of the Gas delivered or caused to be delivered by Customer shall not exceed the Maximum Allowable Operating Pressure ("MAOP") which Seller specifies for a Point of Receipt. In the event the MAOP of Seller's system, at a Point of Receipt hereunder, is from time to time increased or decreased, then the MAOP of the Gas delivered or caused to be delivered by Customer to Seller at the Point of Receipt shall be correspondingly increased or decreased upon notification by Seller to Customer. Unless otherwise agreed to by the parties as set forth in the Service Agreement, Seller shall Tender the Gas to or for the account of Customer at the Point(s) of Delivery hereunder, at Seller's prevailing line pressure as such may vary from time to time.
- 6.5.2 Seller may agree on a nondiscriminatory basis to minimum and maximum pressure provisions. Any such requirement shall be set forth in the Customer's service agreement and shall not constitute a non-conforming term in the service agreement.

6.6 GENERAL TERMS AND CONDITIONS -  
MEASUREMENT AND MEASUREMENT EQUIPMENT

6.6 MEASUREMENT AND MEASUREMENT EQUIPMENT

- 6.6.1 (a) The volume of Gas delivered to Seller hereunder or redelivered to or for the account of Customer hereunder shall be measured by:
- (1) An orifice meter, designed, installed maintained and operated as recommended in the latest issue of American National Standard ANSI/API 2530 (American Gas Association Gas Measurement Report No. 3), entitled "Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids", as such publication may be revised from time to time ("AGA Report No. 3"); or
  - (2) A turbine meter, designed, installed, maintained and operated as recommended in the latest issue of American Gas Association Transmission Measurement Committee Report No. 7, entitled "Measurement of Fuel Gas by Turbine Meters," as such publication may be revised from time to time ("AGA Report No. 7");
  - (3) A positive displacement meter, installed and operated in accordance with generally accepted industry practices; or
  - (4) A multipath electronic flow meter designed, installed, maintained and operated in accordance with American Gas Association Transmission Measurement Committee Report No. 9 entitled "Measurement of Gas by Multipath Ultrasonic Meters," as such publication may be revised from time to time ("AGA Report No. 9").
- (b) Auxiliary measuring equipment shall be installed, maintained and operated in accordance with generally accepted industry practices.
- 6.6.2 (a) The volume of Gas delivered to Seller or redelivered to or for the account of Customer shall be calculated by means of either an electronic flow computer, or by the processing of meter charts, in either case in the following manner:
- (1) When the measuring equipment is an orifice meter, the flow of Gas through the meter shall be computed in the manner recommended in AGA Report No. 3, properly using all factors set forth therein.
  - (2) When the measuring equipment is a turbine meter, the volume of Gas delivered through the meter shall be computed in the manner recommended in AGA Report No. 7, properly using all factors set forth therein.



- (3) When the measuring equipment is a positive displacement meter, the volume of Gas delivered through the meter shall be computed by properly applying, to the volume delivered at flowing gas pressures and temperatures, correction factors for (i) absolute static pressure, (ii) flowing Gas temperature, and (iii) compressibility ratio.
  - (4) A multi-path electronic flow meter designed, installed, maintained and operated in accordance with AGA Report No. 9.
- (b) The volume of Gas injected or withdrawn hereunder, or received and redelivered hereunder shall be computed using the standards and factors determined as follows:
- (1) The unit of volume for the purpose of measurement shall be one thousand cubic feet of Gas at a pressure of 14.73 pounds per square inch absolute, a temperature of sixty degrees (60°) Fahrenheit, and dry. The Dekatherm equivalent of such unit of volume shall be determined by multiplying each such unit of volume by the total heating value per cubic foot of the Gas delivered hereunder (adjusted to a common temperature and pressure base) and by dividing the result by one thousand (1,000).
  - (2) The average absolute atmospheric (barometric) pressure at the Point of Injection/Withdrawal or the Points of Receipt and Delivery shall be assumed to be equal to 14.4 pounds per square inch.
  - (3) The flowing temperature of the Gas shall be determined by means of an instrument of standard manufacture accepted in the industry for this purpose.
  - (4) The supercompressibility factor used in computing the volume of Gas delivered through an orifice meter shall be determined in a manner which yields results consistent with the results produced by the procedures presented in the American Gas Association Transmission Measurement Committee Report No. 8 entitled "Compressibility and Supercompressibility for Natural Gas and Other Hydrocarbon Gases."
  - (5) The specific gravity of the Gas used in computing the volume of Gas delivered through a meter shall be determined by one of the following methods:
    - (i) At intervals of not more than six (6) Months, by means of an instrument of standard manufacture accepted in the industry for this purpose using a sample of Gas from the Gas

stream at the Point of Injection/Withdrawal or the Points of Receipt and Delivery.

- (ii) By means of an instrument of standard manufacture accepted in the industry for this purpose installed at a point to measure the specific gravity of the Gas stream from which Gas is being delivered at the Point of Injection/Withdrawal.
- (6) The compressibility ratio factor "s" used in computing the volume of Gas delivered through a turbine meter or a positive displacement meter shall be determined by the equation  $s = (Fpv)^2$ , in which "Fpv" is the supercompressibility factor determined as described in subparagraph (4) of this subsection (b).
- (7) In determining the flowing temperature factor, supercompressibility factor, and compressibility ratio factor "s" for use in computing the volume of Gas delivered through a meter, the flowing gas temperature for only the period(s) of time that Gas was flowing through the meter shall be used.

6.6.3 All flow, measuring, testing and related equipment shall be of standard manufacture and type approved by Seller. If applicable, Seller or Customer may install check measuring equipment, provided that such equipment shall be so installed as not to interfere with the operations of the Operator. Seller, or Customer, in the presence of the other party, shall have access to measuring equipment at all reasonable times, but the reading, calibrating, and adjusting thereof and the changing of charts, if any, shall be done by the Operator. Seller or Customer shall have the right to be present at the time of the installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done by the Operator of the measuring equipment. The records from such measuring equipment shall remain the property of the Operator, but upon request, the other party may request records, including charts, if any, together with calculations therefrom for inspection, subject to return within thirty (30) days after receipt thereof. Reasonable care shall be exercised in the installation, maintenance and operation of the measuring equipment so as to avoid any inaccuracy in the determination of the volume of Gas injected and withdrawn or received and redelivered. The accuracy of all measuring equipment shall be verified by Operator at reasonable intervals, and if requested, in the presence of representatives of the other party, but neither Seller nor Customer shall be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period.

If either party at any time desires a special test of any measuring equipment, it will promptly notify the other party and the parties shall then cooperate to secure a prompt verification of the accuracy of such equipment. Transportation and related expenses involved in the testing of meters shall be borne by the party incurring such expenses.

The Operator, for purposes of this section, shall be the owner of the equipment referenced herein, or the agent of such owner, or such other person as the parties may agree in writing. If, upon any test, Operator's measuring equipment is found to be in error, such errors shall be taken into account in a practical manner in computing the deliveries. If the resultant aggregate error in the computed receipts or deliveries is not more than 0.5% for chromatograph or calorimeter and two percent (2%) for other measuring equipment, then previous receipts or deliveries shall be considered accurate. All equipment shall, in any case, be adjusted at the time of test to record correctly. If, however, the resultant aggregate error in computing receipts or deliveries exceeds 0.5% for chromatograph or calorimeter and two percent (2%) for other measuring equipment, at a recording corresponding to the average hourly rate, of Gas flow rate for the period since the last preceding test, the previous recordings of such equipment shall be corrected to zero error for any period which is known definitely or agreed upon, such correction shall be for a period extending over one-half of the time elapsed since the date of the last test.

6.6.4 In the event any measuring equipment is out of service, or is found registering inaccurately and the error is not determinable by test, previous recordings of injections or withdrawals or receipts and deliveries through such equipment shall be determined as follows; provided, however, that the correction period shall not exceed one (1) year:

- (a) by using the registration of any check meter or meters if installed and accurately registering, or in the absence of (a);
- (b) by correcting the error if the percentage of error is ascertainable by calibration, special test or mathematical calculation, or in the absence of both (a) and (b) then;
- (c) by estimating the quantity of receipt or delivery based on receipts or deliveries during preceding periods under similar conditions when the meter was registering accurately.

6.6.5 If a new method or technique is developed with respect to Gas measurement or the determination of the factors used in such Gas measurement, such new method or technique may be substituted upon mutual agreement thereto by both parties.

- 6.6.6 The parties agree to preserve for a period of at least three (3) years or such longer period as may be required by public authority, all test data, charts, if any, and other similar records.
- 6.6.7 In accordance with the provisions of Sections 6.6.3 and 6.6.4 of the General Terms and Conditions, Seller will use the best information available to close its allocation of quantities for a service Month. The cutoff for the closing of measurement is five (5) Business Days after the business Month. To the extent that adjustments are made after the date of such close such adjustments ("Prior Period Adjustments" or "PPA") shall be treated under this Section 6.6.7. If the PPA are due to the correction of measurement data or reallocation of volumes, such adjustments should be processed within six (6) Months of the applicable service Month. If the affected party disputes the as-adjusted quantity it is entitled to rebut the basis for the PPA, but only if it does so within three (3) Months of the processing of the as-adjusted quantity. Notwithstanding the above specified deadlines for processing/rebutting PPA, such deadlines shall not apply in the case of deliberate omission or misrepresentation or mutual mistake or fact. Parties' other statutory or contractual rights shall not be diminished by this standard.

6.7 GENERAL TERMS AND CONDITIONS - QUALITY

6.7 QUALITY

6.7.1 Heat Content. Heat content shall mean the gross heating value per cubic foot of Gas received or delivered hereunder. Such Gas shall have a heat content not less than 967 Btu per cubic foot nor more than 1100 Btu when determined on a dry basis. Seller shall have the right to waive such Btu content limits if, in Seller's sole opinion, Seller is able to accept Gas with a Btu content outside such limits without affecting Seller's operations. The total heating value per cubic foot of Gas shall be determined by one of the following methods:

- (a) by means of an instrument of standard manufacture installed to measure the heating value of the Gas.
- (b) at intervals of not more than six (6) Months by means of an instrument of standard manufacture and a sample of Gas from the Gas stream.
- (c) other method mutually agreed upon by both parties.

For the purpose of calculating injections and withdrawals, or receipts and deliveries, the heat content of the Gas so determined at each such point shall be deemed to remain constant at such point until the next determination. The unit of quantity for the purpose of determining total heating value shall be one (1) cubic foot of anhydrous Gas at a temperature of sixty degrees (60) Fahrenheit and an absolute pressure of 14.73 psia, dry.

6.7.2 Freedom from Objectionable Matter. The Gas tendered for injection and withdrawal, or receipt hereunder:

- (a) shall be commercially free, at prevailing pressure and temperature in Seller's equipment and facilities, from objectionable odors, dust or other solid or liquid matter which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters and other equipment and facilities of Seller;
- (b) shall not contain more than one quarter (.25) grain of hydrogen sulfide per one hundred (100) cubic feet of Gas, as determined by methods prescribed in Standards of Gas Service, Circular of the National Bureau of Standards, No. 405, page 134 (1934 edition), and shall be considered free from hydrogen sulfide (H<sub>2</sub>S) if a strip of white filter paper, moistened with a solution containing five percent (5%) by weight of lead acetate, is not distinctly darker than a second paper freshly moistened with the same solution, after the first paper has been exposed to the Gas for one and one-half (1-1/2) minutes in an apparatus of

approved form, through which the Gas is flowing at the rate of approximately five (5) cubic feet per hour, the Gas from the jet not impinging directly upon the test paper; or the H<sub>2</sub>S content may be determined by an instrument of approved type and by approved methods agreeable to the parties;

- (c) shall not contain more than twenty (20) grains of total sulfur (including the sulfur in any hydrogen sulfide and mercaptans) per one hundred (100) cubic feet of Gas;
- (d) shall not at any time have an oxygen content in excess of two-tenths of one percent (0.20%) by volume and the parties hereto shall make every reasonable effort to keep the Gas free of oxygen;
- (e) shall not contain more than four percent (4%) by volume of a combined total of carbon dioxide and nitrogen components; provided, however, that the total carbon dioxide content shall not exceed three (3%) by volume;
- (f) shall have a temperature of not more than one hundred twenty degrees (120°) Fahrenheit;
- (g) shall have been dehydrated for removal of entrained water present therein in a vapor state, and in no event contain more than seven (7) pounds of entrained water per million cubic feet, at a pressure base of fourteen and seventy three hundredths (14.73) pounds per square inch and a temperature of sixty degrees (60°) Fahrenheit as determined by dew-point apparatus approved by the Bureau of Mines or such other apparatus as may be mutually agreed upon;
- (h) shall not contain any polychlorinated biphenyls; and
- (i) for gas received at any Intermediate Point, shall not have a cricondenthem hydrocarbon dew point ("HDP"), determined in accordance with approved methods in use in the natural gas industry using apparatus approved by Seller, greater than 15°F at the operating pressures prevailing in Seller's system. The term "Intermediate Point" means any North Lateral Intermediate Point and any South Lateral Intermediate Point as such terms are defined in the FSS, ISS and FWS Rate Schedules, and any "MARC I Intermediate Point" as such term is defined in the MARC I FTS and MARC I ITS Rate Schedules.

6.7.3 Failure to Meet Specifications. Should any Gas Tendered for injection or withdrawal, or receipt hereunder fail at any time to conform to any of the specifications of this Article, the affected party shall notify the other party of any such failure and the affected party may at its option suspend all or a portion of the receipt of any such Gas, and shall be relieved of obligations hereunder for the duration of such time as the Gas does not meet such specifications.

- 6.7.4 Seller, at any time and from time to time, shall have the right, by written notice to Customer, to arrange for any necessary processing of Customer's quality deficient Gas tendered to Seller to ensure such Gas meets the minimum quality specifications set forth in Section 6.7. Seller shall bill the applicable Customer and such Customer shall pay Seller for all costs (including shrinkage) incurred by Seller and applicable carrying charges. Seller shall have the right to sell or otherwise dispose of any or all of the processing products without accounting to Customer or owner of the processed Gas.
- 6.7.5 Commingling. It is recognized that Gas delivered to Seller by Customer will be commingled with other Gas stored, transported or wheeled hereunder by Seller. Accordingly, the Gas of Customer shall be subject to such changes in heat content as may result from such commingling and Seller shall, notwithstanding any other provision herein, be under no obligation to withdraw or redeliver for Customer's account, Gas of a heat content or other composition identical to that caused to be delivered by Customer to Seller.
- 6.7.6 Waiver. Seller may waive noncompliance with the quality specifications set forth in Section 6.7 if Seller determines that noncompliance with the quality specifications set forth in Section 6.7 will not damage Seller's facilities or adversely affect Seller's ability to provide any service to any Customer under this FERC Gas Tariff. Any such waiver shall be accorded on a non-discriminatory basis.

6.8 GENERAL TERMS AND CONDITIONS - BILLING AND PAYMENT

6.8 BILLING AND PAYMENT

6.8.1 Billing. On or before the ninth (9th) Business Day of each Month, Seller shall render (for purposes of this Section 6.8.1, "render" shall mean (a) postmarked or (b) time-stamped and electronically transmitted via Seller's interactive Website, whichever is applicable) an invoice to Customer setting forth the amount due for such Month under the applicable Rate Schedule(s). Seller's invoice shall be based on actuals (if available) or best available data. Quantities at points where OBAs exist shall be invoiced based on scheduled quantities. Seller may utilize estimates of the quantity of Gas received for injection, transportation or wheeling from or Tendered to or for account of Customer during a Month, in place of actual quantities when actual quantities are not reasonably available; provided that adjustments shall be made in later invoices for differences between such estimated and actual quantities. Such invoice shall include credits for capacity assignment required by Section 5.X.7 of Rate Schedule FSS, FWS, MARC I FTS, or FTS-2, if any.

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

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

6.8.2 Payment. Customer shall pay any invoice, on or before the tenth (10th) day after the date of the invoice. Payments by Customer to Seller shall be made in the form of Wire Transfer directed to bank account designated by Seller, unless otherwise agreed to by the parties. Customer shall identify the invoice number specified by Seller to which the payment relates. If Customer submits payment different from the invoiced amount, remittance detail must be provided with payment.

If rendition of an invoice by Seller is delayed after the ninth (9th) Business Day of the Month, then the time of payment shall be extended accordingly unless Customer is responsible for such delay. Should Customer fail to pay all of the amount of any invoice as herein provided when such amount is due, interest on the unpaid portion of the invoice shall accrue from the due date until the date of payment, at 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. If such failure to pay continues, then following thirty (30) days prior written notice from Seller of its intent to abandon service under the Agreement, Customer



shall be deemed to have consented to such abandonment of service, unless within the thirty (30) day period Customer pays to Seller the entire balance due with interest, and Seller, in addition to any other remedy it may have hereunder, may suspend further injection or withdrawal or receipt and redelivery of Gas for Customer and may enter into Agreements to provide service to others using Customer's capacity and deliverability provided, however, that if Customer in good faith shall dispute the amount of any such invoice or part thereof and shall pay to Seller such amounts not in dispute, and provide documentation identifying the basis for the dispute and, at any time thereafter within thirty (30) days of a demand made by Seller, shall furnish a good and sufficient surety bond in an amount and with surety satisfactory to Seller or other assurance acceptable to Seller, guaranteeing payment to Seller of the amount ultimately found due upon such invoice after a final determination which may be reached either by agreement or judgment of the courts, as may be the case, then Seller shall not be entitled to suspend further injection or withdrawal, or receipt and redelivery of such Gas or to terminate or abandon service under the Agreement unless and until default be made in the conditions of such bond. The foregoing shall be in addition to any other remedies Seller may have, at law or in equity, with respect to Customer's failure to pay the amount of any invoice.

- 6.8.3 Adjustment of Invoicing Errors. Subject to the provisions of Section 6.6 of these General Terms and Conditions, if it shall be found that at any time or times Customer has been overcharged or undercharged and Customer shall have actually paid the invoice containing such charges, then within thirty (30) days after the final determination thereof, either Seller shall refund the amount of any such overcharge or Customer shall pay the amount of any such undercharge. In the event an error is discovered in the amount invoiced in any invoice rendered by Seller, such error shall be adjusted within thirty (30) days of the determination thereof, provided that claim therefore shall have been made within thirty (30) days from the date of discovery of such error, but in any event within six (6) months from the date of such invoice. The party receiving such request for adjustment shall have three (3) months to rebut such claim otherwise the invoice shall be adjusted as requested. The preceding time limits do not apply to deliberate omission or misrepresentation or mutual mistake of fact or government required rate changes. The parties' statutory or contractual rights shall not otherwise be diminished by this Section. If the parties are unable to agree on the adjustment of any claimed error, any resort by either of the parties to legal proceedings shall be commenced within fifteen (15) months after the supposed cause of action is alleged to have arisen, or shall thereafter be forever barred.

6.9 GENERAL TERMS AND CONDITIONS - FORCE MAJEURE

6.9 FORCE MAJEURE

6.9.1 Definition. The term "force majeure" as used herein shall mean, without limitation, acts of God, strikes, lockouts, or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms (including but not limited to tornadoes or tornado warnings), crevasses, floods, washouts; arrests, restraints and necessity for compliance with any court order, law, regulation or ordinance of any authority having jurisdiction either Federal or State, civil or military; and civil disturbances. Relative to Seller's service and solely to the operation of its system, force majeure shall also mean shutdowns for purposes of necessary repairs, relocation, or construction of facilities; breakage or accident to machinery, wells or lines of pipe or casings; testing (as required by governmental authority or as deemed necessary by Seller for the safe operation of the underground storage reservoir and facilities required to perform the service hereunder), the necessity of making repairs or alterations to machinery or lines of pipe; failure of wells, surface equipment or pipe lines, well or line freeze ups; accidents, breakdowns, inability to obtain necessary materials, or supplies or permits, or labor or land rights to perform or comply with any obligation or condition of an Agreement; failure of Seller's provider to supply electricity for any reason; and any other causes, whether of the kind herein enumerated or otherwise which are not reasonably in Seller's control. It is understood and agreed that the settlement of strikes or lockouts or controversies with landowners involving rights of way shall be entirely within Seller's discretion and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts or controversies with landowners involving rights of way by acceding to the demands of the opposing party when such course is inadvisable in the discretion of Seller.

6.9.2 Force Majeure. If by reason of force majeure either party hereto is rendered unable, wholly or in part, to carry out its obligations under an Agreement, it is agreed that on such party giving notice in full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the cause relied on, the party giving such notice, so far as and to the extent that it is affected by such force majeure, shall not be liable in damages during the continuance of any inability so caused, but for no longer period, and such cause shall so far as possible be remedied with all reasonable dispatch. Seller shall not be liable in damages to Customer other than for acts of gross negligence or willful misconduct and then only where force majeure does not apply.

- 6.9.3 Limitations. Such force majeure affecting the performance hereunder by either Seller or Customer, however, shall not relieve such party of liability in the event of concurring negligence or in the event of failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve Customer, in whole or in part, from its obligations to pay the monthly charges provided for in Section 6.8 of these General Terms and Conditions.

6.10 GENERAL TERMS AND CONDITIONS -  
AVAILABILITY OF CAPACITY FOR FIRM SERVICES

6.10 AVAILABILITY OF CAPACITY FOR FIRM SERVICES

This Section governs how requests for firm services shall be handled by Seller when capacity is or becomes available on its system.

6.10.1 Contract Rollover, Right of First Refusal, Term Extensions and Pre-Arranged Agreements.

(a) Contract Rollover.

Seller may, on a not unduly discriminatory basis, grant any Customer receiving service under Rate Schedule FSS, FWS, MARC I FTS or FTS-2 a right to extend the term of the Service Agreement, including the rates thereunder, with respect to all or any portion of Customer's MSQ, MDIQ, MDWQ, NLMDQ and SLMDQ, in the case of an FSS Service Agreement, or Customer's MDFWQ, in the case of an FWS Service Agreement, or Customer's MDFTQ in the case of a MARC I FTS or FTS-2 Agreement, for a period of not less than one (1) year, and such rollover period shall begin on the first day immediately following the expiration of the existing Service Agreement.

(b) Right of First Refusal ("ROFR").

Any Customer receiving service under (i) an FWS, MARC I FTS, or FTS-2 Service Agreement having a term of one (1) year or more subject to the maximum applicable recourse rate(s) set forth in this FERC Gas Tariff or (ii) an FSS Service Agreement having a term of one (1) year or more, may exercise a right to continue to receive service under that Agreement for all or a portion of the firm capacity under the Agreement at the expiration of the Agreement's term provided that Customer notifies Seller in writing twelve (12) months prior to the expiration of the Agreement of its intent to continue service under the Agreement, and will match the best offer made by others for such capacity or portion thereof by offering a rate and term of Agreement that produces an equivalent or greater net present value for such capacity (as determined pursuant to the criteria set forth in Section 6.10.2(d) below using a term not to exceed five (5) years and a discount rate equal to the then-current interest rate determined in accordance with Section 154.501(d) of the Commission's Rules and Regulations), provided that Seller shall not be obligated to enter into an extension of any Agreement or continue service at any rate (other than the recourse rate for service under Rate Schedule FWS, MARC I FTS or FTS-2) that does not yield an acceptable return to Seller, nor shall Seller be obligated to enter into an extension of any

Agreement or continue service to any Customer or Replacement Customer who fails to meet the Creditworthiness requirements set forth in Section 6.11.5 of these General Terms and Conditions. Seller and Customer under a discounted rate or negotiated rate FWS, MARC I FTS, or FTS-2 Service Agreement may agree to include a right of first refusal in Customer's Service Agreement.

After Customer has notified Seller of its intent to continue service, the capacity available under Customer's Service Agreement will be posted on Seller's Interactive Website for bid. Seller will accept bids for this capacity from the time of posting up to and including a date designated by Seller that is no more than ninety (90) days and no less than forty five (45) days prior to the date the existing Agreement is scheduled to expire. Within five (5) Business Days of the date bidding ends, Seller will notify Customer of the bid received having the greatest net present value. Customer will have ten (10) Business Days to notify Seller whether it will match the rate and term offered in the best bid received and accepted by Seller (term will be limited to five (5) years), and if so will execute a new service Agreement matching the offer prior to the termination of the existing Agreement. If no bids are received, Customer may continue to receive service under a new Agreement at a rate agreed to by Customer and Seller.

(c) Term Extensions.

Prior to the expiration of the term of one or more firm service Agreements, Seller and Customer may mutually agree to renegotiate the terms of such agreement(s) in exchange for Customer's agreement to extend the use of at least part of its existing service under one or more restructured Agreements. Such restructured Agreement(s) shall be negotiated on a case-by case basis in a not unduly discriminatory manner. If an Agreement has a right of first refusal, the agreement to extend must be reached prior to Seller's posting of the capacity for bidding pursuant to Section 6.10.1(b) (ROFR) above. To the extent that Seller and Customer have mutually agreed to such an arrangement, the requirements of Sections 6.10.1(b) (ROFR), and 6.10.2 (capacity posting and open season requirements) of these General Terms and Conditions shall not apply.

(d) Prearranged Agreements.

Seller may enter into a pre-arranged service agreement(s) with any Customer for capacity that has been posted on its Interactive Website, in conformance with the requirements of Section 6.10.2(a) below (the "pre-arranged Customer"). If Seller holds an open season for the pre-arranged capacity, then Seller will post the terms of the pre-

arranged transaction on its Interactive Website, in conformance with the requirements of Section 6.10.2(a) below. To the extent the pre-arranged transaction is posted, parties will have the opportunity to acquire the pre-arranged capacity by submitting a bid, which, if awarded, would have a higher net present value (as determined pursuant to the criteria set forth in Section 6.10.2(d) below) to Seller. For purposes of its evaluation, Seller may consider the aggregate of two or more bids and award the available capacity to the combination of bids that result in the highest net present value to Seller. If a party submits a bid for this pre-arranged capacity with a higher net present value to Seller than the pre-arranged transaction, the pre-arranged Customer will have a one-time right, within two (2) business days of notification, to match the higher bid's net present value to obtain the pre-arranged capacity. If the pre-arranged Customer elects not to match a higher competing bid, the pre-arranged capacity will be awarded to the highest bidder whose bid, if accepted, would have a higher net present value to Seller. If there is an open season ongoing for such pre-arranged capacity, Seller will not enter into a pre-arranged deal for that capacity.

#### 6.10.2 Existing Firm Capacity.

##### (a) Posting Procedures.

Capacity that becomes available shall be posted as available unsubscribed capacity on Seller's Interactive Website.

- (i) If Seller receives a request for service for available unsubscribed capacity pursuant to Section 6.2 (Requests for Service) of these General Terms and Conditions, Seller shall award the capacity on a first-come, first-served basis to the Customer who submits a valid request for service pursuant to Section 6.2 of these General Terms and Conditions (including but not limited to such request being made within the timelines set forth in Section 6.10.2(b) below and subject to the applicable maximum recourse rate(s) for services subject to cost-based rates or, if applicable, mutually agreeable rate(s) for services subject to market-based rates). Alternatively, Seller may solicit bids for available unsubscribed capacity, in an open season posting pursuant to the open season procedures set forth in this Section, to the extent such capacity is not subject to a valid request for service as described above; provided however, that Seller shall not be required to post an open season notice where such

capacity has been posted as available for at least five (5) business days.

- (ii) An open season posting made pursuant to this Section shall contain the type of service that is available, the dates and duration that the service will be available, the location of the available capacity and/or deliverability, any minimum terms and conditions that would be acceptable to Seller (including any minimum terms and conditions for Available Reservation Capacity, as that term is defined in Section 6.10.3(b) below), the relevant net present value factors to be used by Seller in the evaluation of the bids, the minimum bid packages that will be considered, and any other information that Seller determines to be relevant. In addition, all postings made pursuant to this Section shall specify the beginning and ending dates of the bidding period, which shall be for a minimum of:

- A. five (5) business days for service offerings with a term of twelve (12) months or longer; or
- B. one (1) business day for service offerings with a term of less than twelve (12) months.

(b) Prospective Sale of Firm Capacity.

Unless otherwise agreed to by Seller, a Customer can request available capacity for a later start date only within the following periods:

- A. For service for one (1) year or longer, the requested service must commence no later than six (6) months from the date the request is granted;
- B. For service for greater than ninety-two (92) days but less than one (1) year, the requested service must commence no later than thirty (30) days from the date the request is granted; and
- C. For service for ninety-two (92) days or less, the request must be for service starting no later than five (5) days from the date the request is granted.

Any open season that will allow a variation from these defined periods will define the variation in the posting. In addition, unless otherwise agreed to by Seller, all

awards of capacity must be for continuous service for the entire term of the service and, for services subject to cost-based rates, at the applicable maximum recourse rate(s). If Seller agrees to consider varying from the periods set forth above in an open season, then Seller is still free to reject bids meeting the previous minimum terms if the request is for less than the period defined in the open season posting. Any deviations from these time periods or minimum terms shall only be done in a not unduly discriminatory manner consistent with Commission regulations.

(c) Interim Capacity.

(i) If Seller agrees to a later start date for firm service pursuant to Section 6.10.2(b) above, where the requested service commencement date extends more than one (1) year into the future, Seller may sell the capacity for the interim period prior to the service commencement date of the future service agreement ("interim capacity"), subject to the following conditions: (i) the future capacity must have been sold through an open season bidding process permitting bids for capacity for service to start immediately or anytime in the future; (ii) the bids must have been evaluated on a net present value basis; and (iii) the future capacity must have been awarded to the Customer providing the highest net present value bid.

(ii) Any interim capacity as described in this Section shall be made available for service pursuant to these General Terms and Conditions on a limited-term basis up to the service commencement date of the future service agreement. For such limited-term service agreements, Seller reserves the right to limit any extension rights provided in the service agreement and pursuant to Sections 6.10.1(b) and (c) above commensurate with the commencement date of the future service agreement. Seller will indicate in any open season posting of the interim capacity any limitations on extension rights that will apply to such limited-term service.

(d) Open Season Bidding Process and Criteria for Existing Firm Capacity.

(i) A potential Customer may submit multiple bids, each higher than its preceding bid, for all or any portion of the capacity or term of service made available by Seller via an open season. Such bids shall be submitted electronically unless otherwise indicated in the posting. Seller shall award capacity for such bids to Customer(s) that meet Seller's



creditworthiness standards (as set forth in Section 6.2.3(h) of these General Terms and Conditions) and whose bids, based upon Seller's determination, have the highest net present value.

- (ii) The net present value is the discounted cash flow of incremental revenues per dth to Seller produced, lost or affected by the requests for service and shall be based upon such factors as the term, quantity, date on which the requested service is requested to commence, and other factors determined to be relevant by Seller. The net present value shall also include only revenues generated by the reservation rate, or other form of revenue guarantee, as proposed by the bidder(s). For purposes of its net present value evaluation, Seller will consider the aggregate net present values of two or more bids for minimum bid packages, provided that if the combined quantity of capacity under those packages exceeds the maximum capacity available for subscription then these bids will only be considered if the bidders have agreed to accept a prorated award of capacity.
- (iii) For bidders proposing a reservation rate or other form of revenue guarantee, for service subject to cost-based rates that exceed the maximum applicable reservation rate during all or any portion of the term proposed by the bidder, the net present value calculated for the bid may not exceed a net present value that is calculated assuming that the maximum applicable reservation rate will be in effect during the full term proposed by the bidder, in place of the reservation rate(s) or other revenue guarantee(s) proposed by the bidder.
- (iv) For bidders submitting bids that include options to terminate the service agreement early and/or to reduce the capacity held thereunder for some portion of the term, including multiple periods within the term in a manner that would reduce the reservation charges applicable to the service agreement ("Revenue Reduction Option"), Seller, in its determination of the net present value of such a bid, will only consider the minimum incremental revenue guaranteed under the service agreement if the option is exercised, including any consideration that the bidder proposes in exchange for the exercise of its Revenue Reduction Option. Unless a shorter notice period is specified in the open season posting, a Revenue Reduction Option will be under the requirement that Seller must be provided notice no less than thirty (30) days prior to its exercise for contracts of one (1) year or less and no less than one year (1) prior to its exercise for contracts

greater than one (1) year. Seller will list in its open season posting acceptable terms for any Revenue Reduction Option. Notwithstanding any Revenue Reduction Option, a long term firm service agreement will be eligible for ROFR rights pursuant to Section 6.10.1(b) above if the service agreement remains a long term firm service agreement throughout the term (or extended term) containing the Revenue Reduction Option unless the Revenue Reduction Option can be exercised during the first year of the long term firm service agreement's term (or extended term).

- (v) For service that bidder does not propose to commence within sixty (60) days after the close of the open season, Seller, in its determination of the net present value of a bid, will consider all non-refundable reservation payments proposed to be paid by the bidder, if awarded the capacity, related to the period prior to when the service commences, provided that the proposed reservation payment is not less than the value of two (2) months of the proposed service. In the event a bidder does not submit a successful bid or submits a bid that is otherwise unsatisfactory to Seller, bidder shall have no obligation to tender any reservation payments to Seller. For a bidder proposing a reservation payment with its bid, the net present value calculated for the bid may not exceed the net present value cap set forth in Section 6.10.2(d) (iii).
- (vi) Seller shall have the right to reject any bids that:
  - (A) may detrimentally impact the operational integrity of Seller's system; (B) do not satisfy any of the terms specified in the posting; or (C) include conditions or provisions that Seller determines, in its reasonable discretion, to be unacceptable.

(e) Award of Capacity.

Seller shall award capacity to the bidder submitting the highest value bid or if two or more bidders submit equal acceptable highest value bids then Seller shall determine the successful bidder based on the order in which the bids are received unless otherwise stated by Seller in the open season notice.

Within three (3) business days after the close of the open season, Seller shall post a notice on its Interactive Website identifying the successful bidder(s), if any, along with the net present value analysis that Seller employed in determining the successful bid(s). The notice shall constitute Seller's contractual signature signifying an acceptance of the successful bidder(s) bid(s) and shall consummate a binding contract between the parties. Seller

shall also tender the Service Agreement(s) for execution by successful bidder(s) via Seller's Interactive Website (or via another electronic medium if the successful bidder(s) is not connected to Seller's Interactive Website), with the agreed upon terms and conditions contained therein. The successful bidder(s) shall execute the Service Agreement(s) in accordance with Section 6.2.6 of these General Terms and Conditions. If the successful bidder(s) fails to execute the Service Agreement(s) within the timeline set forth in Section 6.2.6 of these General Terms and Conditions, Seller may, in its discretion, determine that such bid(s) remains binding pursuant to the electronic contract, or determine that such contract(s) has been terminated pursuant to the provisions of Section 6.10.2(f) below. If such contract(s) is so terminated, Seller shall be entitled to collect and retain any reservation payments offered by successful bidder(s) pursuant to Section 6.10.2(d) (v) above.

(f) Binding Nature of Bids.

All bids received during the open season remain binding on all bidders through the end of the open season unless withdrawn by the bidder through the same medium on which its bid was submitted; provided, however, that a bidder may withdraw its previous bid and submit a bid with a higher net present value during the open season, but neither bidder (nor an affiliate of bidder) may submit a bid with a lower net present value. At the end of the open season, all bids either withdrawn by the bidder or not accepted by Seller as set forth in Section 6.10.2(d) above shall become null and void. If the successful bidder does not execute the Service Agreement pursuant to the procedures provided in Section 6.2.6 of these General Terms and Conditions, Seller may, pursuant to such procedures, elect to offer the capacity to the next acceptable bidder, if any, on the basis of the next highest net present value. If Seller determines that no other bid is acceptable, or if such replacement bidder rejects Seller's offer made as a result of said failure of the successful bidder to execute a Service Agreement, the successful bidder shall remain liable for the capacity requested in the bid based upon the rates, terms and other conditions proposed therein and accepted by Seller on the basis of the electronic contract executed by Seller on Seller's Interactive Website. Similarly, until a written Service Agreement with a replacement bidder is executed, the successful bidder shall remain liable for the capacity pursuant to the electronic contract

6.10.3 Expansion Capacity.

- (a) Expansion Open Season. Seller shall post a notice of an open season on its Interactive Website for any planned expansion capacity. The notice shall include a description

of the project and shall specify, as applicable, the anticipated quantity (dth), receipt point(s), delivery point(s), bid evaluation criteria, term, bid terms and any other information that Seller deems relevant.

(b) Capacity Reservation.

- (i) Seller may elect to reserve for future expansion project(s) any unsubscribed capacity or capacity under expiring or terminating service agreements where such agreements do not have a ROFR or customer does not exercise its ROFR ("Available Reservation Capacity"). If Seller elects to reserve Available Reservation Capacity for a future expansion project, such capacity shall first be posted on Seller's Interactive Website as reserved. The reservation posting for Available Reservation Capacity shall include the following information: (1) a description of the expansion project for which the capacity is being reserved; (2) the quantity of capacity being reserved; (3) the location of the reserved capacity on the pipeline system; and (4) the estimated in-service date of the expansion project. The reservation posting for Available Reservation Capacity shall also include a non-binding solicitation for turnback capacity from Seller's existing customers to serve the expansion project, provided that, if Seller elects to include such non-binding solicitation for turnback capacity in a separate posting, such posting shall be made no later than ninety (90) days after the close of the expansion project open season. Seller shall make reasonable efforts to update the reservation posting up to the in-service date of the expansion project to reflect any material changes in the scope of the expansion project. Further, if Seller elects to reserve Available Reservation Capacity for a future expansion project, such capacity may be reserved for up to one (1) year prior to Seller's filing of a certificate application for the expansion project, and thereafter until either such expansion project is placed into service, the application is withdrawn, or the application is denied.
- (ii) Prior to reserving Available Reservation Capacity for future expansion projects, Seller shall first make such capacity generally available for bidding through an open season for a time period of at least five (5) business days. This open season posting shall conform with the requirements set forth in Section 6.10.2 of these General Terms and Conditions. When the Available Reservation Capacity open season is held prior to the expansion project open season, Seller shall have the right to state in the Available

Reservation Capacity open season posting minimum terms and conditions for bids that would be acceptable for consideration that are the same as the minimum terms and conditions anticipated for the future expansion project open season. If the subsequent expansion project open season imposes minimum terms and conditions that are materially different from the terms and conditions imposed in the Available Reservation Capacity open season, Seller shall hold another open season for the Available Reservation Capacity that uses the same minimum terms and conditions as were imposed for the expansion project open season. If the expansion project open season is held prior to or during the Available Reservation Capacity open season, Seller shall use the same minimum terms and conditions as used for the expansion project open season.

- (iii) Any Available Reservation Capacity reserved under this Section shall be made available for transportation or storage service pursuant to these General Terms and Conditions on a limited-term basis up to the in-service date of the expansion project(s). For such limited-term agreements, Seller reserves the right to limit any extension rights provided in the service agreements and pursuant to Sections 6.10.1(a) and (b) of these General Terms and Conditions commensurate with the proposed in-service date of the expansion project(s).

6.11 GENERAL TERMS AND CONDITIONS - MISCELLANEOUS

6.11 MISCELLANEOUS

6.11.1 Responsibility for Gas. Upon receipt of Gas, Seller shall be in exclusive control and possession of such Gas and responsible for any loss thereof, or any and all injury or damage caused thereby, until the Equivalent Quantities of Gas have been delivered for the account of Customer after which Customer shall be in exclusive control and possession of such Gas and responsible for any and all injury or damage caused thereby.

6.11.2 Warranty. Customer or Replacement Customer warrants for itself, its successors, and assigns, that it has, or will have, at the time of delivery of the Gas hereunder good title to such Gas and/or good right to cause the Gas to be delivered to Seller for storage or wheeling. Customer or Replacement Customer warrants for itself, its successors, and assigns, that the Gas it warrants hereunder shall be free and clear of all liens, encumbrances or claims, that it will indemnify and save Seller harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of adverse claims of any and all persons to said Gas and/or to royalties, taxes, license fees, or charges thereon which are directly applicable to such delivery of Gas and that it will indemnify and save Seller harmless from all taxes or assessments which may be directly levied and assessed upon such delivery and which are by law payable and the obligation of the party making such delivery. Customer may pledge the proceeds from the sale of gas transported by Seller under the FWS Rate Schedule in satisfaction of Customer's financial obligations, provided that Customer shall indemnify and save Seller harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of adverse claims of any and all persons due to any such pledge.

Seller warrants the Gas it redelivers to Customer at a delivery point hereunder shall be free and clear of all liens, encumbrances or claims, and that Seller will indemnify and save Customer harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of adverse claims of any and all persons to said Gas.

6.11.3 Waivers. No waiver by either Seller or Customer of any one or more defaults by the other in the performance of any provisions hereunder shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character. Seller shall retain the right to waive, with respect to Customer, any Section of these General Terms and Conditions and Rate Schedules, if Seller does so in a non-discriminatory manner.

6.11.4 Assignments. Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an

entirety, of Customer or of Seller, as the case may be, shall if eligible be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Agreement(s) between Seller and Customer. Either Seller or Customer may assign any of its rights or obligations under its Agreement(s) to a financially responsible corporation with which it is affiliated at the time of such assignment. Furthermore, Seller may, as security for its indebtedness, assign, mortgage or pledge any of its rights or obligations under its Agreement(s), including its rights to receive payments, to any other entity, and Customer will execute any consent agreement with such entity and provide such certificates and other documents as Seller may reasonably request in connection with any such assignment. Customer also may assign or pledge its Agreement(s) under the provisions of any mortgage, deed of trust, indenture or similar instrument which it has executed or may hereafter execute covering substantially all of its properties. Otherwise, except as provided in Section 6.19 of these General Terms and Conditions, neither party shall assign its Agreement(s) or any of its rights thereunder unless it first shall have obtained the consent thereto in writing of the other party, which consent shall not be unreasonably withheld.

6.11.5 Creditworthiness. Seller shall not be required to commence service or, subject to the following provisions, to continue to provide service and may terminate an Agreement with any Customer under Rate Schedule FSS, FWS, MARC I FTS or FTS-2 with a primary term of one year or less and Service Agreements under Rate Schedule ISS, PAL, IWS, MARC I ITS or ITS-2:

- (a) Customer is or has become insolvent;
- (b) Customer has applied for bankruptcy under Chapter 11 of the Bankruptcy Code, or which is subject to similar proceedings under State or Federal law; or
- (c) Customer, when requested by Seller to demonstrate creditworthiness, fails to do so in Seller's reasonable judgment, in light of previous payment experience and changes thereto and the prudent credit analysis of information available; provided, however, that any such Customer that is receiving service shall continue to receive service for a period of fifteen (15) days after written notice by Seller of any such circumstance, and shall continue thereafter to receive service if, within such fifteen (15) day notice period, such Customer:
  - (i) deposits with Seller and maintains, on account, an amount which would be due for three (3) Months service at the full contract quantities set forth in the Service Agreement; or
  - (ii) furnishes good and sufficient security, which may include an acceptable standby letter of credit, or

monthly prepayment agreement or other security as reasonably determined by Seller, of a continuing nature and in an amount equal to such amounts which would be due for service. If such payment on account or payment security is not received within such fifteen (15) day notice period, Seller may, without waiving any rights or remedies it may have, suspend further service for a period of ten (10) days. If such payment on account or a payment security is not received within such ten (10) day suspension period, then Seller shall no longer be obligated to continue to provide service to such Customer.

- (d) Seller shall not be required to commence service, or subject to the following provisions, to continue to provide service and may terminate a Service Agreement with any Customer under Rate Schedule FSS, FWS, MARC I FTS, or FTS-2 having a term of more than one year if Customer, or its guarantor, fails to maintain a long-term debt rating issued by either Moody's Investors Service, or Standard and Poor's Corporation, or Customer's, or its guarantor's, long-term debt rating issued by Moody's Investors Service or Standard and Poor's Corporation falls below a rating of at least Baa3 according to Moody's Investors Service or BBB- according to Standard & Poor's Corporation; provided, however, that any such Customer that is receiving service shall continue to receive service for a period of three (3) months during which Customer shall have the ability to:
  - (i) attain minimum long-term debt ratings as described above; or
  - (ii) secure a guarantee by a person with a minimum long-term debt rating as described above, provided further, if Customer should fail to meet the requirements set forth within the three (3) month period, Seller shall have the right to market the capacity underlying the Service Agreement(s) in question to other customers meeting the requirements as set forth herein.
- (e) Seller may negotiate with Customers mutually acceptable creditworthiness requirements in connection with subscription to firm capacity in support of construction projects to add new facilities or increase existing capacity.
- (f) In addition to any other credit support Seller may require under this Section 6.11.5, a non-creditworthy Customer shall be required to provide credit support in an amount equal to the Market Value of the Gas representing its loan balance under Rate Schedule PAL. "Market Value" of loaned Gas means the Customer's loan balance multiplied by the sum of the NYMEX Henry Hub Swap and the Dominion Basis Swap, as



posted on the [www.nymex.com](http://www.nymex.com) web site, for the period under which the loaned Gas is scheduled to be returned pursuant to the Customer's Hub Services Agreement(s). Seller shall calculate Customer's Market Value of loaned Gas on a daily basis.

- (g) Seller's determination of a Customer's creditworthiness shall be subject to the following procedures:
- (1) If Seller requests additional information to be used for credit evaluation after the initiation of service, Seller, contemporaneous with the request, shall provide its reason(s) for requesting the additional information to Customer and designate to whom the response shall be sent. Seller and Customer may mutually agree to waive the requirements of this standard.
  - (2) Upon receipt of either an initial or follow-up request from Seller for information to be used for creditworthiness evaluation, Customer's authorized representative(s) shall acknowledge receipt of the Seller's request. Seller and Customer may mutually agree to waive the requirements of this standard.
  - (3) Customer's authorized representative(s) shall respond to Seller's request for credit information, as allowed by Seller's FERC Gas Tariff, on or before the due date specified in the request. Customer shall provide all the credit information requested by Seller or provide the reason(s) why any of the requested information was not provided.
  - (4) Upon receipt from Customer of all credit information provided pursuant to applicable NAESB WGQ standards, Seller shall notify Customer's authorized representative(s) that it has received such information. Seller and Customer may mutually agree to waive the requirements of this standard.
  - (5) (i) Customer shall designate up to two representatives who are authorized to receive notices regarding Customer's creditworthiness, including requests for additional information, pursuant to the applicable NAESB WGQ standards and shall provide to Seller the Internet e-mail addresses of such representatives prior to the initiation of service. Written requests and responses shall be provided via Internet e-mail, unless otherwise agreed to by the parties. The obligation of Seller to provide creditworthiness notifications is waived until the above requirement has been met. Customer

shall manage internal distribution of any creditworthiness notices that are received.

- (ii) Seller shall designate, on its Interactive Website or in written notices to Customer, the Internet e-mail addresses of up to two representatives who are authorized to receive notices regarding Customer's creditworthiness. Customer's obligation to provide confirmation of receipt is met by sending such confirmation to such representatives, and Seller shall manage internal distribution of any such confirmations.
- (6) At any time after Customer is determined to be noncreditworthy by Seller, Customer may initiate a creditworthiness re-evaluation by the Seller. As part of Customer's reevaluation request, Customer shall either update or confirm in writing the prior information provided to Seller related to Customer's creditworthiness. Such update shall include any event(s) that Customer believes could lead to a material change in Customer's creditworthiness.
- (7) After Seller's receipt of a Customer's request for re-evaluation, including all required information pursuant to NAESB WGQ Standard 0.3.8 ("Customer's Request"), within five (5) Business Days, Seller shall provide a written response to the Customer's Request. Such written response shall include either a determination of creditworthiness status, clearly stating the reason(s) for Seller's decision, or an explanation supporting a future date by which a re-evaluation determination will be made. In no event shall such re-evaluation determination exceed twenty (20) Business Days from the date of the receipt of the Customer's Request unless specified in Seller's FERC Gas Tariff or if the parties mutually agree to some later date.
- (8) In complying with the creditworthiness related notifications pursuant to the applicable NAESB WGQ standards, Customer(s) and Seller may mutually agree to other forms of communication in lieu of Internet e-mail notification.

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

6.11.7 Regulations. Any Agreement, and all terms and provisions herein, and the respective obligations of the parties thereunder are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

- 6.11.8 No Third-Party Beneficiary. It is expressly agreed that there is no Third-Party Beneficiary to any Agreement, and that the provisions of any Agreement and these General Terms and Conditions do not impart enforceable rights in anyone who is not a party or successor or assignee of any party to an Agreement herein.
- 6.11.9 Counterparts. Any Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
- 6.11.10 Headings. The headings contained in any Agreement are for reference purposes only and shall not affect the meaning or interpretation of any Agreement.
- 6.11.11 Imbalance Resolution Upon Termination. Any portion of a Customer's Service Agreement necessary to resolve imbalances following the termination of such agreement shall survive such termination until such time as such imbalances have been resolved pursuant to this Section. Within fifteen (15) days following the termination of Customer's Service Agreement and receipt by Customer of notice of the amount of any imbalance ("Imbalance Resolution Period"), Customer will correct in-kind during such period: (i) any undertender imbalance by making arrangements upstream of Seller for delivery to Seller of a sufficient quantity of Gas to correct such undertender imbalance, or (ii) any overtender imbalance by scheduling to receive such overtender imbalance quantities from Seller pursuant to the terms of this FERC Gas Tariff. The Imbalance Resolution Period shall be extended by one (1) Gas Day for each Gas Day during which Seller fails to accept receipt of or deliver nominated imbalance resolution quantities. If, after the end of the Imbalance Resolution Period, an undertender imbalance quantity remains, such undertender imbalance quantity shall be cashed out using the highest Weekly Index Price applicable to the Month when the imbalance occurred. If, after the end of the Imbalance Resolution Period, an overtender imbalance quantity remains, such overtender imbalance quantity shall be cashed out using the lowest Weekly Index Price applicable to the Month when the imbalance occurred. The term "Weekly Index Price" means the daily average index price for "Tennessee Zn 4 Marcellus" as set forth in Natural Gas Intelligence's "Daily Gas Price Index" calculated as the simple arithmetic average of each of the daily prices from gas flow dates Tuesday through Monday.
- 6.11.12 Meter Allocations. This Section specifies the procedures for allocating any differences between (i) the aggregate of all Customers' scheduled quantities for daily delivery and actual deliveries, and (ii) the aggregate of all Customers' scheduled quantities for daily receipts and actual receipts ("Difference(s)") at points where Gas is received or delivered for the account of multiple Customers. Unless otherwise agreed

to between Seller and the confirming party or point operator, physically measured quantities shall be allocated pro rata based on scheduled daily quantities and shall be made using dekatherm units.

Seller will enter into an Operational Balancing Agreement ("OBA") and/or a Predetermined Allocation Agreement ("PDA") with any creditworthy point operator, covering one or more receipt and/or Delivery Points located in the same operational segment of Seller's system, under mutually agreeable terms and conditions, provided that Seller does not provide a balancing service and shall not be required to provide a balancing service under any OBA or PDA entered into under this Section. For purposes of this Section, the North Lateral, the South Lateral, the MARC I Facilities and the Stagecoach Storage Facility Central Compressor Station are separate operational segments of Seller's system.

6.11.13 Scheduling Imbalances. Customer shall limit, to the maximum extent practicable, any difference between the quantity nominated and confirmed for receipt and/or delivery on any Day and the actual quantity received or delivered on such Day, respectively, to not more than  $\pm 5.0\%$  of the nominated and confirmed quantities. On a monthly basis, the difference between the quantities nominated and confirmed for receipt and/or delivery on a cumulative basis during any Month and the actual quantities received or delivered, respectively, on a cumulative basis during such Month shall not exceed the greater of  $\pm 2.0\%$  of the cumulative nominated or confirmed quantities, respectively, during such Month or 1,000 dth. A penalty of \$0.25 per dth may be assessed to Customer on any absolute difference between actual cumulative receipts (less Seller's Injection, Withdrawal, Transportation or Wheeling Use, as applicable) during any Month and actual cumulative deliveries during such Month in excess of the greater of  $\pm 5.0\%$  of actual cumulative deliveries during such Month or 1,000 dth. Seller may, on a not unduly discriminatory basis, waive the tolerance limitations and any penalties incurred under this Section 6.11.13.

6.11.14 Limitation on Liability. Notwithstanding anything to the contrary in this FERC Gas Tariff other than Section 6.16.7 of the General Terms and Conditions thereof (pertaining to remedies for violations related to an OFO) and Section 6.11.13 above (pertaining to scheduling and imbalance penalties), neither party shall be liable to the other for any special, punitive, exemplary, incidental, consequential or indirect damages for matters arising out of or in connection with service under this FERC Gas Tariff.

6.12 GENERAL TERMS AND CONDITIONS - FACILITIES

6.12 FACILITIES

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

6.13 GENERAL TERMS AND CONDITIONS - INTERACTIVE WEBSITE

6.13 INTERACTIVE WEBSITE

The term Interactive Website shall mean Seller's computer information and scheduling system accessed through Seller's internet website or through Electronic Data Interchange. "Electronic Data Interchange" or "EDI" shall mean electronic communication through means other than Seller's system, that complies with the Electronic Delivery Mechanism Standards of the North American Energy Standards Board.

To access Seller's Interactive Website, a Customer or potential Customer must execute a DART System License Agreement ("SLA") with Seller. A Customer wishing to communicate with Seller via EDI must also execute an EDI Trading Partner Agreement ("TPA") with Seller. The SLA is available on Seller's Interactive Website. The TPA will be provided by Seller to Customer upon request.

6.14 GENERAL TERMS AND CONDITIONS -  
RESPONSIBILITY FOR ASSOCIATED TRANSPORTATION

6.14 RESPONSIBILITY FOR ASSOCIATED TRANSPORTATION

The transportation of quantities to be stored, transported or wheeled hereunder to and from the Point of Injection/Withdrawal or to and from the Points of Receipt and Delivery is solely the Customer's responsibility.

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

6.15 TITLE TRANSFERS OF GAS IN STORAGE

6.15.1 A Customer may sell Working Storage Gas to any other Customer under a Rate Schedule with the same priority, either firm or interruptible, if:

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

6.15.2 Seller will recognize the transfer for purposes of computing available Working Storage Gas and applicable Injection and Withdrawal Quantities on a prospective basis within 24 hours after receiving the written verification required by Section 6.15.1(a).



6.16 GENERAL TERMS AND CONDITIONS - ACTION  
ALERTS AND OPERATIONAL FLOW ORDERS ("OFOs")

6.16 ACTION ALERTS AND OPERATIONAL FLOW ORDERS ("OFOs")

6.16.1 General. Seller shall have the right to issue an Action Alert or OFO to OFO Recipients upon determination by Seller that action is required to alleviate conditions which threaten or could threaten the safe operations or the integrity of Seller's system or to maintain operations required to provide efficient and reliable firm service (an "Operational Condition").

6.16.2 Actions to be taken by Seller. Seller shall make an Action Alert or OFO as localized as is reasonably practicable based on Seller's reasonable judgment concerning the Operational Condition requiring remediation such that an Action Alert or OFO will be directed first to OFO Recipients causing the problem necessitating the Action Alert or OFO, and second, to OFO Recipients in the area of Seller's system where action is required to correct the problem necessitating the Action Alert or OFO. Seller, in its reasonable judgement, shall tailor the Action Alert or OFO to match the severity of the known or anticipated Operational Condition requiring remediation. The Action Alert or OFO will remain in effect until the Operational Condition requiring its issuance has been remedied, and Seller shall lift any effective Action Alert or OFO promptly following the remediation of the Operational Condition. Prior to the issuance of an Action Alert or OFO, Seller will attempt, if sufficient time exists, to alleviate the Operational Condition through the application of the scheduling and allocation provisions set forth in Section 6.4.3 of these General Terms and Conditions. Seller shall also take, to the extent practicable, all reasonable actions necessary to avoid issuing an OFO, including issuing an Action Alert to mitigate the Operational Condition(s), which if continued, would require the issuance of an OFO. Provided however, in the event that, (i) and OFO Recipient does not respond to the Action Alert, (ii) the actions taken under an Action Alert are insufficient to correct the Operational Condition for which the Action Alert was issued, or (iii) there is insufficient time to carry out the procedures with respect to Action Alerts, Seller may immediately issue an OFO or take unilateral action, including curtailment of firm service, to maintain the operational integrity of Seller's system.

6.16.3 Notice, Contents and Procedure. Seller shall issue an Action Alert or OFO as expeditiously as is reasonably practicable in the circumstances, utilizing electronic communication (information transmitted via Seller's Interactive Website, electronic delivery mechanism prescribed by NAESB or other mutually agreed communication methodology used to transmit and receive information). Seller shall post and provide OFO Recipients with notice of upcoming system events such as anticipated weather patterns and operational problems which may

necessitate the issuance of an Action Alert or OFO notice. Seller shall also post and provide OFO Recipients with updated information concerning the status of the Operational Condition related to the Action Alert or OFO as soon as it is available.

Seller shall issue a Level 1, Level 2 or Level 3 Action Alert notice to OFO Recipients, each to be determined by Seller in its reasonable discretion on a case-by-case basis based on the Operating Conditions giving rise to the Action Alert, at least twenty-four (24) hours prior to the time the OFO Recipients must take the action(s) specified in the Action Alert notice. Provided however, if Seller determines, in its reasonable judgment, that the Action Alert issued is not sufficient to alleviate the Operational Condition and additional action is required, Seller may upgrade the Action Alert to a higher level Action Alert on not less than four (4) hours prior notice.

Seller shall issue an OFO notice to OFO Recipients at least eight (8) hours prior to the time the OFO Recipients must take the action(s) specified in the OFO notice. Provided however, if an Action Alert is already in effect and Seller determines, in its reasonable judgment, that the Action Alert issued is not sufficient and more immediate action is required to alleviate the Operational Condition, Seller may upgrade the Action Alert to an OFO on not less than four (4) hours prior notice.

Whenever practicable, Seller shall issue the Action Alert or OFO notice such that the time of conformance will correspond with the beginning of the Gas Day. Each Action Alert or OFO notice will contain (a) the time and date of issuance, (b) the time and date of its effectiveness, (c) the type of Action Alert or OFO issued and the penalty charges that are applicable to the Action Alert or OFO, (d) whether the Action Alert or OFO is an upgrade of an existing Action Alert, (e) the OFO Recipient(s) and the actions the OFO Recipient(s) are required to take, (f) the anticipated duration of the Action Alert or OFO, and (g) any other terms which Seller may reasonably require to ensure the effectiveness of the Action Alert or OFO.

6.16.4 Requested Actions. Upon issuance of a notice of an Action Alert or OFO, Seller may request that an OFO Recipient take any of the following actions, or other similar actions, to the extent that such actions would alleviate the Operational Conditions giving rise to the need for the Action Alert and/or OFO:

- (1) increase or decrease receipts and/or deliveries at specified points to nominated and confirmed quantities;
- (2) adjust hourly receipts and/or deliveries at specified points to uniform hourly quantities during the Gas Day;

- (3) begin or increase withdrawals from system storage, or terminate or decrease injections into system storage;
- (4) adjust the nominations at specified receipt and/or delivery points to within the OFO tolerance level designated in the Action Alert or OFO notice.
- (5) any other actions, as may be deemed necessary by Seller in its reasonable judgment, in order to alleviate the Operational Condition.

6.16.5 Compliance. Compliance with an Action Alert or OFO is mandatory. An OFO Recipient will be required to take the actions specified in an Action Alert or OFO within the time period set forth therein (including seeking waivers of any contractual limits with third parties or modifications of operating conditions on third-party systems necessary to implement the actions specified in the Action Alert or OFO), unless the OFO Recipient is able to demonstrate that such compliance: (i) is not within its physical control or capability; (ii) is prevented by operating conditions on a third-party system which are beyond its control and the OFO Recipient's request for modification of such conditions was rejected by the operator of the third-party system; (iii) is precluded by contractual restrictions with persons other than Seller and the OFO Recipient's request for waiver of such contractual restrictions was rejected by such contractual counterparty; and/or (iv) is prevented due to a force majeure event as defined in Article 9 of these General Terms and Conditions. The OFO Recipient shall notify Seller immediately if it believes that it is excused from compliance with the Action Alert or OFO for any of the above stated reasons, and shall provide Seller with documentation sufficient to support its basis for non-compliance.

6.16.6 Reserved for future use.

6.16.7 Penalties.

(a) Action Alerts. If an OFO Recipient fails to comply with the requirements of an Action Alert notice within the period specified for such compliance, and the OFO Recipient's noncompliance was not excused by one of the circumstances described in Section 6.16.5, the OFO Recipient shall be subject to the following charges:

- (1) Level 1 Action Alert penalty charge equal to three times the 100% load factor equivalent of the Recourse Rate Demand Charge for FWS Service multiplied by the total dth of Gas by which the OFO Recipient failed to comply with the Level 1 Action Alert.

- (2) Level 2 Action Alert penalty charge equal to the sum of \$5.00 and the Regional Daily Spot Price multiplied by the total dth of Gas by which the OFO Recipient failed to comply with the Level 2 Action Alert.
- (3) Level 3 Action Alert penalty charge equal to the sum of \$10.00 and the Regional Daily Spot Price multiplied by the total dth of Gas by which the OFO Recipient failed to comply with the Level 3 Action Alert.

The applicable Action Alert level will be determined by Seller in its reasonable discretion on a case-by-case basis based on the Operational Conditions giving rise to the Action Alert. Seller will include in its Action Alert notice, the Action Alert level that will apply. Notwithstanding anything to the contrary in this Section 6.16.7, if the OFO Recipient is required to make a nomination pursuant to an Action Alert, unless critical circumstances dictate otherwise, no penalties will be assessed unless the OFO Recipient is given the opportunity to correct the circumstances giving rise to the Action Alert.

- (b) OFOs. If an OFO Recipient fails to comply with the requirements of an OFO notice within the period specified for such compliance, and the OFO Recipient's noncompliance was not excused by one of the circumstances described in Section 6.16.5, the OFO Recipient shall be subject to the following charges.

- (1) OFO penalty charge equal to the sum of \$15.00 and the Regional Daily Spot Price multiplied by the total dth of Gas by which the OFO Recipient failed to comply with the OFO.

Notwithstanding anything to the contrary in this Section 6.16.7, if the OFO Recipient is required to make a nomination pursuant to an OFO, unless critical circumstances dictate otherwise, no penalties will be assessed unless the OFO Recipient is given the opportunity to correct the circumstances giving rise to the OFO.

6.16.8 Seller's Liability for Action Alerts or OFOs. Seller shall not be liable to any person for any costs, damages or other liability associated with the issuance of, or the failure to issue, any Action Alerts or OFOs, provided, however, Seller shall be liable for acts of negligence or undue discrimination, such standards to be judged in light of the Operating Conditions under which Action Alerts and/or OFOs are issued.

6.16.9 Seller's Scheduling Authority. Seller shall have the right to act as the OFO Recipient's scheduling agent if (a) the OFO

Recipient fails to schedule Gas injections or withdrawals or receipts and deliveries as specified in the Action Alert or OFO notice; or (b) if Seller requires changes in nominations sooner than the effective time provided for in the Action Alert or OFO notice pursuant to Section 6.16.3, and the OFO recipient has refused Seller’s verbal request to schedule the required quantity of Gas.

6.17 GENERAL TERMS AND CONDITIONS - OFF-SYSTEM CAPACITY

6.17 OFF-SYSTEM CAPACITY

- 6.17.1 Seller may, from time to time, acquire transportation and/or storage capacity on a third-party pipeline system. Seller states that it will only provide transportation and storage services for others using such capacity pursuant to its FERC Gas Tariff subject to its rates approved by the Commission and the "shipper must hold title" policy is waived to permit such use.
- 6.17.2 In the event that off-system capacity used to render service to Seller's Customers is subject to renewal limitations, as specified in a provider's tariff and/or as provided by FERC regulation, Seller 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.
- 6.17.3 Notwithstanding the provisions of Section 6.17.1 above, if Customer and Seller mutually agree, that Seller shall, to provide service to Customer, use service which Seller has contracted for with third party(ies) pursuant to this Section 6.17 for the benefit of Customer, Customer shall pay Seller, in addition to any applicable rates and charges pursuant to Seller's FERC Gas Tariff, an amount up to the charges Seller is obligated to pay such third party(ies), which charges may include, but are not limited to, reservation and/or usage charges and surcharges, fuel and power charges or retention, compression fees, balancing or storage fees, measurement fees, processing fees, and/or facility charges. Such charges shall be set forth as separate items on billings rendered to Customer.
- 6.17.4 Any off-system capacity acquired by Seller for the benefit of a Customer which is not used by such Customer, shall be offered to Seller's other Customers pursuant to Seller's FERC Gas Tariff and subject to Seller's approved rates, including any applicable third-party charges, as such tariff and rates may change from time to time. Seller will indicate in its posting of any off-system capacity available for service, whether any third-party charges will apply to the use of such off-system capacity.

6.18 GENERAL TERMS AND CONDITIONS - PENALTY REVENUE CREDITING

6.18 PENALTY REVENUE CREDITING

- (a) On an annual basis, for each Month of a twelve (12) month period ending March 31 ("Annual Period"), Seller shall determine the total amount of penalty revenues it has received from Rate Schedule FSS, ISS, and PAL Customers (collectively, "Storage Customers"), including any OFO damages paid by Storage Customers pursuant to Section 6.16 of these General Terms and Conditions and the value of Gas retained pursuant to Rate Schedule FSS Sections 5.1.2(f) and 5.1.8, Rate Schedule ISS Section 5.2.7, and Rate Schedule PAL Section 5.9.7, in each case, net of costs. Seller shall credit those Storage Customers that were not billed penalties during the applicable Month of the Annual Period ("Non-Offending Storage Customers") an amount in total equal to the penalty revenues received during the applicable Annual Period under the preceding sentence, net of costs, plus accrued interest calculated in accordance with Section 154.501 of the Commission's regulations. Seller shall credit the Non-Offending Storage Customers' invoices within sixty (60) days following the end of the applicable Annual Period. Each Non-Offending Storage Customer's credit shall be based on the ratio of the scheduled volumes from the Non-Offending Storage Customer for each applicable Month of the Annual Period, divided by the scheduled volumes from all Non-Offending Storage Customers for same Month of the Annual Period. In determining each Non-Offending Storage Customer's credit, the scheduled volumes of Storage Customers that were assessed a penalty charge during a particular Month of the applicable Annual Period, will be excluded from the credit calculation for that Month.
- (b) On an annual basis, for each Month of the Annual Period, Seller shall determine the total amount of penalty revenues it has received from Rate Schedule MARC I FTS, MARC I ITS, FTS-2, ITS-2, FWS and IWS Customers and from Operators (collectively, "Transport Customers"), including any OFO damages paid by Transport Customers pursuant to Section 6.16 of these General Terms and Conditions, net of costs. Seller shall credit those Transport Customers that were not billed penalties during the applicable Month of the Annual Period ("Non-Offending Transport Customers") an amount in total equal to the penalty revenues received during the applicable Annual Period under the preceding sentence, net of costs, plus accrued interest calculated in accordance with Section 154.501 of the Commission's regulations. Seller shall credit the Non-Offending Transport Customers' invoices within sixty (60) days following the end of the applicable Annual Period. Each Non-Offending Transport Customer's credit shall be based on the ratio of the scheduled volumes from the Non-Offending Transport Customer for each applicable Month of the Annual Period, divided by the scheduled volumes from all Non-Offending Transport Customers for the same Month of the Annual Period. In determining each Non-Offending Transport Customer's credit, the scheduled volumes of Transport Customers that were assessed a penalty charge during a particular Month of the

applicable Annual Period, will be excluded from the credit calculation for that Month.



6.19 GENERAL TERMS AND CONDITIONS - CAPACITY RELEASE

6.19 CAPACITY RELEASE

Any Customer or Replacement Customer under Rate Schedule FSS, FWS, MARC I FTS, or FTS-2 shall be entitled to release all or a portion of its capacity pursuant to this Section 6.19. Any release of capacity by a Customer or Replacement Customer shall be pursuant to this Section 6.19.

6.19.1 PROCEDURE FOR MAKING OFFER TO RELEASE.

- (a) Releasing Customer shall communicate its release notice through Seller's Interactive Website. The Releasing Customer shall submit the following information, objectively stated and applicable to all potential Customers on a non-discriminatory basis:
  - (1) the pricing provisions of the offer to release; any minimum rates specified by the Releasing Customer;
  - (2) the specific quantity to be released in dth expressed as a numeric quantity only; the basis for released quantity should be (i) per Day for storage injection, storage withdrawal, and applicable North Lateral and/or South Lateral quantity, or per Day for wheeling and applicable firm wheeling quantity; and a per-release quantity for storage capacity and total release period quantity (In establishing terms for capacity release, Releasing FSS Customer may release quantities up to the Maximum Daily Injection Quantity, Maximum Daily Withdrawal Quantity, North Lateral Maximum Daily Quantity, South Lateral Maximum Daily Quantity and Maximum Storage Quantity set forth in Releasing Customer's Service Agreement, Releasing FWS Customer may release quantities up to the Maximum Daily Firm Wheeling Quantity set forth in Releasing Customer's Service Agreement, and Releasing MARC I FTS or FTS-2 Customer may release quantities up to the Maximum Daily Firm Transportation Quantity set forth in Releasing Customer's Service Agreement);
  - (3) the duration of release or term including any right to recall;
  - (4) the terms and conditions of any recall rights;
  - (5) whether the release is on a permanent or temporary basis;
  - (6) the length of time the offer to release should be posted for bidding on Seller's Interactive Website;
  - (7) whether there are any reput rights;

- (8) any other conditions or contingencies of the offer to release, including nondiscriminatory provisions necessary to evaluate bids; and the tie breaking criteria, provided, however, that bid evaluations will be limited to highest rate, net revenue and present value;
  - (9) the legal name of the Replacement Customer that is designated in any Pre-Arranged Release ("Designated Replacement Customer");
  - (10) whether the release constitutes "a release to an asset manager" within the meaning of 18 C.F.R. § 284.8(h)(3);
  - (11) whether the release constitutes "a release to a marketer participating in a state-regulated retail access program" within the meaning of 18 C.F.R. § 284.8(h)(4);
  - (12) the bid evaluation method;
  - (13) for volumetric releases, any minimum volumetric commitment; and
  - (14) A description of any Storage Inventory that must be transferred with released storage capacity, including
    - (i) the quantity of Gas in Storage Inventory to be transferred to the Replacement Customer at the beginning of the release term, (ii) the quantity of Gas which Replacement Customer is to cause to be in the Storage Inventory to be transferred to the Releasing Customer at the end of the release term, (iii) the price(s) (if applicable) to be paid by the Replacement Customer to the Releasing Customer and/or by the Releasing Customer to the Replacement Customer for the transfers of Gas in Storage Inventory described in items (i) and (ii), and (iv) any other reasonable conditions that the Releasing Customer chooses to place on the storage inventory transfers.
- (b) Seller's creditworthiness standards shall apply to any potential Replacement Customer and Releasing Customer shall not establish its own creditworthiness standards for bidding customer.
- (c) Releasing Customer may withdraw any existing offer to release, if a valid and acceptable bid has not been received. Releasing Customer has the right to withdraw its offer to release during the bid period via Seller's Interactive Website, where unanticipated circumstances justify such withdrawal and no minimum bid has been made. Releasing Customer shall have the option to accept

contingent bids which extend beyond the close of the bidding period. Releasing Customer cannot extend the original bid period or the pre-arranged deal Matching Period without posting a new release. Re-release of Released Capacity shall be allowed on the same terms and basis as the primary release (except for volumetric releases that may not be re-released).

- (d) CAPACITY RELEASE TIMELINE. The "Capacity Release Timeline" set forth below is applicable to all parties of the Capacity Release process; however it is only applicable if: (1) all information provided by parties to the transaction is valid and Replacement Customer has been determined to be creditworthy before the capacity release bid is tendered and (2) the release contains no special terms or conditions of the release.

For biddable releases (one (1) year or less):

- Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.
- Open season ends at 10:00 a.m. on the same or a subsequent Business Day.
- Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best Bid is made, and ties are broken.
- If no match is required, the evaluation period ends and the Award is posted by 11:00 a.m.
- Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the Award is posted by 12:00 Noon.
- The contract is issued within one hour of the Award posting (with a new contract number, when applicable).
- Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

For biddable releases (more than one (1) year):

- Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.
- Open season shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days.
- Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best Bid is made, and ties are broken.
- If no match is required, the evaluation period ends and the Award is posted by 11:00 a.m.
- Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the Award is posted by 12:00 Noon.

- The contract is issued within one hour of the Award posting (with a new contract number, when applicable).
- Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

For non-biddable releases: the posting of prearranged deals that are not subject to bid are due no later than one hour prior to the nomination deadline for the applicable cycle, pursuant to NAESB WGQ Standard No. 1.3.2. The posting deadlines are:

- |                    |            |
|--------------------|------------|
| • Timely Cycle     | 12:00 Noon |
| • Evening Cycle    | 5:00 p.m.  |
| • Intraday 1 Cycle | 9:00 a.m.  |
| • Intraday 2 Cycle | 1:30 p.m.  |
| • Intraday 3 Cycle | 6:00 p.m.  |

Seller will issue a contract within one hour of the Award posting (with a new contract number, when applicable). Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

(e) COMPETITIVE BIDDING PROCEDURE.

Bids may be submitted by potential Replacement Customers via Seller's Interactive Website during the posting period. Seller shall post the terms of each complete bid, but will not post the identity of the bidder. Posted bids will be accessible via Seller's Interactive Website. Seller will also require the potential Replacement Shipper to provide all information set forth in Section 6.2 of the General Terms and Conditions of this FERC Gas Tariff. Upon expiration of the offer, Seller shall remove such offer of release from its Interactive Website.

Potential Replacement Customers may withdraw their posted bids at any time during the bidding period via Seller's Interactive Website. Bids posted by potential Replacement Customers are binding until written or electronic notice of withdrawal is received by Seller. Potential Replacement Customers cannot withdraw bids after the bidding period ends. Such potential Replacement Customers may not post another bid for the same capacity lower than their previous bid.

(f) PRE-ARRANGED RELEASE

- (1) Releasing Customer shall have the right to release capacity to a Pre-Arranged Replacement Customer without posting an offer on Seller's Interactive Website if: (1) the Replacement Customer provides Seller, via Seller's Interactive Website, with the

terms and conditions of the Pre-Arranged Release as specified in this Section 6.19 and the release is for a period more than one (1) year at the maximum tariff rate (Rate Schedules FWS, MARC I FTS and FTS-2 only) or a period of 31 days or less; or (2) the release constitutes "a release to an asset manager" within the meaning of 18 C.F.R. § 284.8(h)(3)); or (3) the release constitutes "a release to a marketer participating in a state-regulated retail access program" within the meaning of 18 C.F.R. § 284.8(h)(4)). If Releasing Customer exercises such right, it must provide Seller with the terms and conditions of the Pre-Arranged Release prior to the nomination of the released entitlements, and the Replacement Customer shall adhere to the contracting requirements. The Replacement Customer shall meet any eligibility requirements under this Section 6.19. For capacity release not subject to posting and bidding, Replacement Customer shall have the right to submit Nominations to Seller at the next scheduled opportunity pursuant to Section 6.4 of the General Terms and Conditions of Seller's FERC Gas Tariff following Seller's receipt from Releasing Customer of the terms and conditions of such prearranged capacity release and Seller will tender to Replacement Customer within one hour of such notification a contract with contract number regarding such capacity release.

- (2) Matching Rights. In the event a bid is received that more closely meets the criteria specified by the Releasing Customer, Seller shall provide the Pre-Arranged Replacement Customer an opportunity to match the bid that more closely meets the criteria specified by the Releasing Customer during the applicable time period pursuant to the Capacity Release Timeline ("Matching Period"). The Pre-Arranged Replacement Customer shall receive notification on Seller's Interactive Website no later than the applicable time pursuant to the Capacity Release Timeline of the terms and conditions of the prevailing bid and shall have the Matching Period to respond via Seller's Interactive Website. The Replacement Customer shall post on Seller's Interactive Website its match response no later than the applicable time pursuant to the Capacity Release Timeline. Absent a response, the capacity shall be awarded to the prevailing bidder no later than the applicable time pursuant to the Capacity Release Timeline.

- (g) Released Capacity will be awarded no later than the applicable time pursuant to the Capacity Release Timeline. The capacity will be awarded to the Replacement Customer

which otherwise satisfies the requirements of this FERC Gas Tariff and also meets all of the conditions of the offer to release capacity. In the case of multiple bid winners, the highest ranking bid will receive the entire maximum amount of capacity bid. The next highest ranking bidder will receive the remainder of the offered capacity provided that the amount remaining is above the bidder's minimum acceptable quantity. Any remaining capacity will be awarded to the next highest bidder under the same provisions as above. This process will repeat until either all of the offered capacity is awarded or the remaining capacity falls below either the Releasing Customer's minimum quantity or all of the remaining bidder's minimum acceptable quantities. Seller shall not be required to contract with parties submitting bids that do not meet the conditions of the offer to release capacity. Bids will be evaluated by the criteria provided by the Releasing Customer. If no criteria are provided by the Releasing Customer, bids will be accepted in the order of priority based upon the highest net present value (as determined pursuant to Section 6.10.1(b) of these General Terms and Conditions) offered by the competing bids. If no criteria are provided by the Releasing Customer for breaking ties, priority will be given to bids submitted first in time. The ultimate awarding of the capacity will be posted subsequently on Seller's Interactive Website by the applicable time pursuant to the Capacity Release Timeline, unless bidder was a contingent bidder and the contingency did not occur. Seller will tender a numbered Agreement to the winning bidder by the applicable time pursuant to the Capacity Release Timeline, and the winning bidder shall enter into an Agreement with Seller pursuant to Section 6.19.2 of these General Terms and Conditions. Seller is required to meet the Capacity Release Timeline for processing capacity releases only if the Releasing Customer's best bid methodology is either: (1) highest rate, (2) highest net revenue, or (3) greatest net present value. In all cases, Replacement Customers will be subject to all requirements of this FERC Gas Tariff. Storage Service to the Replacement Customer may commence, prior to the posting of the winning bid, if capacity has been awarded and a contract executed.

(h) Recall/Reput Rights

- (1) A Releasing Customer cannot in any way modify recall rights as specified by a previous Releasing Customer, but may specify its own recall rights, subject to any recall rights specified by a previous Releasing Customer. A potential Replacement Customer is responsible for obtaining from the Releasing Customer with whom it is negotiating for released capacity any information concerning recall rights specified by a previous Releasing Customer. A Releasing Customer

specifying recall conditions shall be the only party that can exercise and administer such recall rights. In the event of any conflict, the instructions and communications of the Releasing Customer specifying the recall conditions shall govern. If the release specifies that the Releasing Customer has reput rights and the recall ends prior to the end of the release term at the end of the recall period, capacity shall revert back to the Replacement Customer, if applicable, subject to Seller's nomination procedures.

- (2) Releasing shippers may, to the extent permitted as a condition of the capacity release, recall released capacity pursuant to the following:

Timely Recall Notification:

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

Early Evening Recall Notification:

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

Evening Recall Notification:

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

Intraday 1 Recall Notification:

- A Releasing Shipper recalling capacity shall provide notice of such recall to the Seller and the first Replacement Shipper no later than 7:00 a.m. on the day that Intraday 1 Nominations are due;
- The Seller shall provide notification of such recall to all affected Replacement Shippers no later

than 8:00 a.m. on the day that Intraday 1 Nominations are due (Central Clock Time);

Intraday 2 Recall Notification:

- A Releasing Shipper recalling capacity shall provide notice of such recall to the Seller and the first Replacement Shipper no later than 12:00 p.m. on the day that Intraday 2 Nominations are due;
- The Seller shall provide notification of such recall to all affected Replacement Shippers no later than 1:00 p.m. on the day that Intraday 2 Nominations are due (Central Clock Time);

Intraday 3 Recall Notification:

- A Releasing Shipper recalling capacity shall provide notice of such recall to the Seller and the first Replacement Shipper no later than 4:00 p.m. on the day that Intraday 3 Nominations are due;
- The Seller shall provide notification of such recall to all affected Replacement Shippers no later than 5:00 p.m. on the day that Intraday 3 Nominations are due (Central Clock Time).

Notification of recall provided by the Releasing Shipper to the Seller shall express the quantity recalled in terms of adjusted total released capacity entitlements based upon Elapsed Prorata Capacity, as defined by NAESB.

- (iii) Seller shall have no liability to any party in relying on the recall instructions and conditions specified by the Releasing Customer, except to the extent that such party establishes that Seller has incorrectly applied such instructions as a result of the negligent action or willful misconduct of Seller.

6.19.2 EXECUTION OF SERVICE AGREEMENT. Once the provisions of Section 6.19 are satisfied, and as a condition precedent to receiving service pursuant to a capacity release, Replacement Customer shall execute a Service Agreement with Seller. The Replacement Customer's successful bid for capacity shall be binding and constitute its contractual signature with respect to the Replacement Shipper's Service Agreement. Seller's posting on its Interactive Website of Replacement Customer's selection as the winning bidder, shall constitute Seller's contractual signature signifying an acceptance of the Replacement Customer's bid and shall consummate a binding contract between the parties.

6.19.3 BILLING ADJUSTMENT. Releasing Customer shall remain fully obligated under the terms of its Service Agreement with Seller during any capacity release except for Usage Charges incurred by any Replacement Customer that has purchased capacity released by the Releasing Customer. Seller shall credit the invoice of Releasing Customer each Month for the respective Reservation



Rate charges invoiced by Seller to Replacement Customer provided, however, that such credit:

- (a) shall not include any charges billed to the Replacement Customer under Section 5.X.5 of the applicable Rate Schedule; and
- (b) shall be reduced by the amount of any marketing fee Seller is entitled to collect pursuant to Section 6.19.4 of these General Terms and Conditions.

If a Replacement Customer fails to pay, within fifteen (15) days of the due date, all or any part of its Reservation Rate charges under the North Lateral Reservation Rate, South Lateral Reservation Rate, Capacity Reservation Rate, Base Gas Rate or Firm Wheeling Reservation Rate which have been credited to Releasing Customer, such unpaid amount, with applicable interest accruing from the date Replacement Customer's payment was due, will be charged to the Releasing Customer's next monthly bill and will be due and payable by Releasing Customer, unless Replacement Customer in good faith shall dispute the billed charges in accordance with the provisions set forth in Section 6.8.2 of these General Terms and Conditions. If such failure to pay continues for thirty (30) days after payment is due, and the Replacement Customer has not disputed billings in accordance with Section 6.8.2 of these General Terms and Conditions, then Seller may, in addition to any other remedies it may have hereunder, terminate its Agreement with the Replacement Customer, and the Replacement Customer shall be deemed to have consented to abandonment of service under the Agreement. If the Agreement with the Replacement Customer is so terminated and service abandoned, the capacity will revert to the Releasing Customer, and will be governed by the terms and conditions of its existing Service Agreement with Seller. If Releasing Customer pays delinquent amounts owed by Replacement Customer and Seller subsequently receives payment from Replacement Customer of some or all of such amounts, Seller will credit the amounts received from the Replacement Customer in Seller's next monthly bill to the Releasing Customer. Until the delinquent amounts are paid, neither Releasing Customer nor the Replacement Customer will be absolved of responsibility for paying such amount. Seller shall provide the original Releasing Customer with Internet e-mail notification reasonably proximate in time with any of the following formal notices given by the Seller to the Releasing Customer's Replacement Customer(s), of the following:

- (1) Notice to the Replacement Customer regarding the Replacement Customer's past due, deficiency, or default notice status pursuant to Seller's FERC Gas 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 Seller's FERC Gas Tariff.

6.19.4 **MARKETING FEE.** Seller may negotiate with Releasing Customer to market all or a portion of the released capacity to potential Replacement Customers who, as a result of such marketing activity, bid for such capacity during the competitive bidding procedure. If Seller contracts with a Replacement Customer found by Seller, Seller shall be entitled to a marketing fee which will be negotiated between Seller and Releasing Customer, such marketing fee to be deducted monthly from credits due Releasing Customer with respect to each dth of capacity purchased by the Replacement Customer. Each Replacement Customer found by Seller shall submit with its bid a statement attesting to Seller's marketing efforts in connection with such Replacement Customer's decision to purchase released capacity. Such statement shall constitute conclusive evidence of Seller's proactive marketing effort entitling Seller to a marketing fee.

6.19.5 **TERM.** Any release under this Section 6.19 shall be for a maximum term not longer than the remaining term of the underlying FSS, FWS, MARC I FTS or FTS-2 Service Agreement.

6.19.6 **VOLUMETRIC RELEASE.** Customer may release capacity on a volumetric basis, provided that:

- (a) all requirements and conditions of the release be specified by the Releasing Customer in the release notice, including any minimum storage volume requirement;
- (b) the requirements and conditions specified by Releasing Customer must meet all of the requirements and conditions of Seller's FERC Gas Tariff;
- (c) Seller will bill the volumetric rate for release established by the volumetric release for (i) volumes actually wheeled or transported, or (ii) the greater of (A) the volumes actually injected into storage by Seller for the account of Replacement Customer or (B) the minimum storage volume requirement if actual injected volumes are less than the required minimum storage requirement; and
- (d) Replacement Customer shall remain fully responsible for all Usage Charges incurred.

6.19.7 **RELEASES OF 31 DAYS OR LESS.** Capacity Releases and Pre-Arranged Releases for a period of 31 Days or less need not comply with

the posting and bidding requirements of Section 6.19.1 of these General Terms and Conditions. Releases of a period of 31 Days or less may not roll-over, extend, or continue in any way without complying with Section 6.19.1 of these General Terms and Conditions, and may not be re-released to the same Replacement Customer until twenty eight (28) Days after the first release period has ended.

6.19.8 All potential Replacement Customers that desire to bid on released capacity must pre-qualify with Seller by submitting the information required in a Service Request Form and by demonstrating creditworthiness in the same manner and subject to the same standards and procedures as required for Customers under Rate Schedule FSS, FWS, MARC I FTS, or FTS-2, as the case may be. Seller shall not award capacity release offers to a Replacement Customer until and unless the Replacement Customer meets Seller's creditworthiness requirements applicable to all services that it receives from the Seller, including the service represented by the capacity release. Once the conditions of this FERC Gas Tariff are met and the terms and conditions specified in the Releasing Customer's offer to release are met, the Replacement Customer will then be considered as any other Customer on Seller's system. Any such Replacement Customer must comply with all provisions of Seller's FERC Gas Tariff. Prior to the commencement of service pursuant to any release request, the Replacement Customer shall submit to Seller, in accordance with Section 6.2.1 of these General Terms and Conditions, a check in an amount equal to the lesser of \$10,000 or the aggregate reservation charges which would be due for two Months of released service.

6.19.9 The term "Permanent Capacity Release" shall mean the release of capacity by Customer for the remaining term of its Service Agreement with Seller. If

- (a) the terms and conditions of the new Service Agreement with the Replacement Customer are at least as favorable to Seller as the Service Agreement between Seller and the Releasing Customer, and
- (b) the Replacement Customer is at least as creditworthy as the Releasing Customer,

Releasing Customer shall not be liable for any charges incurred by the Replacement Customer after the Permanent Capacity Release. Replacement Customer under a Permanent Capacity Release shall be subject to all terms of this FERC Gas Tariff.

6.20 GENERAL TERMS AND CONDITIONS - NAESB STANDARDS

6.20 Compliance with 18 C.F.R., Section 284.12

Seller has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 3.2, which are required by the Commission in 18 C.F.R. Section 284.12(a), as indicated below. Standards without accompanying identification or notations are incorporated by reference. Standards that are not incorporated by reference are identified along with the tariff record in which they are located. Standards for which waivers or extensions of time have been granted are also identified.

**Standards not Incorporated by Reference and their Location in Tariff:**

<u>NAESB Standard</u>	<u>Tariff Record</u>
1.3.2(i-vi)	6.4 Nominations, Scheduling and Allocation
5.3.2	6.19 Capacity Release
5.3.44	6.19 Capacity Release

**Standards Incorporated by Reference:**

**Additional Standards:**

**General:**

Definition:

0.2.5

Standards:

0.3.1, 0.3.2, 0.3.16, 0.3.17

**Creditworthiness:**

Standards:

0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10

**Gas/Electric Operational Communications:**

Definitions:

0.2.1, 0.2.2, 0.2.3, 0.2.4

Standards:

0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

**Operating Capacity and Unsubscribed:**

Standards:

0.3.18, 0.3.20, 0.3.21, 0.3.22

Datasets:

0.4.2, 0.4.3

**Location Data Download:**

Standards:

0.3.23, 0.3.24, 0.3.25, 0.3.26, 0.3.27, 0.3.28, 0.3.29

Dataset:

0.4.4

**Storage Information:**

Dataset:

0.4.1

**Nominations Related Standards:**

Definitions:

1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10,  
1.2.11, 1.2.12, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18,  
1.2.19

Standards:

1.3.1, 1.3.3, 1.3.4, 1.3.5, 1.3.6, 1.3.7, 1.3.8, 1.3.9, 1.3.11,  
1.3.13, 1.3.14, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.19, 1.3.20,  
1.3.21, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28,  
1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33, 1.3.34, 1.3.35, 1.3.36,  
1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44,  
1.3.45, 1.3.46, 1.3.48, 1.3.51, 1.3.53, 1.3.55, 1.3.56, 1.3.58,  
1.3.62, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70,  
1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79,  
1.3.80, 1.3.81, 1.3.82

Datasets:

1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7

**Flowing Gas Related Standards:**

Definitions:

2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5

Standards:

2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.9,  
2.3.10, 2.3.11, 2.3.12, 2.3.13, 2.3.14, 2.3.15, 2.3.16, 2.3.17,  
2.3.18, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.26,  
2.3.27, 2.3.28, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.40, 2.3.41,  
2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.50,  
2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58,  
2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.3.66

Datasets:

2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9,  
2.4.10, 2.4.11, 2.4.17, 2.4.18

**Invoicing Related Standards:**

Definition:

3.2.1

Standards:

3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11,  
3.3.12, 3.3.13, 3.3.14, 3.3.15, 3.3.16, 3.3.17, 3.3.18, 3.3.19,  
3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26, 3.3.27

Datasets:

3.4.1, 3.4.2, 3.4.3, 3.4.4

**Quadrant Electronic Delivery Mechanism Related Standards:**

Definitions:

4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9,  
4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17,  
4.2.18, 4.2.19, 4.2.20

Standards:

4.3.1, 4.3.2, 4.3.3, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22,  
4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.30, 4.3.31,  
4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.40, 4.3.41,  
4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49,  
4.3.50, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.57, 4.3.58, 4.3.60,  
4.3.62, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.75, 4.3.78,  
4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.84, 4.3.85, 4.3.86, 4.3.87,  
4.3.89, 4.3.90, 4.3.91, 4.3.92, 4.3.93, 4.3.94, 4.3.95, 4.3.96,  
4.3.97, 4.3.98, 4.3.99, 4.3.100, 4.3.101, 4.3.102, 4.3.103,  
4.3.104, 4.3.105, 4.3.106, 4.3.107, 4.3.108, 4.3.109, 4.3.110

**Capacity Release Related Standards:**

Definitions:

5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5

Standards:

5.3.1, 5.3.3, 5.3.4, 5.3.5, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 5.3.11,  
5.3.12, 5.3.13, 5.3.14, 5.3.15, 5.3.16, 5.3.18, 5.3.19, 5.3.20,  
5.3.21, 5.3.22, 5.3.23, 5.3.24, 5.3.25, 5.3.26, 5.3.28, 5.3.29,  
5.3.31, 5.3.32, 5.3.33, 5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38,  
5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.45, 5.3.46, 5.3.47, 5.3.48,  
5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.53, 5.3.54, 5.3.55, 5.3.56,  
5.3.57, 5.3.58, 5.3.59, 5.3.60, 5.3.62, 5.3.62a, 5.3.63, 5.3.64,  
5.3.65, 5.3.66, 5.3.67, 5.3.68, 5.3.69, 5.3.70, 5.3.71, 5.3.72,  
5.3.73

Datasets:

5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.20, 5.4.21, 5.4.22, 5.4.23,  
5.4.24, 5.4.25, 5.4.26, 5.4.27

**Internet Electronic Transport Related Standards:**

Definitions:

10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8,  
10.2.9, 10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15,  
10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22,  
10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29,  
10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36,  
10.2.37, 10.2.38, 10.2.39

Standards:

10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9,  
10.3.10, 10.3.11, 10.3.12, 10.3.14, 10.3.15, 10.3.16, 10.3.17,  
10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24,  
10.3.25, 10.3.26, 10.3.27, 10.3.28, 10.3.29

**Standards for which Waiver or Extension of Time to Comply have been granted:**

NAESB Standard	Waiver or Extension of Time
0.4.1	Extension of Time
1.4.1	Extension of Time
1.4.2	Extension of Time
1.4.3	Extension of Time
1.4.4	Extension of Time
1.4.5	Extension of Time
1.4.6	Extension of Time
1.4.7	Extension of Time
2.4.1	Extension of Time
2.4.2	Extension of Time
2.4.3	Extension of Time
2.4.4	Extension of Time
2.4.5	Extension of Time
2.4.6	Extension of Time
3.4.1	Extension of Time
3.4.2	Extension of Time
3.4.3	Extension of Time
3.4.4	Extension of Time
4.3.60	Waiver

6.21 RESERVATION CHARGE CREDITS

6.21.1 General. If on any Gas Day, Seller is unable to make deliveries of the quantities of Gas that a Customer has nominated (i) under a firm transportation service for delivery from a primary Receipt Point to a primary Delivery Point or (ii) under a firm storage service for storage injection or withdrawal at the Point of Injection/Withdrawal, then Seller, except as provided in Section 6.21.3 below, shall provide to such Customer a reservation charge credit applicable to the quantities of Gas that were nominated and confirmed, but not delivered; provided however, Seller shall not be relieved of the obligation to provide credits for failure to confirm a nomination for reasons within its control.

6.21.2 Determination of Reservation Charge Credits.

- (a) For the applicable Gas Day(s), the reservation charge credit shall be equal to the product of the Customer's Reservation Charge(s), stated on a daily basis, multiplied by the quantities of Gas as determined pursuant to Section 6.21.2(b) below.
- (b) For the applicable Gas Day(s), the quantities of Gas to which the reservation charge credit shall apply shall be the lesser of the following:
  - (1) (i) the quantities that Customer has nominated, and which have been confirmed for delivery from Customer's primary Receipt Point(s) to Customer's primary Delivery Point(s) or, if applicable, at Customer's Point of Injection/Withdrawal, less (ii) the quantities delivered at Customer's primary Delivery Point(s) from Customer's primary Receipt Point(s) or, if applicable, at Customer's Point of Injection/Withdrawal; or
  - (2) when Seller has given advance notice of the unavailability of service, (i) the average of the daily quantities for the seven (7) day period immediately preceding the service interruption in which there was no outage or curtailment, delivered at Customer's primary Delivery Point(s) from Customer's primary Receipt Point(s) or, if applicable, at Customer's Point of Injection/Withdrawal, less (ii) the quantities delivered at Customer's primary Delivery Point(s) from Customer's primary Receipt Point(s) or, if applicable, at Customer's Point of Injection/Withdrawal; provided, however, that if Seller's notice of a non-force majeure service interruption is not provided until after the Timely Nomination cycle then the seven (7) day average will not be applicable; or
  - (3) (i) Customer's MDIQ or MDWQ, as applicable (for service under Seller's Rate Schedule FSS), or Customer's MDFWQ



or MDFTQ, as applicable (for service under Seller's Rate Schedules FWS, MARC I FTS or FTS-2), less (iii) the quantities delivered at Customer's primary Delivery Point(s) from Customer's primary Receipt Point(s) or, if applicable, at Customer's Point of Injection/Withdrawal;

provided, however, in the event Seller has given advance notice that no firm service will be available through a segment of its system, a Customer(s) will not be required to make a nomination to be eligible for credits under this Section 6.21 and the quantities of Gas to which the credit shall apply shall be the lesser of the quantities set forth in subsections 6.21.2(b) (2) and (3) above.

6.21.3 Exceptions. Seller shall not be obligated to provide reservation charge credits under the following circumstances:

- (a) due to the conduct or operations of Customer, not within the control of Seller, including, but not limited to, Customer's refusal to accept delivery of Gas that Seller has made available for delivery; or
- (b) due to the conduct of the upstream point operator of the facilities at a primary Receipt Point(s) or the downstream point operator of the facilities at a primary Delivery Point(s), not within the control of Seller, including, but not limited to, damage or malfunction of the upstream or downstream point operator's facilities or the inability of the upstream or downstream point operator to deliver or receive Gas at Customer's contract pressure (if any) or Seller's mainline pressure; or
- (c) during the first ten (10) days of service interruption due to a force majeure event pursuant to the provisions set forth in Section 6.9 of these General Terms and Conditions.

7.0 FORMS OF SERVICE AGREEMENTS

- 7.1 FIRM STORAGE SERVICE AGREEMENT  
(FOR USE UNDER RATE SCHEDULE FSS)
- 7.2 INTERRUPTIBLE STORAGE SERVICE AGREEMENT  
(FOR USE UNDER RATE SCHEDULE ISS)
- 7.3 INTERRUPTIBLE WHEELING SERVICE AGREEMENT  
(FOR USE UNDER RATE SCHEDULE IWS)
- 7.4 FIRM WHEELING SERVICE AGREEMENT  
(FOR USE UNDER RATE SCHEDULE FWS)
- 7.5 FIRM TRANSPORTATION SERVICE AGREEMENT  
(FOR USE UNDER RATE SCHEDULE MARC I FTS)
- 7.6 INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT  
(FOR USE UNDER RATE SCHEDULE MARC I ITS)
- 7.7 FIRM TRANSPORTATION SERVICE AGREEMENT  
(FOR USE UNDER RATE SCHEDULE FTS-2)
- 7.8 INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT  
(FOR USE UNDER RATE SCHEDULE ITS-2)
- 7.9 MASTER PARK AND LOAN SERVICE AGREEMENT  
(FOR USE UNDER RATE SCHEDULE PAL)

7.1 FIRM STORAGE SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule FSS)

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

THIS AGREEMENT entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller" and \_\_\_\_\_, hereinafter referred to as "Customer".

W I T N E S S E T H

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

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

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I - STORAGE SERVICE

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

ARTICLE II - POINTS OF INJECTION/WITHDRAWAL

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

ARTICLE III - TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written. Service hereunder shall commence on \_\_\_\_\_, or on such later date when Seller shall notify Customer that the facilities of Seller required to provide firm Storage Service hereunder are completed and in service, and shall remain in effect for a primary term ending on [when applicable, replace: "ending on" with "of"] \_\_\_\_\_ (unless modified as per Exhibit "C" hereto). To the extent Customer has the right to extend this Agreement after the primary term, such rights shall be set forth in Exhibit "A" hereto; provided, however, if the primary term is one year or more and Exhibit "A" does not specify Customer's extension rights under the Agreement, then any rights to Customer's extension of this Agreement after the primary term shall be governed by Section 6.10.1(b) of the General Terms and Conditions ("GT&C") of Seller's FERC Gas Tariff.
2. Any portions of this Agreement necessary to resolve imbalances under this Agreement as required by Section 6.11.11 of the GT&C of Seller's FERC Gas Tariff shall survive any termination of this Agreement until such time as such balancing has been accomplished; provided, however, that Seller notifies Customer of such imbalance not later than twelve (12) months after the termination of this Agreement.

ARTICLE IV - RATES AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FSS and the applicable provisions of the GT&C of Seller's FERC Gas Tariff, as filed with the Commission. Exhibit "A" hereto sets forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit "A" to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FSS or in the GT&C of Seller's FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement:

[Write "None." or specify the agreement]

ARTICLE V - NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC

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

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

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

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

ARTICLE VI - INCORPORATION BY REFERENCE

1. The provisions of Rate Schedule FSS and the GT&C of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule FSS or in the GT&C and used in this Agreement shall be given the meanings given such terms in Rate Schedule FSS or the GT&C, as applicable.

ARTICLE VII - MISCELLANEOUS

1. This Agreement supersedes and cancels, as of the effective date hereof, the following contracts \_\_\_\_\_. [If not applicable, insert "None."]
2. [If Customer is a Replacement Customer, add the following language:  
"The offer of release issued by the Releasing Customer is incorporated herein by reference."]

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

Stagecoach Pipeline & Storage Company LLC

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT "A"

to FSS Agreement dated \_\_\_\_\_ between  
Stagecoach Pipeline & Storage Company LLC (Seller)  
and  
\_\_\_\_\_ (Customer)

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

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

I. MAXIMUM DAILY INJECTION QUANTITY: \_\_\_\_\_ dth

II. MAXIMUM DAILY WITHDRAWAL QUANTITY: \_\_\_\_\_ dth

III. MAXIMUM STORAGE QUANTITY: \_\_\_\_\_ dth

IV. POINT(S) OF INJECTION/WITHDRAWAL

Beg. Date	Ending Date	Meter	Meter Name	Location	I/W	Meter TQ

Total Injection Quantity \_\_\_\_\_  
Total Withdrawal Quantity \_\_\_\_\_

V. NORTH LATERAL QUANTITY: \_\_\_\_\_ dth

VI SOUTH LATERAL QUANTITY: \_\_\_\_\_ dth

VII. RATES AND CHARGES

	Applicable Rate	Unit
Capacity Reservation Rate (monthly)		\$ per dth of MSQ
North Lateral Reservation Rate (monthly)		\$ per dth of MLMDQ
South Lateral Reservation Rate (monthly)		\$ per dth of SLMDQ
Injection Rate (commodity)		\$ per dth
Withdrawal Rate (commodity)		\$ per dth
Overrun Injection Rate (commodity)		\$ per dth
Overrun Withdrawal Rate (commodity)		\$ per dth
North Lateral Overrun Rate (commodity)		\$ per dth
South Lateral Overrun Rate (commodity)		\$ per dth
Base Gas Rate		\$ per dth of MSQ
Seller's Injection Use		\$ per dth and %

VIII. ADDITIONAL CHARGES - pursuant to Section 5.1.5 of Rate Schedule FSS

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

IX. OTHER

[If applicable, include other provisions permitted by Seller's FERC Gas Tariff, such as roll-over, ROFR rights and/or minimum and maximum pressure provisions.]



EXHIBIT "B"

to

FSS Agreement dated \_\_\_\_\_

between

Stagecoach Pipeline & Storage Company LLC (Seller)

and

\_\_\_\_\_(Customer)

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

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

Ratchet Provisions. The quantity of Gas which Customer may inject and withdraw pursuant to this Service Agreement at any time shall be subject to the injection and withdrawal ratchet provisions corresponding to the options Customer has selected and identified below.

<u>Injection Ratchet</u>	<u>Customer's Storage Inventory/MSQ</u>	<u>MDIQ Multiplier</u>
_____ Option 1	0 - 100%	100%
_____ Option 2	0 - 75%	100%
	Greater than 75% - 90%	60%
	Greater than 90%	40%
_____ Option 3	0 - 70%	100%
	Greater than 70% - 95%	75%
	Greater than 95%	25%
<u>Withdrawal Ratchet</u>	<u>Customer's Storage Inventory/MSQ</u>	<u>MDWQ Multiplier</u>
_____ Option 1	100% - 0%	100%
_____ Option 2	100% - 40%	100%
	Less than 40% - 10%	40%
	Less than 10%	20%
_____ Option 3	100% - 50%	100%
	Less than 50% - 15%	50%
	Less than 15%	25%
_____ Option 4	100% - 60%	100%
	Less than 60% - 25%	50%
	Less than 25%	25%

Service under this Service Agreement shall not be subject to any "cycling requirement" that would compel Customer to withdraw or inject Gas so as to achieve a prescribed maximum or minimum level of Storage Inventory as of a specified date.

[Include when applicable]

EXHIBIT "C"

to

FSS Agreement dated \_\_\_\_\_

between

Stagecoach Pipeline & Storage Company LLC (Seller)

and

\_\_\_\_\_(Customer)

Revenue Reduction Option

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

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

OPTION PERIOD(S) :

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

OPTION DESCRIPTION:

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

OPTION CONSIDERATION:

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

ANY LIMITATIONS ON  
THE EXERCISE OF THE  
REVENUE REDUCTION  
OPTION:

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

7.2 INTERRUPTIBLE STORAGE SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule ISS)

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

THIS AGREEMENT entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller" and \_\_\_\_\_, hereinafter referred to as "Customer".

W I T N E S S E T H

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

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

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I - STORAGE SERVICE

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

ARTICLE II - POINTS OF INJECTION/WITHDRAWAL

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

ARTICLE III - TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written. Service hereunder shall commence on \_\_\_\_\_, and shall remain in effect on a month to month basis, unless terminated by Seller or Customer upon at least thirty (30) days prior written notice to the other party.
2. Any portions of this Agreement necessary to resolve imbalances under this Agreement as required by Section 6.11.11 of the General Terms and Conditions ("GT&C") of Seller's FERC Gas Tariff shall survive any termination of this Agreement until such time as such balancing has been accomplished; provided, however, that Seller notifies Customer of such imbalance not later than twelve (12) months after the termination of this Agreement.

ARTICLE IV - RATES AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule ISS and the applicable provisions of the GT&C of Seller's FERC Gas Tariff, as filed with the Commission. Exhibit "A" hereto sets forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - a. Rates and Charges
  - b. Additional charges which are applicable.

When the level of any Additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit "A" to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate body for such changes to any rates, terms and conditions set forth herein in Rate Schedule ISS or in the GT&C of Seller's FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement:  
  
[Write "None." or specify the agreement]

ARTICLE V - NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by reliable delivery service (e.g., FedEx,

UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC

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

Customer:

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

#### ARTICLE VI - INCORPORATION BY REFERENCE

1. The provisions of Rate Schedule ISS and the GT&C of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule ISS or in the GT&C and used in this Agreement shall be given the meanings given such terms in Rate Schedule ISS or the GT&C, as applicable.

#### ARTICLE VII - MISCELLANEOUS

1. This Agreement supersedes and cancels, as of the effective date hereof, the following contracts: \_\_\_\_\_. [If not applicable, insert "None."]

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

Stagecoach Pipeline & Storage Company LLC

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT "A"  
To ISS Agreement dated \_\_\_\_\_  
between

Stagecoach Pipeline & Storage Company LLC (Seller) and  
\_\_\_\_\_ (Customer)

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

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

- I. MAXIMUM DAILY INJECTION QUANTITY: \_\_\_\_\_ dth
- II. MAXIMUM DAILY WITHDRAWAL QUANTITY: \_\_\_\_\_ dth
- III. MAXIMUM STORAGE QUANTITY: \_\_\_\_\_ dth
- IV. RATES AND CHARGES

	Applicable Rate	Unit
Interruptible Storage Rate (Commodity)		\$ per dth per day
North Lateral Charge (Commodity)		\$ per dth
South Lateral Charge (Commodity)		\$ per dth
Seller's Injection Use		\$ per dth and %

- V. ADDITIONAL CHARGES - pursuant to Section 5.2.5 of Rate Schedule ISS.

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

7.3 INTERRUPTIBLE WHEELING SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule IWS)

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

THIS AGREEMENT entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller" and \_\_\_\_\_, hereinafter referred to as "Customer".

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide interruptible Wheeling Service on its behalf; and

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

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I - WHEELING SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may receive, transport and deliver or cause Gas to be received, transported or delivered to Seller on an interruptible basis, up to the Maximum Daily Interruptible Wheeling Quantity, plus Seller's Wheeling Use.
3. Seller, if requested by Customer, may provide Wheeling Service for daily quantities in excess of the Maximum Daily Interruptible Wheeling Quantity if it can do so without adverse effect on Seller's operations or its ability to meet all higher priority obligations.

ARTICLE II - POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Wheeling Use as applicable, at the Point(s) of Receipt.
2. Seller shall Tender to or for the account of Customer, at the Point(s) of Delivery, Equivalent Quantities of Gas nominated for interruptible Wheeling Service at the Point(s) of Receipt.
3. Seller shall transport Gas from the Point(s) of Receipt to the Point(s) of Delivery.

ARTICLE III - TERM OF AGREEMENT



1. This Agreement shall be effective as of the date first above written. Service hereunder shall commence on \_\_\_\_\_, and shall remain in effect on a month to month basis, unless terminated by Seller or Customer upon at least thirty (30) days prior written notice to the other party.
2. Any portions of this Agreement necessary to resolve imbalances under this Agreement as required by Section 6.11.11 of the General Terms and Conditions ("GT&C") of Seller's FERC Gas Tariff shall survive any termination of this Agreement until such time as such balancing has been accomplished; provided, however, that Seller notifies Customer of such imbalance not later than twelve (12) months after the termination of this Agreement.

#### ARTICLE IV - RATES AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule IWS and the applicable provisions of the GT&C of Seller's FERC Gas Tariff, as filed with the Commission. Exhibit "A" hereto sets forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - a. Rates and Charges
  - b. Additional charges which are applicable.

When the level of any Additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit "A" to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate body for such changes to any rates, terms and conditions set forth herein in Rate Schedule IWS or in the GT&C of Seller's FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement:  
  
[Write "None." or specify the agreement]

#### ARTICLE V - NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the

postmark date, to the address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC

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

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

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Customer:

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

#### ARTICLE VI - INCORPORATION BY REFERENCE

1. The provisions of Rate Schedule IWS and the GT&C of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule IWS or in the GT&C and used in this Agreement shall be given the meanings given such terms in Rate Schedule IWS or the GT&C, as applicable.

#### ARTICLE VII - MISCELLANEOUS

1. This Agreement supersedes and cancels, as of the effective date hereof, the following contracts: \_\_\_\_\_.

[If not applicable, insert "None."]

[Blank]

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

Stagecoach Pipeline & Storage Company LLC

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT "A"

to IWS Agreement dated \_\_\_\_\_

between

Stagecoach Pipeline & Storage Company LLC (Seller) and  
\_\_\_\_\_ (Customer)

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

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

I. MAXIMUM DAILY INTERRUPTIBLE WHEELING QUANTITY: \_\_\_\_\_ dth

II. RATES AND CHARGES

	Applicable Rate	Unit
Interruptible Wheeling Rate (Commodity)		\$ per dth
Interruptible Wheeling Overrun Rate (Commodity)		\$ per dth
Seller's Wheeling Use		\$ per dth and %

III. ADDITIONAL CHARGES - pursuant to Section 5.3.5 of Rate Schedule IWS.

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

7.4 FIRM WHEELING SERVICE AGREEMENT

(For Use Under Rate Schedule FWS)

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

THIS AGREEMENT entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller" and \_\_\_\_\_, hereinafter referred to as "Customer".

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide firm Wheeling Service on Customer's behalf; and

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

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
WHEELING SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Point(s) of Receipt up to the Customer's Maximum Daily Firm Wheeling Quantity ("MDFWQ") plus Seller's Wheeling Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Point(s) of Delivery.
3. If requested by Customer, Seller may provide Wheeling Service for daily quantities in excess of the Customer's Maximum Daily Firm Wheeling Quantity if Seller can do so without adverse effect on Seller's operations or Seller's ability to meet all higher priority obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Wheeling Use as applicable, at the Point(s) of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point(s) of Receipt up to Customer's Maximum Daily Firm Wheeling Quantity, plus Seller's Wheeling Use.
2. Seller shall wheel Customer's nominated quantity of Gas on a firm basis from the Point(s) of Receipt to the Point(s) of Delivery.

3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point(s) of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point(s) of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit "A".

ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written. Service hereunder shall commence on \_\_\_\_\_, or on such later date when Seller shall notify Customer that the facilities of Seller required to provide firm Wheeling Service hereunder are completed and in service, and shall remain in effect for a primary term ending on [when applicable, replace: "ending on" with "of"] \_\_\_\_\_ (unless modified as per Exhibit "B" hereto). To the extent Customer has the right to extend this Agreement after the primary term, such rights shall be set forth in Exhibit "A" hereto; provided, however, if the primary term is one year or more and Exhibit "A" does not specify Customer's extension rights under the Agreement, then any rights to Customer's extension of this Agreement after the primary term shall be governed by Section 6.10.1(b) of the General Terms and Conditions ("GT&C") of Seller's FERC Gas Tariff.
2. Any portions of this Agreement necessary to resolve imbalances under this Agreement as required by Section 6.11.11 of the GT&C of Seller's FERC Gas Tariff shall survive any termination of this Agreement until such time as such balancing has been accomplished; provided, however, that Seller notifies Customer of such imbalance not later than twelve (12) months after the termination of this Agreement.

ARTICLE IV  
RATES AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FWS and the applicable provisions of the GT&C of Seller's FERC Gas Tariff, as filed with the Commission. Exhibit "A" hereto sets forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit "A" to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to

any rates, terms and conditions set forth herein, in Rate Schedule FWS or in the GT&C of Seller's FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.

3. Further Agreement:

[Write "None." or specify the agreement]

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC

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

Attention: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Customer:

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

ARTICLE VI  
INCORPORATION BY REFERENCE

1. The provisions of Rate Schedule FWS and the GT&C of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rates Schedule FWS or in the GT&C and used in this Agreement shall be given the meanings given such terms in Rate Schedule FWS or the GT&C, as applicable.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels, as of the effective date hereof, the following contracts: \_\_\_\_\_.

[If not applicable, insert "None."]

2. [If Customer is a Replacement Customer, add the following language:  
"The offer of release issued by the Releasing Customer is incorporated herein by reference."]

[Blank]



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

Stagecoach Pipeline & Storage Company LLC

By \_\_\_\_\_

Its  
\_\_\_\_\_

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_

Its  
\_\_\_\_\_

EXHIBIT "A"

To FWS Agreement dated \_\_\_\_\_

between

Stagecoach Pipeline & Storage Company LLC (Seller) and  
\_\_\_\_\_ (Customer)

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

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

I. MAXIMUM DAILY FIRM WHEELING QUANTITY: \_\_\_\_\_ dth

II. POINTS OF RECEIPT AND DELIVERY

Beg. Date	Ending Date	Meter	Meter Name	Location	R/D	Meter TQ

Total Receipt Quantity \_\_\_\_\_

Total Delivery Quantity \_\_\_\_\_

III. RATES AND CHARGES

Seller's maximum recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, including Seller's Wheeling Use, as such rates may change from time to time, shall apply to this Agreement unless Seller and Customer agree below to negotiated or discounted rates.

Contract Rate Type: Discounted Rate ☐; Negotiated Rate ☐

	Applicable Rate	Unit
Firm Wheeling Reservation Rate (monthly)		\$ per dth of MDFWQ
Firm Wheeling Commodity Rate		\$ per dth
Firm Wheeling Overrun Commodity Rate		\$ per dth
Seller's Wheeling Use		\$ per dth and %

Unless agreed otherwise, the rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Wheeling Quantity.

IV. ADDITIONAL CHARGES - pursuant to Section 5.4.5 of Rate Schedule FWS.  
\_\_\_\_\_

---

V. OTHER

[If applicable, include other provisions permitted by Seller's FERC Gas Tariff, such as roll-over, ROFR rights and/or minimum and maximum pressure provisions. If the Agreement is subject to negotiated or discounted rates, specify in this section any supplemental rate related provisions not covered in Section III or IV above.]

[Include when applicable]

EXHIBIT "B"

to FWS Agreement dated \_\_\_\_\_

between

Stagecoach Pipeline & Storage Company LLC (Seller) and

\_\_\_\_\_ (Customer)

Revenue Reduction Option

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

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

OPTION PERIOD(S) :

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

OPTION DESCRIPTION:

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

OPTION CONSIDERATION:

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

ANY LIMITATIONS ON  
THE EXERCISE OF THE  
REVENUE REDUCTION  
OPTION:

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

7.5 FIRM TRANSPORTATION SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule MARC I FTS)

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

THIS AGREEMENT entered into as of the \_\_\_\_ day of \_\_\_\_\_, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller" and \_\_\_\_\_, hereinafter referred to as "Customer".

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide firm Transportation Service on Seller's MARC I Facilities on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities to provide firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Point(s) of Receipt up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Point(s) of Delivery.
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on operation of Seller's MARC I Facilities or Seller's ability to meet all higher priority obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point(s) of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point(s) of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use.

2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point(s) of Receipt to the Point(s) of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point(s) of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point(s) of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit "A".

ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written. Service hereunder shall commence on \_\_\_\_\_, or on such later date when Seller shall notify Customer that the facilities of Seller required to provide firm Transportation Service hereunder are completed and in service, and shall remain in effect for a primary term ending on [when applicable, replace: "ending on" with "of"] \_\_\_\_\_ (unless modified as per Exhibit "B" hereto). To the extent Customer has the right to extend this Agreement after the primary term, such rights shall be set forth in Exhibit "A" hereto; provided, however, if the primary term is one year or more and Exhibit "A" does not specify Customer's extension rights under the Agreement, then any rights to Customer's extension of this Agreement after the primary term shall be governed by Section 6.10.1(b) of the General Terms and Conditions ("GT&C") of Seller's FERC Gas Tariff.
2. Any portions of this Agreement necessary to resolve imbalances under this Agreement as required by Section 6.11.11 of the GT&C of Seller's FERC Gas Tariff shall survive any termination of this Agreement until such time as such balancing has been accomplished; provided, however, that Seller notifies Customer of such imbalance not later than twelve (12) months after the termination of this Agreement.

ARTICLE IV  
RATES AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule MARC I FTS and the applicable provisions of the GT&C of Seller's FERC Gas Tariff, as filed with the Commission. Exhibit "A" hereto sets forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit "A" to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule MARC I FTS or in the GT&C of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement:  
  
[Write "None." or specify the agreement]

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC

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

Attention: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Customer:

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

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule MARC I FTS and the GT&C of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule MARC I FTS or in the GT&C and used in this Agreement shall be given the meanings given such terms in Rate Schedule MARC I FTS or the GT&C, as applicable.

ARTICLE VII

MISCELLANEOUS

1. This Agreement supersedes and cancels, as of the effective date hereof, the following contracts:\_\_\_\_\_.

[If not applicable, insert "None."]

2. [If Customer is a Replacement Customer, add the following language:  
"The offer of release issued by the Releasing Customer is incorporated herein by reference."]

[Blank]



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

Stagecoach Pipeline & Storage Company LLC

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT "A"

To MARC I FTS Agreement dated \_\_\_\_\_  
between  
Stagecoach Pipeline & Storage Company LLC (Seller)  
and

\_\_\_\_\_ (Customer)

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

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

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: \_\_\_\_\_ dth

II. POINTS OF RECEIPT AND DELIVERY

Beg. Date	Ending Date	Meter	Meter Name	Location	R/D	Meter TQ

Total Receipt Quantity \_\_\_\_\_  
Total Delivery Quantity \_\_\_\_\_

In addition, Customer has secondary point capacity rights to any Points of Delivery added to the MARC I Hub Line between the Transco Interconnect and the TGP Interconnect at the rates specified herein.

III. RATES AND CHARGES

Seller's maximum recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, including Seller's Transportation Use, as such rates may change from time to time, shall apply to this Agreement unless Seller and Customer agree below to negotiated or discounted rates.

Contract Rate Type: Discounted Rate ☐; Negotiated Rate ☐

	Applicable Rate	Unit
MARC I Firm Transportation Reservation Rate (monthly)		\$ per dth of MDFTQ
MARC I Firm Transportation Commodity Rate		\$ per dth
MARC I Firm Transportation Overrun Commodity Rate		\$ per dth
Seller's Transportation Use		\$ per dth and %

The rates specified do not cover compression for any receipt of natural gas into the MARC I Hub Line other than at the TGP, Stagecoach Gas Storage - South Lateral, and Transco Points of Receipt.

Unless agreed otherwise, the rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

IV. ADDITIONAL CHARGES - pursuant to Section 5.5.5 of Rate Schedule MARC I FTS.

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V. OTHER

[If applicable, include other provisions permitted by Seller's FERC Gas Tariff, such as roll-over, ROFR rights and/or minimum and maximum pressure provisions. If the Agreement is subject to negotiated or discounted rates, specify in this section any supplemental rate related provisions not covered in Section III or IV above.]

[Include when applicable]

EXHIBIT "B"

To MARC I FTS Agreement dated  
between  
Stagecoach Pipeline & Storage Company LLC (Seller) and  
\_\_\_\_\_ (Customer)

Revenue Reduction Option

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

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

OPTION PERIOD(S) : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTION DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTION CONSIDERATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ANY LIMITATIONS ON  
THE EXERCISE OF THE  
REVENUE REDUCTION  
OPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7.6 INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule MARC I ITS)

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

THIS AGREEMENT entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
by and between Stagecoach Pipeline & Storage Company LLC, a New York limited  
liability company, hereinafter referred to as "Seller" and  
\_\_\_\_\_, hereinafter referred to as "Customer".

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide interruptible  
Transportation Service on Seller's MARC I Facilities on Customer's behalf;  
and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I  
Facilities to provide interruptible Transportation Service for Customer on  
the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may receive, transport and deliver or cause Gas to be received, transported or delivered to Seller on an interruptible basis, up to Customer's Maximum Daily Interruptible Transportation Quantity ("MDITQ"), plus Seller's Transportation Use.
3. Seller, if requested by Customer, may provide Transportation Service for daily quantities in excess of the Maximum Daily Interruptible Transportation Quantity if Seller can do so without adverse effect on the operation of Seller's MARC I Facilities or Seller's ability to meet all higher priority obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point(s) of Receipt.

2. Seller shall Tender to or for the account of Customer, at the Point(s) of Delivery, Equivalent Quantities of Gas nominated for interruptible Transportation Service at the Point(s) of Receipt.
3. Seller shall transport Gas from the Point(s) of Receipt to the Point(s) of Delivery.

ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written. Service hereunder shall commence on \_\_\_\_\_, and shall remain in effect on a month to month basis, unless terminated by Seller or Customer upon at least thirty (30) days prior written notice to the other party.
2. Any portions of this Agreement necessary to resolve imbalances under this Agreement as required by Section 6.11.11 of the General Terms and Conditions ("GT&C") of Seller's FERC Gas Tariff shall survive any termination of this Agreement until such time as such balancing has been accomplished; provided, however, that Seller notifies Customer of such imbalance not later than twelve (12) months after the termination of this Agreement.

ARTICLE IV  
RATES AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule MARC I ITS and the applicable provisions of the GT&C of Seller's FERC Gas Tariff, as filed with the Commission. Exhibit "A" hereto sets forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - a. Rates and Charges.
  - b. Additional charges which are applicable.

When the level of any Additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit "A" to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate body for such changes to any rates, terms and conditions set forth herein in Rate Schedule MARC I ITS or in the GT&C of Seller's FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement:

[Write "None." or specify the agreement]

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC

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

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

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

ARTICLE VI  
INCORPORATION BY REFERENCE

1. The provisions of Rate Schedule MARC I ITS and the GT&C of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule MARC I ITS or in the GT&C and used in this Agreement shall be given the meanings given such terms in Rate Schedule MARC I ITS or the GT&C, as applicable.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels, as of the effective date hereof, the following contracts:\_\_\_\_\_.  
[If not applicable, insert "None."]

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

Stagecoach Pipeline & Storage Company LLC

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_

Its \_\_\_\_\_



EXHIBIT "A"  
To MARC I ITS Agreement dated \_\_\_\_\_

between

Stagecoach Pipeline & Storage Company LLC (Seller) and  
\_\_\_\_\_ (Customer)

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

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

I. MAXIMUM DAILY INTERRUPTIBLE TRANSPORTATION QUANTITY: \_\_\_\_\_ dth

II. RATES AND CHARGES

Seller's maximum recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, including Seller's Transportation Use, as such rates may change from time to time, shall apply to this Agreement unless Seller and Customer agree below to negotiated or discounted rates.

Contract Rate Type: Discounted Rate ☐; Negotiated Rate ☐

	Applicable Rate	Unit
MARC I Interruptible Transportation Commodity Rate		\$ per dth
MARC I Interruptible Transportation Overrun Commodity Rate		\$ per dth
Seller's Transportation Use		\$ per dth and %

III. ADDITIONAL CHARGES - pursuant to Section 5.6.5 of Rate Schedule MARC I ITS.

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

IV. OTHER

[If applicable, include other provisions permitted by Seller's FERC Gas Tariff. If the Agreement is subject to negotiated or discounted rates, specify in this section any supplemental rate related provisions not covered in Section II or III above.]

7.7 FIRM TRANSPORTATION SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule FTS-2)

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

THIS AGREEMENT entered into as of the \_\_\_\_ day of \_\_\_\_\_, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller" and \_\_\_\_\_, hereinafter referred to as "Customer".

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide firm Transportation Service on Seller's MARC I Facilities and/or North/South Laterals on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities and/or North/South Laterals to provide firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Point(s) of Receipt up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Point(s) of Delivery.
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on the operation of Seller's MARC I Facilities and/or North/South Laterals or Seller's ability to meet all existing obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point(s) of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point(s) of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use.

2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point(s) of Receipt to the Point(s) of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point(s) of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point(s) of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit "A".

ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written. Service hereunder shall commence on \_\_\_\_\_, or on such later date when Seller shall notify Customer that the facilities of Seller required to provide firm Transportation Service hereunder are completed and in service, and shall remain in effect for a primary term ending on [when applicable, replace: "ending on" with "of"] \_\_\_\_\_ (unless modified as per Exhibit "B" hereto). To the extent Customer has the right to extend this Agreement after the primary term, such rights shall be set forth in Exhibit "A" hereto; provided, however, if the primary term is one year or more and Exhibit "A" does not specify Customer's extension rights under the Agreement, then any rights to Customer's extension of this Agreement after the primary term shall be governed by Section 6.10.1(b) of the General Terms and Conditions ("GT&C") of Seller's FERC Gas Tariff.
2. Any portions of this Agreement necessary to resolve imbalances under this Agreement as required by Section 6.11.11 of the GT&C of Seller's FERC Gas Tariff shall survive any termination of this Agreement until such time as such balancing has been accomplished; provided, however, that Seller notifies Customer of such imbalance not later than twelve (12) months after the termination of this Agreement.

ARTICLE IV  
RATES AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FTS-2 and the applicable provisions of the GT&C of Seller's FERC Gas Tariff, as filed with the Commission. Exhibit "A" hereto sets forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit "A" to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FTS-2 or in the GT&C of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement:  
[Write "None." or specify the agreement]

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC

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

Attention: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Customer:

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

ARTICLE VI  
INCORPORATION BY REFERENCE

1. The provisions of Rate Schedule FTS-2 and the GT&C of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule FTS-2 or in the GT&C and used in this Agreement shall be given the meanings given such terms in Rate Schedule FTS-2 or the GT&C, as applicable.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels , as of the effective date hereof, the following contracts: \_\_\_\_\_.  
  
[If not applicable, insert "None."]
2. [If Customer is a Replacement Customer, add the following language:  
"The offer of release issued by the Releasing Customer is incorporated herein by reference."]

[Blank]

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

Stagecoach Pipeline & Storage Company LLC

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT "A"  
To FTS-2 Agreement dated \_\_\_\_\_  
between  
Stagecoach Pipeline & Storage Company LLC (Seller) and  
\_\_\_\_\_ (Customer)

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

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

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: \_\_\_\_\_ dth

II. PRIMARY POINT(S) OF RECEIPT AND DELIVERY

Beg. Date	Ending Date	Meter	Meter Name	Location	R/D	Meter TQ

Total Receipt Quantity \_\_\_\_\_  
Total Delivery Quantity \_\_\_\_\_

III. RATES AND CHARGES

Seller's maximum recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, including Seller's Transportation Use, as such rates may change from time to time, shall apply to this Agreement unless Seller and Customer agree below to negotiated or discounted rates.

Contract Rate Type: Discounted Rate ☐; Negotiated Rate ☐;

	Applicable Rate	Unit
FTS-2 Reservation Rate (monthly)		
MARC I Facilities (only)		\$ per dth of MDFTQ
North/South Laterals (only)		\$ per dth of MDFTQ
MARC I & N/S Laterals		\$ per dth of MDFTQ
FTS-2 Commodity Rate		
MARC I Facilities (only)		\$ per dth
North/South Laterals (only)		\$ per dth
MARC I & N/S Laterals		\$ per dth
FTS-2 Overrun Commodity Rate		
MARC I Facilities (only)		\$ per dth
North/South Laterals (only)		\$ per dth
MARC I & N/S Laterals		\$ per dth
Seller's Transportation Use		
MARC I Facilities (only)		\$ per dth and %
North/South Laterals (only)		\$ per dth and %
MARC I & N/S Laterals		\$ per dth and %

The rates specified do not cover compression for any receipt of natural gas into the MARC I Facilities or North/South Laterals other than at the TGP, Stagecoach Gas Storage - South Lateral, and Transco Points of Receipt.

Unless agreed otherwise, the rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

IV. ADDITIONAL CHARGES - pursuant to Section 5.7.5 of Rate Schedule FTS-2.

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V. OTHER

[If applicable, include other provisions permitted by Seller's FERC Gas Tariff, such as roll-over, ROFR rights and/or minimum and maximum pressure provisions. If the Agreement is subject to negotiated or discounted rates, specify in this section any supplemental rate related provisions not covered in Section III or IV above.]



[Include when applicable]

EXHIBIT "B"

To FTS-2 Agreement dated \_\_\_\_\_

between

Stagecoach Pipeline & Storage Company LLC (Seller) and

\_\_\_\_\_ (Customer)

Revenue Reduction Option

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

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

OPTION PERIOD(S) : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTION DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTION CONSIDERATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ANY LIMITATIONS ON  
THE EXERCISE OF THE  
REVENUE REDUCTION  
OPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7.8 INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule ITS-2)

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

THIS AGREEMENT entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller" and \_\_\_\_\_, hereinafter referred to as "Customer".

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide interruptible Transportation Service on Seller's MARC I Facilities and/or North South Laterals on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities and/or North South Laterals to provide interruptible Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may receive, transport and deliver or cause Gas to be received, transported or delivered to Seller on an interruptible basis, up to Customer's Maximum Daily Interruptible Transportation Quantity ("MDITQ"), plus Seller's Transportation Use.
3. Seller, if requested by Customer, may provide Transportation Service for daily quantities in excess of the Maximum Daily Interruptible Transportation Quantity if Seller can do so without adverse effect on the operation of Seller's MARC I Facilities and/or North/South Laterals or Seller's ability to meet all higher priority obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point(s) of Receipt.

2. Seller shall Tender to or for the account of Customer, at the Point(s) of Delivery, Equivalent Quantities of Gas nominated for interruptible Transportation Service at the Point(s) of Receipt.
3. Seller shall transport Gas from the Point(s) of Receipt to the Point(s) of Delivery.

ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written. Service hereunder shall commence on \_\_\_\_\_, and shall remain in effect on a month to month basis, unless terminated by Seller or Customer upon at least thirty (30) days prior written notice to the other party.
2. Any portions of this Agreement necessary to resolve imbalances under this Agreement as required by Section 6.11.11 of the General Terms and Conditions ("GT&C") of Seller's FERC Gas Tariff shall survive any termination of this Agreement until such time as such balancing has been accomplished; provided, however, that Seller notifies Customer of such imbalance not later than twelve (12) months after the termination of this Agreement.

ARTICLE IV  
RATES AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule ITS-2 and the applicable provisions of the GT&C of Seller's FERC Gas Tariff, as filed with the Commission. Exhibit "A" hereto sets forth the applicable information as follows, which shall be utilized for transactions hereunder:

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

When the level of any Additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit "A" to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule ITS-2 or in the GT&C of Seller's FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement:

[Write "None." or specify the agreement]

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC

\_\_\_\_\_

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

Facsimile: \_\_\_\_\_

E-mail \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ARTICLE VI  
INCORPORATION BY REFERENCE

1. The provisions of Rate Schedule ITS-2 and the GT&C of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule ITS-2 or in the GT&C and used in this Agreement shall be given the meanings given such terms in Rate Schedule ITS-2 or the GT&C, as applicable.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels, as of the effective date hereof, the following contracts: \_\_\_\_\_.

[If not applicable, insert "None."]

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

Stagecoach Pipeline & Storage Company LLC

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT "A"

to ITS-2 Agreement dated \_\_\_\_\_

between

Stagecoach Pipeline & Storage Company LLC (Seller) and  
\_\_\_\_\_ (Customer)

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

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

I. MAXIMUM DAILY INTERRUPTIBLE TRANSPORTATION QUANTITY: \_\_\_\_\_ dth

II. RATES AND CHARGES

Seller's maximum recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, including Seller's Transportation Use, as such rates may change from time to time, shall apply to this Agreement unless Seller and Customer agree below to negotiated or discounted rates.

Contract Rate Type: Discounted Rate ☐; Negotiated Rate ☐

	Applicable Rate	Unit
ITS-2 Commodity Rate		
MARC I Facilities (only)		\$ per dth
North/South Laterals (only)		\$ per dth
MARC I & N/S Laterals		\$ per dth
ITS-2 Overrun Commodity Rate		
MARC I Facilities (only)		\$ per dth
North/South Laterals (only)		\$ per dth
MARC I & N/S Laterals		\$ per dth
Seller's Transportation Use		
MARC I Facilities (only)		\$ per dth and %
North/South Laterals (only)		\$ per dth and %
MARC I & N/S Laterals		\$ per dth and %

III. ADDITIONAL CHARGES - pursuant to Section 5.8.5 of Rate Schedule MARC I ITS-2.

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

IV. OTHER

[If applicable, include other provisions permitted by Seller's FERC Gas Tariff. If the Agreement is subject to negotiated or discounted rates, specify in this section any supplemental rate related provisions not covered in Section II or III above.]

7.9 MASTER PARK AND LOAN SERVICE AGREEMENT  
(For Use Under Seller's Rate Schedule PAL)

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

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by and between Stagecoach Pipeline & Storage Company LLC, a New  
York limited liability company, hereinafter referred to as "Seller" and  
\_\_\_\_\_, hereinafter referred to as "Customer".

W I T N E S S E T H

WHEREAS, Seller has agreed to provide Customer with park and loan  
services in accordance with the terms and conditions of this Agreement and  
separate PAL Agreement(s) (in the form of Exhibit "A", "B", "C" or "D", as  
applicable).

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I

PARK AND LOAN SERVICE

- 1.1 PARK SERVICE - Subject to the terms and provisions of this Agreement, any applicable PAL Agreement (in the form of Exhibit "A" or "C"), and Seller's Rate Schedule PAL, Customer agrees to deliver or cause gas to be delivered to Seller and Seller agrees to (a) the receipt of a quantity of gas (Parked Quantity), equal to the PAL MDQ or PAL MAQ, as applicable, specified in the applicable PAL Agreement, on behalf of Customer at one or more agreed upon points (each a PAL Point) on Seller's system; (b) hold the Parked Quantity on Seller's system; and (c) deliver, upon nomination by Customer, the Parked Quantity to Customer at one or more PAL Points. Customer shall make any necessary arrangements with Seller or third parties to receive or deliver gas to Seller at the applicable PAL Point; provided, however, that such arrangements shall be compatible with the operating conditions of Seller's pipeline system and shall provide for coordinated scheduling with Seller.
- 1.2 LOAN SERVICE - Subject to the terms and provisions of this Agreement, any applicable PAL Agreement (in the form of Exhibit "B" or "D"), and Seller's Rate Schedule PAL, Customer agrees to receive or cause gas to be received from Seller and Seller agrees to (a) advance to Customer a quantity of gas (Loaned Quantity), equal to the PAL MDQ or PAL MAQ, as applicable, specified in the applicable PAL Agreement, at one or more agreed upon points (each a PAL Point); and (b) the receipt by Seller of Customer's return of the Loaned Quantity at one or more PAL Points. Customer shall make any necessary arrangements with Seller or third parties to receive or deliver gas to Seller at the applicable PAL Point; provided, however, that such arrangements shall be compatible with the operating conditions of Seller's pipeline system and shall provide for coordinated scheduling with Seller.

- 1.3 Service rendered hereunder shall be subject to curtailment or interruption at Seller's reasonable discretion. In the event Seller is unable to provide the level of Park Service and/or Loan Service requested by all Customers under Rate Schedule PAL, then Seller shall allocate available Park Service and/or Loan Service among such Customers in accordance with the Nominations, Scheduling and Allocation provisions set forth in the General Terms and Conditions ("GT&C") of Seller's FERC Gas Tariff.
- 1.4 For each park or loan service transaction to which the parties agree to from time to time pursuant to the terms of this Agreement, Seller and Customer shall execute a separate PAL Agreement, in the form of Exhibit "A", "B", "C" or "D", as applicable, which shall set forth the terms of the particular park or loan transaction, including (a) the PAL Points agreed upon by Seller and Customer for service under the applicable PAL Agreement; (b) the maximum daily quantity to be parked or loaned at each PAL Point under the applicable PAL Agreement ("PAL Point MDQ"); (c) the maximum aggregate quantity to be parked or loaned at each PAL Point under the applicable PAL Agreement ("PAL Point MAQ"); (d) the maximum daily quantity to be parked or loaned at all PAL Points under the applicable PAL Agreement ("PAL MDQ"); (e) the maximum aggregate quantity to be parked or loaned at all PAL Points under the applicable PAL Agreement ("PAL MAQ"); (f) the rates applicable to the PAL service; and (g) the applicable dates. Each PAL Agreement shall also set forth a separate Contract ID/No., which Customer shall use when nominating its service thereunder. It is contemplated that more than one PAL Agreement may be in effect between the parties hereto from time to time, and each PAL Agreement shall be treated as a separate and independent contract.
- 1.5 Under this Agreement, the total of all PAL MAQs under any and all outstanding PAL Agreements on any given day shall never exceed \_\_\_\_\_ Dth ("Master MAQ").

## ARTICLE II

### TERM OF AGREEMENT

- 2.1 This Agreement shall be effective as of the date first above written and shall remain in effect for a primary term ending on [when applicable, replace: "ending on" with "of"] of \_\_\_\_\_, and shall continue and remain in effect for successive terms of \_\_\_\_\_ thereafter unless and until cancelled by either party giving written notice to the other party prior to the end of the primary term or any extension thereof. Termination of this Agreement shall not discharge any obligations accrued hereunder or under any PAL Agreement.

## ARTICLE III

### RATES AND CHARGES



- 3.1 RATES - Customer shall pay Seller for service hereunder in accordance with Seller's Rate Schedule PAL and the applicable provisions of the GT&C of Seller's FERC Gas Tariff. Customer shall pay Seller the agreed upon rate(s) and all other applicable charges and surcharges. Customer shall elect either Daily Rate or Term Rate PAL services:
- (a) Daily Rate PAL services: Daily Rate Park Service (Exhibit "A") or Daily Rate Loan Service (Exhibit "B")
  - (b) Term Rate PAL services: Term Rate Park Service (Exhibit "C") or Term Rate Loan Service (Exhibit "D")
- 3.2 INCIDENTAL CHARGES - Customer agrees to reimburse Seller for any filing or similar fees, which have not been previously paid by Customer, which Seller incurs in rendering service hereunder.
- 3.3 CHANGES IN RATES AND CHARGES - Customer agrees that Seller 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 Seller's Rate Schedule PAL, (b) the rate schedule pursuant to which service hereunder is rendered, or (c) any provision of the GT&C applicable to such rate schedule. Seller agrees that Customer may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Seller's FERC Gas Tariff as may be found necessary to assure Seller just and reasonable rates.

#### ARTICLE IV

##### INCORPORATION BY REFERENCE

- 4.1 The provisions of Rate Schedule PAL and the GT&C of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule PAL or in the GT&C and used in this Agreement shall be given the meanings given such terms in Rate Schedule PAL or the GT&C, as applicable.

#### ARTICLE V

##### WARRANTIES

- 5.1 In addition to the warranties set forth in the GT&C of Seller's FERC Gas Tariff, Customer warrants the following:
- (a) Customer warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point. Customer agrees to indemnify and hold Seller harmless for refusal to provide Park Service and/or Loan Service hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

(b) Customer agrees to indemnify and hold Seller harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys' fees) arising from or out of breach of any warranty by Customer herein.

5.2 Seller shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE VI

NOTICE

6.1 Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC

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

Attention: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Customer:

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

ARTICLE VII

MISCELLANEOUS

- 7.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 7.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either party's option; and if the severability option is exercised, the remaining provisions of this Agreement shall remain in full force and effect.
- 7.3 Unless otherwise expressly provided in this Agreement or Seller's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective, until Customer has submitted a request for change and Seller has agreed to such change.

[Blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be  
duly executed as of the date first hereinabove written.

Stagecoach Pipeline & Storage Company LLC

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_

Its \_\_\_\_\_



6. The following rates shall apply:

PAL Daily Service	_____	\$/dth
(Commodity)		
PAL Overrun Rate	_____	\$/dth
(Commodity)		
Injection Rate	_____	\$/dth
(Commodity)		
Overrun Injection Rate	_____	\$/dth
(Commodity)		
Withdrawal Rate	_____	\$/dth
(Commodity)		
Overrun Withdrawal Rate	_____	\$/dth
(Commodity)		
Seller's Injection Use	_____	\$/dth and _____ %

ACA Unit Charge:

Per tariff

7. This PAL Agreement is subject to the terms and conditions of the above referenced Master Park and Loan Service Agreement, the effective provisions of Seller's Rate Schedule PAL, and the General Terms and Conditions of Seller's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

Agreed to by:

Agreed to by:

Stagecoach Pipeline & Storage Company LLC  
(Seller)

\_\_\_\_\_  
(Customer)

/s/: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

/s/: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

Note: Exhibit A is a reflection of the PAL Agreement and all amendments as of the amendment effective date.

MASTER PARK AND LOAN SERVICE AGREEMENT  
(For Use Under Seller's Rate Schedule PAL)

Exhibit "B"

PAL Agreement: Daily Rate Loan Service

Contract ID/No.: \_\_\_\_\_

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

PAL MDQ: \_\_\_\_\_

PAL MAQ: \_\_\_\_\_

Reference is made to that Master Park and Loan Service Agreement by and between Seller and \_\_\_\_\_ (Customer), dated \_\_\_\_\_, \_\_\_\_\_, which is Contract ID/No. \_\_\_\_\_.

Seller and Customer, pursuant to the referenced Master Park and Loan Service Agreement, agree to the following terms for this Daily Rate Loan Service:

1. Beginning Date: \_\_\_\_\_

2. Ending Date: \_\_\_\_\_

3. Maximum Aggregate Quantity by Point of Transaction ("PAL Point"):

PAL Point	PAL Point MAQ

4. Schedule for Loan Service:

Begin Date	End Date	PAL Point	PAL Point MDQ Loan	PAL Point MDQ Loan Payback	Applicable Rate

5. Other: [If applicable, include other provisions permitted by Seller's FERC Gas Tariff.]

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

6. The following rates shall apply:

PAL Daily Service (Commodity)	_____	\$/dth
PAL Overrun Rate (Commodity)	_____	\$/dth
Injection Rate (Commodity)	_____	\$/dth
Overrun Injection Rate (Commodity)	_____	\$/dth
Withdrawal Rate (Commodity)	_____	\$/dth
Overrun Withdrawal Rate (Commodity)	_____	\$/dth
Seller's Injection Use	_____	\$/dth and _____ %

ACA Unit Charge:

Per tariff

7. This PAL Agreement is subject to the terms and conditions of the above referenced Master Park and Loan Service Agreement, the effective provisions of Seller's Rate Schedule PAL, and the General Terms and Conditions of Seller's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

Agreed to by:

Stagecoach Pipeline & Storage Company LLC  
(Seller)

Agreed to by:

\_\_\_\_\_  
(Customer)

/s/: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

/s/: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

Note: Exhibit B is a reflection of the PAL Agreement and all amendments as of the amendment effective date.



MASTER PARK AND LOAN SERVICE AGREEMENT  
(For Use Under Seller's Rate Schedule PAL)

Exhibit "C"

PAL Agreement: Term Rate Park Service

Contract ID/No.: \_\_\_\_\_  
Date: \_\_\_\_\_  
PAL MDQ: \_\_\_\_\_  
PAL MAQ: \_\_\_\_\_

Reference is made to that Master Park and Loan Service Agreement by and between Seller and \_\_\_\_\_ (Customer), dated \_\_\_\_\_, \_\_\_\_\_, which is Contract ID/No. \_\_\_\_\_.

Seller and Customer, pursuant to the referenced Master Park and Loan Service Agreement, agree to the following terms for this Term Rate Park Service:

- 1. Beginning Date: \_\_\_\_\_
- 2. Ending Date: \_\_\_\_\_
- 3. Maximum Aggregate Quantity by Point of Transaction ("PAL Point"):

PAL Point	PAL Point MAQ

- 4. Schedule for Park Service:

Begin Date	End Date	PAL Point	PAL Point MDQ Park	PAL Point MDQ Park Withdrawal	Applicable Rate

- 5. Other: [If applicable, include other provisions permitted by Seller's FERC Gas Tariff.]

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

6. The following rates shall apply:

PAL Term Service (Reservation)	_____	\$/dth of PAL MAQ
PAL Oerrun Rate (Commodity)	_____	\$/dth
Injection Rate (Commodity)	_____	\$/dth
Oerrun Injection Rate (Commodity)	_____	\$/dth
Withdrawal Rate (Commodity)	_____	\$/dth
Oerrun Withdrawal Rate (Commodity)	_____	\$/dth
Seller's Injection Use	_____	\$/dth and _____ %

ACA Unit Charge:

Per tariff

7. This PAL Agreement is subject to the terms and conditions of the above referenced Master Park and Loan Service Agreement, the effective provisions of Seller's Rate Schedule PAL, and the General Terms and Conditions of Seller's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

Agreed to by:

Stagecoach Pipeline & Storage Company LLC  
(Seller)

Agreed to by:

\_\_\_\_\_  
(Customer)

/s/: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

/s/: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

Note: Exhibit C is a reflection of the PAL Agreement and all amendments as of the amendment effective date.

MASTER PARK AND LOAN SERVICE AGREEMENT  
(For Use Under Seller's Rate Schedule PAL)

Exhibit "D"

PAL Agreement: Term Rate Loan Service

Contract ID/No.: \_\_\_\_\_  
Date: \_\_\_\_\_  
PAL MDQ: \_\_\_\_\_  
PAL MAQ: \_\_\_\_\_

Reference is made to that Master Park and Loan Service Agreement by and between Seller and \_\_\_\_\_ (Customer), dated \_\_\_\_\_, \_\_\_\_\_, which is Contract ID/No. \_\_\_\_\_.

Seller and Customer, pursuant to the referenced Master Park and Loan Service Agreement, agree to the following terms for this Term Rate Loan Service:

- 1. Beginning Date: \_\_\_\_\_
- 2. Ending Date: \_\_\_\_\_
- 3. Maximum Aggregate Quantity by Point of Transaction ("PAL Point"):

PAL Point	PAL Point MAQ

- 4. Schedule for Loan Service:

Begin Date	End Date	PAL Point	PAL Point MDQ Loan	PAL Point MDQ Loan Payback	Applicable Rate

- 5. Other: [If applicable, include other provisions permitted by Seller's FERC Gas Tariff.]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. The following rates shall apply:

PAL Term Service (Reservation)	_____	\$/dth of PAL MAQ
PAL Overrun Rate (Commodity)	_____	\$/dth
Injection Rate (Commodity)	_____	\$/dth
Overrun Injection Rate (Commodity)	_____	\$/dth
Withdrawal Rate (Commodity)	_____	\$/dth
Overrun Withdrawal Rate (Commodity)	_____	\$/dth
Seller's Injection Use	_____	\$/dth and _____ %

ACA Unit Charge:

Per tariff

7. This PAL Agreement is subject to the terms and conditions of the above referenced Master Park and Loan Service Agreement, the effective provisions of Seller's Rate Schedule PAL, and the General Terms and Conditions of Seller's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

Agreed to by:

Stagecoach Pipeline & Storage Company LLC  
(Seller)

Agreed to by:

\_\_\_\_\_  
(Customer)

/s/: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

/s/: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

Note: Exhibit D is a reflection of the PAL Agreement and all amendments as of the amendment effective date.

8.0 NONCONFORMING SERVICE AGREEMENTS

This section contains all current nonconforming service agreements.

8.1 - RESERVED FOR FUTURE USE

8.2 CENTRAL HUDSON GAS AND ELECTRIC CORP. FWS SERVICE AGREEMENT

THIS AGREEMENT entered into as of the \_\_\_\_ day of July 2011, by and between Central New York Oil And Gas Company, LLC, a New York limited liability company, hereinafter referred to as "Seller," and Central Hudson Gas and Electric Corp., hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Wheeling Service ("FWS") on Customer's behalf; and

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

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I

WHEELING SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point up to the Customer's Maximum Daily Firm Wheeling Quantity ("MDFWQ"), plus Seller's Wheeling Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point.
3. If requested by Customer, Seller may provide Wheeling Service for daily quantities in excess of the Customer's Maximum Daily Firm Wheeling Quantity if Seller can do so without adverse effect on Seller's operations or Seller's ability to meet all higher priority obligations.

ARTICLE II

POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Wheeling Fuel and Lost and Unaccounted for Gas quantity, as applicable, at the Point of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point of Receipt up to Customer's Maximum Daily Firm Wheeling Quantity, plus Seller's applicable Wheeling Fuel and Lost and Unaccounted for Gas quantity.
2. Seller shall wheel Customer's nominated quantity of Gas on a firm basis from the Point of Receipt to the Point of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point of Receipt.

4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

#### ARTICLE III

##### TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a primary term of sixty (60) months (the "Primary Term"), commencing on the first day of the first month following completion of construction of the facilities and at least thirty (30) days written notice from Seller to Customer of the scheduled in-service date of the facilities of Seller required to provide FWS, or if commencement of FWS is delayed beyond such scheduled in-service date, from the first day of the first calendar month thereafter following at least seven (7) days written notice from Seller to Customer that the facilities of Seller required to provide FWS are completed and in service.
2. Customer shall have the one-time unilateral right, exercisable by written notice to Seller at any time not less than twelve (12) months before the end of the Primary Term, to extend the term of this Agreement, including the rates assessed in this Agreement, with respect to all or any portion of Customer's MDFWQ for a period of not less than one (1) year and not more than sixty (60) months which shall begin on the first day immediately following the expiration of the Primary Term.

#### ARTICLE IV

##### RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FWS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, Original Volume No. 1, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:

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

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FWS or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right



to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.

3. Further Agreement:

In consideration of Customer's reservation of capacity supporting the Firm Wheeling Facilities, Seller agrees that if, prior to and up to five (5) years after the In-Service Date of the Firm Wheeling Facilities, Seller enters into an FWS Agreement (excluding interim FWS service authorized under Seller's Tariff) with any other FWS customer -

(a) for an MDFWQ of Firm Wheeling Service equal to or less than the MDFWQ of this FWS Agreement, or

- (b) for a term equal to or less than the term of this FWS Agreement, at a Reservation rate less than Customer's Reservation rate, or with terms and conditions materially more favorable to such other FWS customer than those otherwise set forth in this FWS Agreement, Seller shall notify Customer in writing within five (5) Business Days. Unless Customer notifies Seller in writing within five (5) Business Days that Customer does not want to revise its rates or terms and conditions of service, then Seller will revise this FWS Agreement to reduce Customer's Reservation rate to equal such lower Reservation rate, if any, and/or to provide the more favorable terms and conditions of service, if any, effective as of the date of such FWS Agreement with such other FWS customer.

ARTICLE V

NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Central New York Oil And Gas Company, LLC  
Two Brush Creek Blvd., Suite 200  
Kansas City, MO 64112

Attention: Commercial Operations  
Facsimile: (913) 319 - 8082

Customer: Central Hudson Gas and Electric Corp.  
284 south Avenue  
Poughkeepsie, New York 12601

Attention: Energy Resources  
Facsimile: (845) 486-5626

ARTICLE VI

INCORPORATION BY REFERENCE

The provisions of Rate Schedule FWS and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff, Original Volume No. 1, are specifically incorporated herein by reference and made a part hereof. Terms defined in Rates Schedule FWS or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FWS and the GT&C.

ARTICLE VII

MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective \_\_\_\_\_: None
2. Replacement Customer. [If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]  
Releasing Customer: N.A.  
Released Contract No.: N.A.

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

**Central New York Oil And Gas Company, LLC**

By \_\_\_\_\_

Its  
\_\_\_\_\_

**Central Hudson Gas and Electric Corp.**  
(Customer)

By \_\_\_\_\_

Its  
\_\_\_\_\_

EXHIBIT "A"

to

FWS Agreement between  
Central New York Oil And Gas Company, LLC (Seller)  
and

Central Hudson Gas and Electric Corp. (Customer)

Dated July \_\_, 2011

- I. MAXIMUM DAILY FIRM WHEELING QUANTITY: 10,000 Dth
- II. PRIMARY POINT OF RECEIPT 10,000 Dth  
ALL  
Includes:  
(a) Tennessee Gas Pipeline,  
(b) Stagecoach Gas Storage,  
(c) CNYOG's MARC I Hub Line (Proposed),  
(d) Millennium Pipeline,  
(e) the Angelina Gathering Company's Receipt Point on the South Lateral,  
and  
(f) any other receipt point on the North or South Lateral  
Customer has up to 10,000 Dth of Primary  
Receipt Point Capacity at each Point of  
Receipt.
- III. PRIMARY POINT OF DELIVERY 10,000 Dth  
ALL  
Includes:  
(a) Tennessee Gas Pipeline,  
(b) Stagecoach Gas Storage,  
(c) CNYOG's MARC I Hub Line (Proposed),  
(d) Millennium Pipeline, and  
(e) any other delivery point on the North or South Lateral  
Customer has up to 10,000 Dth of Primary  
Delivery Point Capacity at each Point of  
Delivery.
- IV. RATES AND CHARGES
- |                                      |   |
|--------------------------------------|---|
| Firm Wheeling Reservation Rate       | \$3.65/dth of MDFWQ per Month<br><input type="checkbox"/> Recourse Rate (Check if applicable) |
| Firm Wheeling Commodity Rate         | \$0.00/dth<br><input type="checkbox"/> Recourse Rate (Check if applicable)                    |
| Firm Wheeling Overrun Commodity Rate | \$0.00/dth<br><input type="checkbox"/> Recourse Rate (Check if applicable)                    |

Seller's Wheeling Use

\$0.035/dth and 0.1%

☐

Recourse Rate (Check if

applicable)

Shipper agrees to pay and/or provide Fuel and Lost and Unaccounted for Gas (a) in the amounts specified as "Seller's Wheeling Use" for the first sixty (60) months of the FWS Service Agreement (the "Initial Fuel/GLU Rate"); and (b) thereafter, the Initial Fuel/GLU Rate, except during periods in which Service Provider has received FERC approval to implement either (1) a fully reconciling tracker (*i.e.*, reconciling for either over- and under-collections) for the determination of its Fuel and Lost and Unaccounted for Gas charges, or (2) fixed rates for Fuel and Lost and Unaccounted for Gas which are based on Service Provider's actual requirements; provided, that neither Party shall have any right to recover any over- or under-collections that may result under the Initial Fuel/GLU Rate during any period in which the Initial Fuel/GLU Rate is in effect.

V. ADDITIONAL CHARGES

Customer shall be responsible for (1) all applicable governmental taxes set forth in the General Terms and Conditions of Service Provider's FERC Gas Tariff, (2) the Annual Charge Adjustment ("ACA") approved by FERC, and (3) any other additional authorized charges or surcharges applicable under the Tariff which Seller has implemented as a result of a requirement to implement a surcharge of general applicability imposed by FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge. Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with firm service from Seller under Rate Schedule FWS.

The rates specified above shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Wheeling Quantity.

**AMENDMENT TO FIRM WHEELING SERVICE AGREEMENT**

This Amendment, dated this \_\_\_\_ day of October 2011, evidences the agreement of **Central New York Oil And Gas Company, LLC** ("Seller") and **Central Hudson Gas and Electric Corp.** ("Customer") to amend that certain Firm Wheeling Service Agreement (the "FWSA") between Seller and Customer providing for Firm Wheeling Service on the Stagecoach Storage Facility (the "Facility") located in Tioga County, New York, and Bradford County, Pennsylvania.

**RECITALS**

**WHEREAS**, Seller owns and operates the Facility;

**WHEREAS**, Customer and Seller have executed the FWSA pursuant to which Seller has contracted to provide Firm Wheeling Service for Customer;

**WHEREAS**, the Federal Energy Regulatory Commission ("FERC") has issued a certificate of public convenience and necessity under section 7(c) of the Natural Gas Act in FERC Docket No. CP10-194-000 authorizing Seller to provide Firm Wheeling Service for Customer through the Facility;

**WHEREAS**, in an Order issued on September 29, 2011, *Central New York Oil And Natural Gas Company, LLC*, 136 FERC ¶ 61,224 at PP 8 & 10 (Sept. 29, 2011) (the "FERC Order"), a copy of which is attached as Exhibit A, the FERC rejected certain language in Section 3 of Article IV of the FWSA and ordered Seller to delete the rejected language;

**WHEREAS**, Customer and Seller desire to amend the FWSA to comply with the FERC Order.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound, Seller and Customer agree as follows:

**1. Effective Date.** This Amendment shall be effective as of the effective date of the FWSA.

**2. Amendment to FWSA.**

(a) Section 3 of Article IV of the FWSA is amended:

(1) by striking the phrase "or with terms and conditions materially more favorable to such other FWS customer than those otherwise set forth in this FWS Agreement," immediately following the phrase "at a Reservation rate less than Customer's Reservation rate,"; and

(2) by striking the phrase "and/or to provide the more favorable terms and conditions of service, if any," immediately following the phrase "to reduce Customer's Reservation rate to equal such lower Reservation rate, if any,".

(b) Except as expressly amended hereby, the terms and conditions of the FWSA shall remain in full force and effect.

**3. Entire Agreement; Amendment.** This Amendment constitutes the entire agreement and understanding between the Parties with respect to the matters covered by this Amendment, and supersedes all prior agreements and understandings with respect thereto, and may be amended, restated or supplemented only by written agreement of the Parties.

**4. Multiple Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement.

**IN WITNESS WHEREOF,** and with the intent to be legally bound, the Parties hereto have caused this Amendment to be executed by their duly authorized officers or representatives to be effective as of the date specified herein.

**CENTRAL NEW YORK OIL AND GAS COMPANY, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CENTRAL HUDSON GAS AND ELECTRIC CORP.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

October 24, 2011

Central Hudson Gas and Electric Corp  
284 South Avenue  
Poughkeepsie, New York 12601

Attn: Diane Seitz - Manager Energy Resources  
Vito Cracchiolo - Fuels Buyer / Trader

Re: Revised North-South Project Scheduled In-Service Notice  
Interim Service Negotiated Rate Agreement

Dear Diane / Vito:

By letter dated September 28, 2011, per Sections 3(b) and 7(c) of the North-South Precedent Agreement, CNYOG notified you that the North-South Project would be placed into service on October 30, 2011. Although we continue to expect the South Compressor Station (NS-2) to be placed into service on October 30, 2011, the North Compressor Station (NS-1) will not be placed into service until mid-November due to continued unavailability of high voltage electrical power at this location.

Under current operating conditions, NS-2 is capable of transporting all the FWS volumes (up to each Shipper's Maximum Daily Firm Wheeling Quantity ("MDFWQ")) north to Millennium or south to TGP. CNYOG anticipates net physical flows north over the next month and expects to be able to accommodate most of Shipper's segmentation rights via displacement to transport gas south to TGP.

Starting on November 1, 2011, or as soon thereafter as CNYOG has received authorization from the FERC to place (NS-2) into service and to commence providing Firm Wheeling Service, to the extent operationally feasible CNYOG proposes to transport FWS Shippers' volumes on a firm basis, up to each Shipper's MDFWQ. CNYOG proposes to charge a purely volumetric rate for this interim service equal to the 100% load-factor equivalent of the negotiated firm reservation rate under your FWS Agreement (i.e., \$0.12 /dth), plus fuel of \$0.035 /dth and 0.1% lost and unaccounted for gas as provided in your FWSA.

To the extent operationally feasible, CNYOG will provide full segmentation rights, as provided in your FWSA, to this interim service. This interim service will remain in effect until CNYOG receives authorization from the FERC to place NS-1 into service; thereafter, full FWS will commence following satisfaction by CNYOG of the notification requirements of your Precedent Agreement and the terms of your FWSA.

When countersigned by you, this Letter Agreement shall constitute an amendment to the terms of your Negotiated Rate Agreement with CNYOG for FWS.

We apologize for this delay and hope to resolve the situation as soon as possible. We have been informed by the electric provider that it expects to receive and install the control equipment necessary to commission and energize the high voltage power within the next few weeks.

We value Central Hudson's business and its commitment to this project. If you have any questions, please give me call at (720) 279 - 6344.

Ron E. Happach

Vice President, Commercial Operations  
Central New York Oil And Gas Company, LLC  
Two Brush Creek Boulevard, Suite 200  
Kansas City, Missouri 64112

**AGREED TO AND ACCEPTED:**

**CENTRAL HUDSON GAS AND ELECTRIC CORP.**

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

Name: \_\_\_\_\_

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

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



8.3 - RESERVED FOR FUTURE USE

8.4 RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

8.6 RESERVED FOR FUTURE USE

## 8.7 EQT ENERGY, LLC MARC I FTS SERVICE AGREEMENT

THIS AGREEMENT entered into as of the \_\_\_\_ day of December 2011, by and between Central New York Oil And Gas Company, L.L.C, a New York limited liability company, hereinafter referred to as "Seller," and Anadarko Energy Services Company, hereinafter referred to as "Customer."

### W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities ("MARC I FTS") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

### ARTICLE I TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point.
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on operation of Seller's MARC I Facilities or Seller's ability to meet all higher priority obligations.

### ARTICLE II POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point of Receipt up to Customer's

Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.

2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point of Receipt to the Point of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

### ARTICLE III TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term of ten (10) years, commencing on the In-Service Date, which shall be the first day of the month following Seller's notification, with at least thirty (30) days prior notice, that Seller's MARC I Facilities required to provide Firm Transportation Service are completed and in service; provided, absent the written consent of Customer, the Primary Term shall not commence prior to July 1, 2012.
2. Seller shall provide Customer with notice no more than sixteen (16) months and no less than fourteen (14) months prior to the expiration of the Primary Term and each rollover period (the "Expiration Notice"). Customer shall have a one-time unilateral right, exercisable by notice to Seller at any time not less than twelve (12) months before the end of the Primary Term, to extend the term of this Agreement, including the rates assessed hereunder, with respect to all or any portion of the MDFTQ, for an initial rollover period of five (5) years commencing on the first day immediately following the expiration of the Primary Term. Provided Customer has extended this Agreement pursuant to said rollover right, this Agreement shall thereafter remain in effect for additional five (5) year periods, which shall commence on the first day immediately following the expiration of the preceding five (5) year period, at the lower of Customer's negotiated rate in effect during the Primary Term or at a negotiated rate equal to the recourse rate in effect on the first day of such period. Customer may terminate this Agreement by giving notice to Seller at any time not less than twelve (12) months before the end of the rollover period then in effect. Customer's time period for (a) extending the term of this Agreement at the end of the Primary Term, or (b) terminating this Agreement at the end of any rollover period, shall be extended, on a day-for-day basis, if Seller fails to provide the Expiration Notice on a timely basis.

### ARTICLE IV RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule MARC I FTS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, Original Volume No. 1, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:

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

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule MARC I FTS or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement:

Customer agrees to pay and/or provide fuel, lost and unaccounted for gas, and electric power charges ("Seller's Transportation Use")

(1) in the amounts specified in Exhibit A hereto for the first sixty (60) months of the Primary Term (the "Initial Transportation Use Rate"); and

(2) thereafter, the Initial Transportation Use Rate, except during periods in which Seller has received FERC approval to implement either -

(A) a fully reconciling tracker (*i.e.*, reconciling for both over- and under-collections) for the determination of Seller's Transportation Use, or

(B) fixed rates for Seller's Transportation Use which are based on Seller's actual requirements, as determined based on Seller's actual or projected experience, for a period commencing no earlier than after the first forty-eight (48) months of the Primary Term; provided, that neither Party shall have any right to recover any over- or under-collections that may result under the Initial Transportation Use Rate during any period in which the Initial Transportation Use Rate is in effect; provided, in the event that Seller installs incremental compression beyond the compression specified in the Certificate Application ("Incremental Compression"), then the rates for Seller's Transportation Use for

any periods during the Primary Term in which the Initial Transportation Use Rate is no longer in effect shall not exceed 1.4 times the Initial Transportation Use Rate.

#### ARTICLE V NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (*e.g.*, FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Central New York Oil And Gas Company, LLC  
Two Brush Creek Blvd., Suite 200  
Kansas City, MO 64112

Attention: Commercial Operations  
Facsimile: 402-619-5228

Customer: Anadarko Energy Services Company  
1201 Lake Robbins Dr.  
The Woodlands, TX 77380

Attn: Manager Transportation  
Facsimile: (832) 636-0388

#### ARTICLE VI INCORPORATION BY REFERENCE

The provisions of Rate Schedule MARC I FTS and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff, Original Volume No. 1, are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule MARC I FTS or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule MARC I FTS and the GT&C.

#### ARTICLE VII MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto



effective \_\_\_\_\_: None

2. Replacement Customer. [If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]  
Releasing Customer: N/A  
Released Contract No.: N/A

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

**Central New York Oil And Gas Company, L.L.C.**

By \_\_\_\_\_

Its \_\_\_\_\_

**Anadarko Energy Services Company**

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT "A"

to

FT Service Agreement between  
Central New York Oil And Gas Company, L.L.C. (Seller)  
and

Anadarko Energy Services Company (Customer)

Dated December 27, 2011

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 151, 875 dth

II. POINT OF RECEIPT

ALL

151, 875 dth

Includes:

- (a) Tennessee Gas Pipeline (TGP)
- (b) Stagecoach Gas Storage - South Lateral
- (c) Transco
- (d) Any Points of Receipt on the MARC I Hub Line between Transco and TGP

Customer has up to 151, 875 dth of Primary Receipt Point Capacity at each Point of Receipt.

III. POINT OF DELIVERY

ALL

151, 875 dth

Includes:

- (a) Tennessee Gas Pipeline (TGP)
- (b) Stagecoach Gas Storage - South Lateral
- (c) Transco

Customer has up to 151, 875 dth of Primary Delivery Point Capacity at each Point of Delivery.

In addition, Customer has secondary point capacity rights to any Points of Delivery added to the MARC I Hub Line between Transco and TGP at the rates specified herein.

IV. RATES AND CHARGES

MARC I Monthly Firm Transportation Reservation Rate	
Negotiated Rate:	\$5.844/dth of MDFTQ per Month
MARC I Firm Transportation Commodity Rate	
Negotiated Rate:	\$0.00/dth
MARC I Firm Transportation Overrun Commodity Rate	
Negotiated Rate:	\$0.192/dth
Seller's Transportation Use	
Negotiated Rate:	\$0.035/dth and 0.10%

The rates specified do not cover compression for any receipt of natural gas into the MARC I Hub Line other than at the Tennessee Gas Pipeline, Stagecoach Gas Storage - South Lateral, and Transco Points of Receipt.

V. ADDITIONAL CHARGES - pursuant to Section 5 of Rate Schedule MARC I FTS

Annual Charge Adjustment (ACA) - Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with MARC I FTS.

The rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:

1. If, prior to and up to five years after the In-Service Date of the MARC I Hub Line, Seller enters into an FTSA (excluding Interim FTS Service authorized under Seller's Tariff) with any other FTS shipper -

(a) for a Maximum Daily Firm Transportation Quantity ("MDFTQ") of Firm Transportation Service equal to or less than Customer's MDFTQ, or

(b) for a term equal to or less than the term of Customer's FTS Agreement,

at a Reservation rate less than Customer's Reservation rate, Seller shall notify Customer within five (5) Business Days, and, unless Customer notifies Seller within five (5) Business Days that Customer does not want to revise its rates or terms and conditions of service, then Seller will revise Customer's FTS Agreement to reduce Customer's Reservation rate to equal such lower Reservation rate effective as of the date of such FTS Agreement with such other FTS shipper. This paragraph shall not apply to the first 100,000 Dth/Day of firm transportation capacity sold by Seller on the MARC I Hub Line.

## AMENDMENT NO. 1 TO MARC I FTS SERVICE AGREEMENT

Stagecoach Pipeline & Storage Company LLC (f/k/a Central New York Oil & Gas Company, LLC) ("Stagecoach") and Alta Energy Marketing LLC ("Alta"), as successor-in-interest to Anadarko Energy Services Company ("Anadarko"), are parties to that certain MARC I FTS Service Agreement #FTS-AES-0002, dated December 27, 2011 ("Agreement"). For purposes of this Amendment No. 1, Stagecoach and Alta may be referred to collectively as the "Parties" or individually as a "Party."

**WHEREAS**, there exists the above-referenced Agreement for the provision of Firm Transportation Service pursuant to Rate Schedule MARC I FTS of Stagecoach's FERC Gas Tariff;

**WHEREAS**, pursuant to that certain Consent to Assignment and Release Agreement, dated March 1, 2017, between Stagecoach, Alta, and Anadarko, the Agreement was assigned from Anadarko to Alta effective as of July 1, 2017;

**WHEREAS**, the Parties now wish to amend the Agreement to (i) replace all references to Anadarko in the Agreement with appropriate references to Alta; and (ii) update the contract number of the Agreement;

**NOW THEREFORE**, in consideration of the mutual benefits to be obtained herefrom, the rights and duties assessed herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Effective as of July 1, 2017, throughout the Agreement:
  - a. All long-form references to "Anadarko Energy Services Company" shall be deleted and replaced with references to "Alta Energy Marketing LLC"; and
  - b. All short-form references to "Anadarko" or "AES" or any other comparable short-form references to Anadarko Energy Services Company shall be deleted and replaced with references to "Alta".
2. Effective as of July 1, 2017, throughout the Agreement, all references to a contract number for the Agreement, specifically including #FTS-AES-0002 and any other comparable numbering conventions, shall be deleted and replaced with #FTS-ALTA-0002.
3. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original and together which shall constitute one and the same agreement.
4. Except as modified herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties signify their agreement by signature below.

**AGREED AND ACCEPTED:**

**ALTA ENERGY MARKETING LLC**

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

Name: \_\_\_\_\_

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

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

**STAGECOACH PIPELINE &  
STORAGE COMPANY LLC**

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

Name: \_\_\_\_\_

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

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

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 01:47 PM 07/28/2021  
FILED 01:47 PM 07/28/2021  
SR 20212824942 – File Number 5662006

**STATE OF DELAWARE  
CERTIFICATE OF MERGER OF  
DOMESTIC LIMITED LIABILITY COMPANIES**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned limited liability company executed the following Certificate of Merger.

FIRST: The name of the surviving limited liability company is EQT Energy, LLC, a Delaware limited liability company.

SECOND: The name of the limited liability company being merged into the surviving limited liability company is Alta Energy Marketing, LLC.

THIRD: The agreement of merger has been approved, adopted and executed by each of the constituent limited liability companies.

FOURTH: The name of the surviving limited liability company is EQT Energy, LLC.

FIFTH: The merger is to become effective on August 1, 2021 at 10:00 a.m. Eastern Time.

SIXTH: The executed agreement of merger is on file at 625 Liberty Avenue, Suite 1700, Pittsburgh, PA 15222, a place of business of the surviving limited liability company.

SEVENTH: A copy of the agreement of merger will be furnished by the surviving limited liability company, on request and without cost, to any member of the constituent limited liability companies.

[Signature Page Follows]

**IN WITNESS WHEREOF**, said surviving limited liability company has caused this certificate to be signed by an authorized officer, this 28 day of July, 2021.

EQT Energy, LLC

By: /s/ Keith Shoemaker

Name: Keith Shoemaker

Title: Vice President (Authorized Officer)

[Signature page to Alta Energy Marketing, LLC – EQT Energy, LLC  
Certificate of Merger (DE)]



8.8 CHESAPEAKE ENERGY MARKETING LLC MARC I FTS SERVICE AGREEMENT

**FIRM TRANSPORTATION SERVICE AGREEMENT**

(For Use Under Seller's Rate Schedule MARC I FTS)

THIS AGREEMENT entered into as of the 14th day of December 2020, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller," and Chesapeake Energy Marketing LLC, hereinafter referred to as "Customer."

**W I T N E S S E T H**

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities ("MARC I FTS") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

**ARTICLE I  
TRANSPORTATION SERVICE**

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point.
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on operation of Seller's MARC I Facilities or Seller's ability to meet all higher priority obligations.

**ARTICLE II  
POINTS OF RECEIPT/DELIVERY**

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point of Receipt up to Customer's Maximum

Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.

2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point of Receipt to the Point of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

**ARTICLE III  
TERM OF AGREEMENT**

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term of twenty-three (23) months, commencing January 1, 2021.

**ARTICLE IV  
RATE SCHEDULE AND CHARGES**

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule MARC I FTS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, Original Volume No. 1, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:

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

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule MARC I FTS or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement: [None]

**ARTICLE V**

**NOTICE**

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC

811 Main Street  
Suite 3400  
Houston, Texas 77002  
Attention: Commercial Operations  
Facsimile: 832-519-2250  
E-mail: wes.deskin@crestwoodlp.com

Customer: Chesapeake Energy Marketing, L.L.C.  
6100 N. Western Avenue  
Oklahoma City, Oklahoma 73118  
Attention: Customer Administration  
Email: Contract Admin@chk.com

**ARTICLE VI  
INCORPORATION BY REFERENCE**

The provisions of Rate Schedule MARC I FTS and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff, Original Volume No. 1, are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule MARC I FTS or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule MARC I FTS and the GT&C.

**ARTICLE VII  
MISCELLANEOUS**

1. This Agreement supersedes and cancels the following contract between the parties hereto effective as of January 1, 2021: Agreement Number FTS-CHK-0004, dated December 16, 2011.
2. Replacement Customer. [If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]

Releasing Customer: N/A

Released Contract No.: N/A

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

**Stagecoach Pipeline & Storage Company LLC**

By \_\_\_\_\_

Its \_\_\_\_\_

**Chesapeake Energy Marketing LLC**  
(Customer)

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT "A"  
to  
FT Service Agreement between  
Stagecoach Pipeline & Storage Company LLC (Seller)  
and

Chesapeake Energy Marketing LLC (Customer)

Dated January 1, 2021

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 140,000 dth

II. POINT OF RECEIPT  
ALL 140,000 dth  
Includes:  
(a) Tennessee Gas Pipeline (TGP)  
(b) Stagecoach Gas Storage - South Lateral  
(c) Transco  
(d) Any Points of Receipt on the MARC I Hub Line between  
Transco and TGP

Customer has up to 140,000 dth of Primary Receipt Point Capacity  
at each Point of Receipt.

III. POINT OF DELIVERY  
ALL 140,000 dth  
Includes:  
(a) Tennessee Gas Pipeline (TGP)  
(b) Stagecoach Gas Storage - South Lateral  
(c) Transco

Customer has up to 140,000 dth of Primary Delivery Point Capacity  
at each Point of Delivery.

In addition, Customer has secondary point capacity rights to any Points  
of Delivery added to the MARC I Hub Line between Transco and TGP at the  
rates specified herein.

IV. RATES AND CHARGES

MARC I Monthly Firm Transportation Reservation Rate  
Negotiated Rate: \$5.4786/dth of MDFTQ per Month  
Recourse Rate Not Applicable (Initial)  
MARC I Firm Transportation Commodity Rate  
Negotiated Rate: \$Not Applicable/dth  
Recourse Rate                      (Initial)  
MARC I Firm Transportation Overrun Commodity Rate  
Negotiated Rate: \$Not Applicable/dth  
Recourse Rate                      (Initial)  
Seller's Transportation Use  
Negotiated Rate: \$Not Applicable/dth and Not  
Applicable%

Recourse Rate \_\_\_\_\_ (Initial)

The rates specified do not cover compression for any receipt of natural gas into the MARC I Hub Line other than at the Tennessee Gas Pipeline, Stagecoach Gas Storage - South Lateral, and Transco Points of Receipt.

V. ADDITIONAL CHARGES - pursuant to Section 5.5.5 of Rate Schedule MARC I FTS

Annual Charge Adjustment (ACA) - Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with MARC I FTS.

The rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:

A. **Creditworthiness Requirements.** In addition to meeting the credit standards of Seller's Tariff, Customer must satisfy the requirements specified in this Article VI (the "Creditworthiness Requirements") until the end of the Security Period.

1. For purposes of this Article VI, the following terms shall have meanings assigned below:
  - a. "Business Day" means any day other than a Saturday, Sunday, or day on which the banks in New York City, New York, are permitted or required to be closed.
  - b. "Credit Rating" means the rating then assigned to Customer's unsecured, senior long-term debt obligations (not supported by third-party credit enhancements) by S&P, Moody's or any other rating agency agreed by the Parties.

- c. "Investment Grade Credit Rating" means a Credit Rating of at least BBB- by S&P or Baa3 by Moody's, or any equivalent Credit Rating by any other rating agency agreed upon by the Parties; provided, however, that in the event an entity has a Credit Rating from more than one such agency, such entity shall be deemed to have an Investment Grade Credit Rating only if all such Credit Ratings are Investment Grade Credit Ratings.
- d. "Qualified Institution" means a commercial bank or trust company organized under the laws of the United States or a political subdivision thereof, with a Credit Rating of at least (i) A- by S&P and A3 by Moody's, if such entity is rated by both S&P and Moody's, or (ii) A- by S&P or A3 by Moody's, if such entity is rated by either S&P or Moody's but not both, and having a capital surplus of at least \$1,000,000,000.
- e. "Security Amount" shall mean, during each period of time specified below, an amount equal to the reservation charges under this Agreement payable in respect of the MDFTQ for the number of months of service specified below for such period of time (rounded upwards to the nearest \$100,000):

<u>Begin Date</u>	<u>End Date</u>	<u>Number of Months</u>
December 1, 2020	January 31, 2022	12
February 1, 2022	February 28, 2022	11
March 1, 2022	March 31, 2022	10
April 1, 2022	April 30, 2022	9
May 1, 2022	May 31, 2022	8
June 1, 2022	June 30, 2022	7
July 1, 2022	July 31, 2022	6
August 1, 2022	August 31, 2022	5
September 1, 2022	September 30, 2022	4

- f. "Security Period" shall mean the period commencing on December 1, 2020, and ending on September 30, 2022.
2. Customer shall be deemed to satisfy the Creditworthiness Requirements if:
- a. Customer -
- i. Maintains an Investment Grade Credit Rating or
- ii. Is unrated or does not have an Investment Grade Credit Rating but is nevertheless determined by Seller to be creditworthy; and

- b. The sum of reservation fees, commodity fees, and any other associated fees and charges under this Agreement for thirty-six (36) months is less than fifteen percent (15%) of Customer's tangible total net worth.
- 3. If Customer does not satisfy the requirements of Article VI, Section A(2) above at the time of executing this Agreement, or if at any time during the Security Period for any reason Customer ceases to satisfy the requirements of Article VI, Section A(2), or if any guarantor ceases to satisfy the requirements of Article VI, Section A(3) or if Customer's Credit Rating is downgraded to below Investment Grade Credit Rating at the time of execution of this Agreement or at any time thereafter (each a "Downgrade Event"), then Customer shall satisfy these Creditworthiness Requirements by delivering to Seller, prior to or concurrently with the execution and delivery of this Agreement or within one (1) month after the occurrence of the Downgrade Event and after written notice by Seller as applicable, any of the following ("Security"), as selected by Customer in its sole discretion, as security for its obligations under this Agreement:
  - a. An irrevocable, non-transferable unconditional guaranty of payment or performance, or substitute therefor, of all obligations of Customer under this Agreement for the full Security Period, in form and substance reasonably acceptable to Seller, issued in favor of Seller by either:
    - i. an unaffiliated entity ("Third Party Guarantor") that maintains an Investment Grade Credit Rating or that is unrated but is nevertheless determined by Seller to be creditworthy, provided that the sum of reservation fees, commodity fees, and any other associated fees and charges under this Agreement for twelve (12) months of service (rounded upwards to the nearest \$100,000), is less than 15 percent (15%) of Third Party Guarantor's tangible total net worth, or
    - ii. Customer's parent company ("Parent Guarantor"), provided Parent Guarantor has a Credit Rating of either: (i) at least B+ by S&P, or (ii) at least B1 by Moody's or, if unrated, Parent Guarantor is nevertheless determined by Seller to be creditworthy; or
  - b. One or more Letters of Credit in a total amount not less than the Security Amount issued for the benefit of Seller, in form and substance, including drawing conditions, reasonably acceptable to Seller; or
  - c. Cash in an amount not less than the Security Amount.



Customer may, at any time, substitute one form of Security ("Substitute Security") for the then outstanding Security ("Original Security"), and Seller shall return to Customer the Original Security within two (2) Business Days of its receipt of the Substitute Security. Customer hereby grants to Seller a present and continuing security interest in and to, and a general first lien upon and right of set off against, any and all Security which has been or may in the future be transferred to, or received by, Seller and/or a Qualified Institution (in the case of cash deposited pursuant to Article VI, Section A(4)), and all dividends, interest, and other proceeds from time to time received, receivable, or otherwise distributed in respect of, or in exchange for, any or all of the foregoing, and Customer agrees to take such action as Seller reasonably requests in order to perfect Seller's continuing security interest in, and lien on (and right of setoff against), such Security.

4. If Customer chooses at any time to satisfy these Creditworthiness Requirements by delivering cash, such cash shall be deposited and held in escrow in a segregated, safekeeping or custody account (the "Collateral Account") established and owned by Customer at a Qualified Institution selected by Seller and approved by Customer (which approval shall not be unreasonably withheld). The terms of control of such account and other agreements as are necessary or appropriate to perfect and protect the security interest of Seller in the Security pursuant to Section 9-314 of the Uniform Commercial Code or otherwise shall be subject to the reasonable approval of Seller. The Qualified Institution shall serve as custodian with respect to the cash and other property in the Collateral Account, and shall hold such cash in accordance with the terms of this Agreement and the applicable account control agreements. The Qualified Institution holding the cash will pay interest to Customer after the end of each calendar quarter in accordance with such agreements. Seller shall have no responsibility for any losses resulting from such Collateral Account in accordance with such agreements.
5. All costs of any Letter of Credit provided on behalf of Customer hereunder shall be borne by Customer, except any other costs, if any, incurred by the Seller are for Seller's account. Customer shall renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit. If the Qualified Institution that issued an outstanding Letter of Credit has indicated an intent not to renew such Letter of Credit, Customer shall provide substitute Security for the benefit of Seller in accordance with Article VI, Section A(3) at least twenty (20) Business Days prior to the expiration of the outstanding Letter of Credit. If a Qualified Institution issuing a Letter of Credit shall fail to honor Seller's properly documented request to draw on such Letter of Credit, Customer shall, as soon as practical and in no event later than five (5) Business Days after such refusal, provide substitute Security for

the benefit of Seller in accordance with Article VI, Section A(3).

6. Upon or at any time after the occurrence and continuation of a Default (which shall include Customer's failure to timely provide or replace Security hereunder), and without limiting Customer's obligations to Seller or Seller's rights and remedies hereunder, Seller may draw on the entire, undrawn portion of any outstanding guaranty, Letter of Credit, or Collateral Account by submitting to the entity issuing such guaranty or Letter of Credit or the institution at which such Collateral Account is maintained, as applicable, one or more certificates specifying that such Default has occurred and is continuing. Cash proceeds received from drawing upon a guaranty, Letter of Credit or Collateral Account shall be deemed security for Customer's obligations to Seller and Seller shall have rights and remedies set forth in Article VI, Section A(7) herein with respect to such cash proceeds.
7. In the event of a default by Customer under this Article VI, Seller may, in its sole discretion, exercise any one or more rights and remedies provided in this Agreement or otherwise available under applicable law, including but not limited to:
  - a. All rights and remedies available to a secured party pursuant to Section 9-314 of the Uniform Commercial Code in New York, and other applicable laws with respect to Security held by or for the benefit of the Seller;
  - b. The right to set off any Security held by or for the benefit of Seller against and in satisfaction of any amount payable by the Customer in respect of any of its obligations under this Agreement; and/or
  - c. The right to demand payment under any outstanding guaranty or draw on any outstanding Letter of Credit issued for the benefit of the Seller.
  - d. Another form of security reasonably acceptable to Seller

Seller shall be under no obligation to prioritize the order with respect to which it exercises any one or more rights and remedies available hereunder. No failure on the part of the Seller to exercise, and no delay in exercising, any right or remedy shall operate as a waiver thereof. A waiver by Seller or any right or remedy on any occasion shall not be construed as a bar to any right or remedy which the Seller would otherwise have on any other occasion. Each and every right and remedy granted to the Seller hereunder or allowed it by law or other agreement shall be cumulative and not exclusive of any other remedy. Recourse with respect to Customer's obligations is not limited to Security provided hereunder or to any other collateral or proceeds thereof, and the Customer shall in all events remain liable to

Seller for any amount payable in respect of any of its obligations that remain unpaid after the applicable of any such Security. The satisfaction by Customer of the Creditworthiness Requirements described herein shall in no way affect Seller's right to seek damages or other remedies under this Agreement.

8. Within five (5) Business Days after termination of the Security Period or Customer satisfying the requirements of Article VI, Section A(2), Seller shall return to Customer the amount of any Security then remaining hereunder.
9. Customer's satisfaction of the requirements of this Article VI also shall establish Customer's creditworthiness for any Operational Balancing Agreement or Predetermined Allocation Agreement entered into by Customer and Seller.
10. Notwithstanding any contrary provision of this Agreement, this Article VI, Section A of this Agreement shall survive the termination of this Agreement, and shall continue in effect until the expiration of the Security Period.
11. Effective as of December 1, 2020, Section 10 of that certain Precedent Agreement Between Central New York Oil and Gas Company, LLC and Chesapeake Energy Marketing, Inc. for MARC I - Firm Transportation Service, dated July 1, 2010, shall be canceled and superseded by the Creditworthiness Requirements set forth in this Article VI.

8.9 MMGS INC. MARC I FTS SERVICE AGREEMENT

THIS AGREEMENT entered into as of the \_\_\_\_ day of December 2011, by and between Central New York Oil And Gas Company, L.L.C., a New York limited liability company, hereinafter referred to as "Seller," and MMGS INC., hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities ("MARC I FTS") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point.
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on operation of Seller's MARC I Facilities or Seller's ability to meet all higher priority obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.
2. Seller shall transport Customer's nominated quantity of Gas on a firm

basis from the Point of Receipt to the Point of Delivery.

3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term of ten (10) years, commencing on the In-Service Date, which shall be the first day of the month following Seller's notification, with at least thirty (30) days prior notice, that Seller's MARC I Facilities required to provide Firm Transportation Service are completed and in service; provided, absent the written consent of Customer, the Primary Term shall not commence prior to July 1, 2012.
2. Seller shall provide Customer with notice no more than sixteen (16) months and no less than fourteen (14) months prior to the expiration of the Primary Term and each rollover period (the "Expiration Notice"). Customer shall have a one-time unilateral right, exercisable by notice to Seller at any time not less than twelve (12) months before the end of the Primary Term, to extend the term of this Agreement, including the rates assessed hereunder, with respect to all or any portion of the MDFTQ, for an initial rollover period of five (5) years commencing on the first day immediately following the expiration of the Primary Term. Provided Customer has extended this Agreement pursuant to said rollover right, this Agreement shall thereafter remain in effect for additional five (5) year periods, which shall commence on the first day immediately following the expiration of the preceding five (5) year period, at the lower of Customer's negotiated rate in effect during the Primary Term or at a negotiated rate equal to the recourse rate in effect on the first day of such period. Customer may terminate this Agreement by giving notice to Seller at any time not less than twelve (12) months before the end of the rollover period then in effect. Customer's time period for (a) extending the term of this Agreement at the end of the Primary Term, or (b) terminating this Agreement at the end of any rollover period, shall be extended, on a day-for-day basis, if Seller fails to provide the Expiration Notice on a timely basis.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule MARC I FTS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, Original Volume No. 1, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the

applicable information as follows, which shall be utilized for transactions hereunder:

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

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule MARC I FTS or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.

3. Further Agreement:

Customer agrees to pay and/or provide fuel, lost and unaccounted for gas, and electric power charges ("Seller's Transportation Use")

(1) in the amounts specified in Exhibit A hereto for the first sixty (60) months of the Primary Term (the "Initial Transportation Use Rate"); and

(2) thereafter, the Initial Transportation Use Rate, except during periods in which Seller has received FERC approval to implement either -

(A) a fully reconciling tracker (i.e., reconciling for both over- and under-collections) for the determination of Seller's Transportation Use, or

(B) fixed rates for Seller's Transportation Use which are based on Seller's actual requirements, as determined based on Seller's actual or projected experience, for a period commencing no earlier than after the first forty-eight (48) months of the Primary Term; provided, that neither Party shall have any right to recover any over- or under-collections that may result under the Initial Transportation Use Rate during any period in which the Initial Transportation Use Rate is in effect; provided, in the event that Seller installs incremental compression beyond the compression specified in the Certificate Application ("Incremental Compression"), then the rates for Seller's Transportation Use for any periods during the Primary Term in which the Initial Transportation Use Rate is no longer in effect shall not exceed 1.4 times the Initial Transportation Use Rate.

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Central New York Oil And Gas Company, LLC  
Two Brush Creek Blvd., Suite 200  
Kansas City, MO 64112

Attention: Commercial Operations  
Facsimile: 402-619-5228

Customer: MMGS INC.  
9 Greenway Plaza, Suite 1250  
Houston, TX 77046-0900

Attention: Greg Jallans, Manager - Transportation  
Phone: 713-960-7883  
Fax: 713-960-0247  
E-mail: g.jallans@mitsui-ep.com

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule MARC I FTS and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff, Original Volume No. 1, are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule MARC I FTS or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule MARC I FTS and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective \_\_\_\_\_: None
2. Replacement Customer. [If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]  
Releasing Customer: N/A  
Released Contract No.: N/A

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

**Central New York Oil And Gas Company,  
L.L.C.**

By \_\_\_\_\_

Its  
\_\_\_\_\_

**MMGS INC.**

By \_\_\_\_\_

Its  
\_\_\_\_\_



EXHIBIT "A"

to

FT Service Agreement between

Central New York Oil And Gas Company, L.L.C. (Seller)

and

MMGS INC. (Customer)

Dated December 30, 2011

- I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 73,125 dth
- II. POINT OF RECEIPT  
ALL 73,125 dth

Includes:

- (a) Tennessee Gas Pipeline (TGP)
- (b) Stagecoach Gas Storage - South Lateral
- (c) Transco
- (d) Any Points of Receipt on the MARC I Hub Line between Transco and TGP

Customer has up to 73,125 dth of Primary Receipt Point Capacity at each Point of Receipt.

- III. POINT OF DELIVERY  
ALL 73,125 dth

Includes:

- (a) Tennessee Gas Pipeline (TGP)
- (b) Stagecoach Gas Storage - South Lateral
- (c) Transco

Customer has up to 73,125 dth of Primary Delivery Point Capacity at each Point of Delivery.

In addition, Customer has secondary point capacity rights to any Points of Delivery added to the MARC I Hub Line between Transco and TGP at the rates specified herein.

- IV. RATES AND CHARGES

MARC I Monthly Firm Transportation Reservation Rate

Negotiated Rate:	\$5.844/dth of MDFTQ per Month
MARC I Firm Transportation Commodity Rate	
Negotiated Rate:	\$0.00/dth
MARC I Firm Transportation Overrun Commodity Rate	
Negotiated Rate:	\$0.192/dth
Seller's Transportation Use	
Negotiated Rate:	\$0.035/dth and 0.10%

The rates specified do not cover compression for any receipt of natural gas into the MARC I Hub Line other than at the Tennessee Gas Pipeline, Stagecoach Gas Storage - South Lateral, and Transco Points of Receipt.

V. ADDITIONAL CHARGES - pursuant to Section 5 of Rate Schedule MARC I FTS  
Annual Charge Adjustment (ACA) - Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with MARC I FTS.

The rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:

1. If, prior to and up to five years after the In-Service Date of the MARC I Hub Line, Seller enters into an FTSA (excluding Interim FTS Service authorized under Seller's Tariff) with any other FTS shipper -

(a) for a Maximum Daily Firm Transportation Quantity ("MDFTQ") of Firm Transportation Service equal to or less than Customer's MDFTQ, or

(b) for a term equal to or less than the term of Customer's FTS Agreement,

at a Reservation rate less than Customer's Reservation rate, Seller shall notify Customer within five (5) Business Days, and, unless Customer notifies Seller within five (5) Business Days that Customer does not want to revise

its rates or terms and conditions of service, then Seller will revise Customer's FTS Agreement to reduce Customer's Reservation rate to equal such lower Reservation rate effective as of the date of such FTS Agreement with such other FTS shipper. This paragraph shall not apply to the first 100,000 Dth/Day of firm transportation capacity sold by Seller on the MARC I Hub Line.

8.10 STATOIL NATURAL GAS LLC MARC I FTS SERVICE AGREEMENT

THIS AGREEMENT entered into as of the \_\_\_\_ day of December 2011, by and between Central New York Oil And Gas Company, L.L.C., a New York limited liability company, hereinafter referred to as "Seller," and Statoil Natural Gas LLC, hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities ("MARC I FTS") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point.
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on operation of Seller's MARC I Facilities or Seller's ability to meet all higher priority obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.
2. Seller shall transport Customer's nominated quantity of Gas on a firm

basis from the Point of Receipt to the Point of Delivery.

3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term of ten (10) years, commencing on the In-Service Date, which shall be the first day of the month following Seller's notification, with at least thirty (30) days prior notice, that Seller's MARC I Facilities required to provide Firm Transportation Service are completed and in service; provided, absent the written consent of Customer, the Primary Term shall not commence prior to July 1, 2012.
2. Seller shall provide Customer with notice no more than sixteen (16) months and no less than fourteen (14) months prior to the expiration of the Primary Term and each rollover period (the "Expiration Notice"). Customer shall have a one-time unilateral right, exercisable by notice to Seller at any time not less than twelve (12) months before the end of the Primary Term, to extend the term of this Agreement, including the rates assessed hereunder, with respect to all or any portion of the MDFTQ, for an initial rollover period of five (5) years commencing on the first day immediately following the expiration of the Primary Term. Provided Customer has extended this Agreement pursuant to said rollover right, this Agreement shall thereafter remain in effect for additional five (5) year periods, which shall commence on the first day immediately following the expiration of the preceding five (5) year period, at the lower of Customer's negotiated rate in effect during the Primary Term or at a negotiated rate equal to the recourse rate in effect on the first day of such period. Customer may terminate this Agreement by giving notice to Seller at any time not less than twelve (12) months before the end of the rollover period then in effect. Customer's time period for (a) extending the term of this Agreement at the end of the Primary Term, or (b) terminating this Agreement at the end of any rollover period, shall be extended, on a day-for-day basis, if Seller fails to provide the Expiration Notice on a timely basis.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule MARC I FTS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, Original Volume No. 1, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the

applicable information as follows, which shall be utilized for transactions hereunder:

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

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule MARC I FTS or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.

3. Further Agreement:

Customer agrees to pay and/or provide fuel, lost and unaccounted for gas, and electric power charges ("Seller's Transportation Use")

(1) in the amounts specified in Exhibit A hereto for the first sixty (60) months of the Primary Term (the "Initial Transportation Use Rate"); and

(2) thereafter, the Initial Transportation Use Rate, except during periods in which Seller has received FERC approval to implement either -

(A) a fully reconciling tracker (i.e., reconciling for both over- and under-collections) for the determination of Seller's Transportation Use, or

(B) fixed rates for Seller's Transportation Use which are based on Seller's actual requirements, as determined based on Seller's actual or projected experience, for a period commencing no earlier than after the first forty-eight (48) months of the Primary Term; provided, that neither Party shall have any right to recover any over- or under-collections that may result under the Initial Transportation Use Rate during any period in which the Initial Transportation Use Rate is in effect; provided, in the event that Seller installs incremental compression beyond the compression specified in the Certificate Application ("Incremental Compression"), then the rates for Seller's Transportation Use for any periods during the Primary Term in which the Initial Transportation Use Rate is no longer in effect shall not exceed 1.4 times the Initial Transportation Use Rate.

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Central New York Oil And Gas Company, LLC  
Two Brush Creek Blvd., Suite 200  
Kansas City, MO 64112

Attention: Commercial Operations  
Facsimile: 402-619-5228

Customer: Statoil Natural Gas LLC  
1055 Washington Blvd., 7th Floor  
Stamford, Conn. 06901

Attention: President (with copy to General Counsel)  
Phone: 203-978-6900  
Fax: 203-978-6952  
e-mail: contracts@statoil.com

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule MARC I FTS and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff, Original Volume No. 1, are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule MARC I FTS or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule MARC I FTS and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective \_\_\_\_\_: None
2. Replacement Customer. [If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]  
Releasing Customer: N/A  
Released Contract No.: N/A

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

**Central New York Oil And Gas Company,  
L.L.C.**

By \_\_\_\_\_

Its  
\_\_\_\_\_

**Statoil Natural Gas LLC**

By \_\_\_\_\_

Its  
\_\_\_\_\_



EXHIBIT "A"

to

FT Service Agreement between

Central New York Oil And Gas Company, L.L.C. (Seller)

and

Statoil Natural Gas LLC (Customer)

Dated December 29, 2011

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 72,818 dth

II. POINT OF RECEIPT

ALL

72,818 dth

Includes:

- (a) Tennessee Gas Pipeline (TGP)
- (b) Stagecoach Gas Storage - South Lateral
- (c) Transco
- (d) Any Points of Receipt on the MARC I Hub Line between Transco and TGP

Customer has up to 72,818 dth of Primary Receipt Point Capacity at each Point of Receipt.

III. POINT OF DELIVERY

ALL

72,818 dth

Includes:

- (a) Tennessee Gas Pipeline (TGP)
- (b) Stagecoach Gas Storage - South Lateral
- (c) Transco

Customer has up to 72,818 dth of Primary Delivery Point Capacity at each Point of Delivery.

In addition, Customer has secondary point capacity rights to any Points of Delivery added to the MARC I Hub Line between Transco and TGP at the rates specified herein.

IV. RATES AND CHARGES

MARC I Monthly Firm Transportation Reservation Rate

Negotiated Rate:	\$5.844/dth of MDFTQ per Month
MARC I Firm Transportation Commodity Rate	
Negotiated Rate:	\$0.00/dth
MARC I Firm Transportation Overrun Commodity Rate	
Negotiated Rate:	\$0.192/dth
Seller's Transportation Use	
Negotiated Rate:	\$0.035/dth and 0.10%

The rates specified do not cover compression for any receipt of natural gas into the MARC I Hub Line other than at the Tennessee Gas Pipeline, Stagecoach Gas Storage - South Lateral, and Transco Points of Receipt.

V. ADDITIONAL CHARGES - pursuant to Section 5 of Rate Schedule MARC I FTS  
Annual Charge Adjustment (ACA) - Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with MARC I FTS.

The rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:

1. If, prior to and up to five years after the In-Service Date of the MARC I Hub Line, Seller enters into an FTSA (excluding Interim FTS Service authorized under Seller's Tariff) with any other FTS shipper -

(a) for a Maximum Daily Firm Transportation Quantity ("MDFTQ") of Firm Transportation Service equal to or less than Customer's MDFTQ, or

(b) for a term equal to or less than the term of Customer's FTS Agreement,

at a Reservation rate less than Customer's Reservation rate, Seller shall notify Customer within five (5) Business Days, and, unless Customer notifies Seller within five (5) Business Days that Customer does not want to revise

its rates or terms and conditions of service, then Seller will revise Customer's FTS Agreement to reduce Customer's Reservation rate to equal such lower Reservation rate effective as of the date of such FTS Agreement with such other FTS shipper. This paragraph shall not apply to the first 100,000 Dth/Day of firm transportation capacity sold by Seller on the MARC I Hub Line.

9.0 NEGOTIATED RATE SERVICE AGREEMENTS

This section contains all current negotiated rate service agreements.

9.1 Equinor Natural Gas LLC MARC I FTS SERVICE AGREEMENT

FIRM TRANSPORTATION SERVICE AGREEMENT  
(For Use Under Seller's Rate Schedule MARC I FTS)

THIS AGREEMENT entered into as of the 7th day of January, 2022, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller," and Equinor Natural Gas LLC, a Delaware limited liability company, hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities ("MARC I FTS") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be tendered to Seller at the Receipt Point up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point.
3. If requested by Customer, Seller may provide Transportation Service for daily

quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on operation of Seller's MARC I Facilities or Seller's ability to meet all higher priority obligations.

## ARTICLE II POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.
2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point of Receipt to the Point of Delivery.
3. Seller shall tender to or for the account of Customer, on a firm basis at the Point of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

## ARTICLE III TERM OF AGREEMENT

This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term commencing December 1, 2022 and ending November 30, 2025.

## ARTICLE IV RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule MARC I FTS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, Original Volume No. 1, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule MARC I FTS or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement: None.

#### ARTICLE V NOTICE

Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline &  
Storage Company LLC 1001  
Louisiana Street, Suite 1000  
Houston, Texas 77002  
  
Attention: Director of Transportation  
Services Facsimile: 713-420-6825  
Email: [gina\\_mabry@kindermorgan.com](mailto:gina_mabry@kindermorgan.com)

Customer: Equinor Natural Gas LLC  
  
120 Long Ridge Road, Suite 3E01  
Stamford, Connecticut 06902

Attention: Contract Administration  
Fax: 203-978-6916

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule MARC I FTS and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff, Original Volume No. 1, are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule MARC I FTS or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule MARC I FTS and the GT&C.

ARTICLE VII  
MISCELLANEOUS

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

The offer of release issued by the Releasing Customer is incorporated herein by reference.

Releasing Customer: N/A.  
Released Contract No.: N/A.

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

Stagecoach Pipeline & Storage Company LLC  
By:  
Name: Ernesto Ocheoa  
Title: Vice President, Commercial  
2/2/2022

Equinor Natural Gas LLC  
By:  
Name: Asbjorn Skretting  
Title: President



EXHIBIT "A"  
to  
FT Service Agreement between  
Stagecoach Pipeline & Storage Company LLC (Seller)  
and  
Equinor Natural Gas LLC (Customer)  
Dated November 8, 2021

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 72,818 dth

II. POINT OF RECEIPT

ALL 72,818 dth

Includes:

- (a) Tennessee Gas Pipeline (TGP)
- (b) Stagecoach Gas Storage – South Lateral
- (c) Transco
- (d) Any Points of Receipt on the MARC I Hub Line

between Transco and TGP Customer has up to 72,818 dth of Primary Receipt  
Point Capacity at each Point of Receipt.

III. POINT OF DELIVERY

ALL 72,818 dth

Includes:

- (a) Tennessee Gas Pipeline (TGP)
- (b) Stagecoach Gas Storage – South Lateral
- (c) Transco

Customer has up to 72,818 dth of Primary Delivery Point Capacity at each Point of Delivery.

In addition, Customer has secondary point capacity rights to any Points of Delivery added to the MARC I Hub Line between Transco and TGP at the rates specified herein.

#### IV. RATES AND CHARGES

##### MARC I Monthly Firm Transportation Reservation Rate

Negotiated Rate: \$4.6929/dth of MDFTQ per Month

Recourse Rate \_\_\_\_\_(initial)

##### MARC I Firm Transportation Commodity Rate

Negotiated Rate: \$ N/A\_\_\_\_/dth of MDFTQ per Month

Recourse Rate \$0.0029\_\_\_\_(initial)

##### MARC I Firm Transportation Overrun Commodity Rate

Negotiated Rate: \$N/A\_\_\_\_dth of MDFTQ per Month

Recourse Rate \$0.2601\_\_\_\_Initial

##### Seller's Transportation Use

Negotiated Rate: \$N/A\_\_\_\_/dth of MDFTQ per Month

Recourse Rate \$0.026 and .42% fuel in kind (initial)

The rates specified do not cover compression for any receipt of natural gas into the MARC I Hub Line other than at the Tennessee Gas Pipeline, Stagecoach Gas Storage – South Lateral, and Transco Points of Receipt.

#### V. ADDITIONAL CHARGES - pursuant to Section 5 of Rate Schedule MARC I FTS

##### Annual Charge Adjustment (ACA) – Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent

allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with MARC I FTS.

The rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF: NONE

9.2 CHESAPEAKE ENERGY MARKETING, L.L.C. MARC I FTS SERVICE AGREEMENT

FIRM TRANSPORTATION SERVICE AGREEMENT  
(For Use Under Seller's Rate Schedule MARC I FTS)

THIS AGREEMENT entered into as of the 16th day of November, 2021, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller," and Chesapeake Energy Marketing LLC, hereinafter referred to as "Customer."

WITNESSETH

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities ("MARC I FTS") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be tendered to Seller at the Receipt Point up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point.

3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on operation of Seller's MARC I Facilities or Seller's ability to meet all higher priority obligations.

## ARTICLE II POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.
2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point of Receipt to the Point of Delivery.
3. Seller shall tender to or for the account of Customer, on a firm basis at the Point of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

## ARTICLE III TERM OF AGREEMENT

This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term commencing December 1, 2022 and ending October 31, 2025.

## ARTICLE IV RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule MARC I FTS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, Original Volume No. 1, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:

- (a) Rates and Charges

(b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule MARC I FTS or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement: None.

#### ARTICLE V NOTICE

Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller:	Stagecoach Pipeline & Storage Company LLC 1001 Louisiana Street, Suite 1000 Houston, Texas 77002 Attention: Director of Transportation Services Facsimile: 713-420-6825 Email: <a href="mailto:gina_mabry@kindermorgan.com">gina_mabry@kindermorgan.com</a>
Customer:	Chesapeake Energy Marketing, L.L.C. 6100 N. Western Avenue Oklahoma City, Oklahoma 73118

Attention: Customer Administration  
Email: [contractadmin@chk.com](mailto:contractadmin@chk.com)

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule MARC I FTS and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff, Original Volume No. 1, are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule MARC I FTS or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule MARC I FTS and the GT&C.

ARTICLE VII  
MISCELLANEOUS

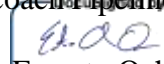
1. This Agreement supersedes and cancels the following contract between the parties hereto effective: N/A.
2. Replacement Customer: N/A.

The offer of release issued by the Releasing Customer is incorporated herein by reference.

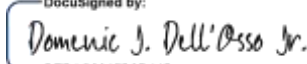
Releasing Customer: N/A.

Released Contract No.: N/A.

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

Stagecoach Pipeline & Storage Company LLC  
By:   
Name: Ernesto Ochoa  
Title: Vice President, Commercial  
11/29/2021

Chesapeake Energy Marketing LLC

DocuSigned by:  
  
Domenic J. Dell'Oso Jr.  
DEC16/2021 09:00 AM

Issued On: November 2, 2022

Effective On: December 1, 2022

**Stagecoach Pipeline & Storage Company LLC**  
FERC NGA Gas Tariff  
Original Volume No. 1

Section 9.2  
Negotiated Rate Service Agreements  
Chesapeake Energy Marketing FTS SP375656  
17.0.0

By: \_\_\_\_\_  
Name: Domenic J. Dell'Osso Jr.  
Title: President, Chief Executive Officer & Chief Financial Officer

Issued On: November 2, 2022

Effective On: December 1, 2022



EXHIBIT "A"

to  
FT Service Agreement between Stagecoach  
Pipeline & Storage Company LLC (Seller)  
and  
Chesapeake Energy Marketing LLC (Customer)  
Dated November 16, 2021

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 100,000 dth

II. POINT OF RECEIPT

ALL 100,421 dth

Includes:

- (a) Tennessee Gas Pipeline (TGP)
- (b) Stagecoach Gas Storage – South Lateral
- (c) Transco
- (d) Any Points of Receipt on the MARC I Hub Line between Transco and TGP.

Customer has up to 100,421 dth of Primary Receipt Point Capacity at each Point of Receipt.

III. POINT OF DELIVERY

ALL 100,000 dth

Includes:

- a. Tennessee Gas Pipeline (TGP)
- b. Stagecoach Gas Storage – South Lateral
- c. Transco

Customer has up to 100,000 dth of Primary Delivery Point Capacity at each Point of Delivery.

In addition, Customer has secondary point capacity rights to any Points of Delivery added to the MARC I Hub Line between Transco and TGP at the rates specified herein.

#### IV. RATES AND CHARGES

##### MARC I Monthly Firm Transportation Reservation Rate

Negotiated Rate: \$3.3471/dth of MDFTQ per Month

Recourse Rate Not Applicable (Initial)

##### MARC I Firm Transportation Commodity Rate

Negotiated Rate: \$\_\_\_\_/dth of MDFTQ per Month

Recourse Rate (Initial)

##### MARC I Firm Transportation Overrun Commodity Rate

Negotiated Rate: \$\_\_\_\_/dth of MDFTQ per Month

Recourse Rate (Initial)

##### Seller's Transportation Use

Negotiated Rate: \$ X \_/dth of MDFTQ per Month

Recourse Rate (Initial)

The rates specified do not cover compression for any receipt of natural gas into the MARC I Hub Line other than at the Tennessee Gas Pipeline, Stagecoach Gas Storage – South Lateral, and Transco Points of Receipt.

#### V. ADDITIONAL CHARGES - pursuant to Section 5 of Rate Schedule MARC I FTS

##### Annual Charge Adjustment (ACA) – Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount

shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with MARC I FTS.

The rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

#### VI.ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:

For MARC I Facilities (if applicable), Seller will bill Customer each Month for Seller's Transportation Use: (i) for electric power used in Seller's operations, a rate of \$0.00/dth of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (ii) for Gas used in Seller's operations, a rate of thirty-two hundredths of one percent (0.32%) of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (iii) for Gas lost or unaccounted for in Seller's operations, a rate of one-tenth of one percent (0.10%) of the Gas scheduled for firm transportation service on Customer's behalf during the preceding Month.

If Customer utilizes their capacity greater than the Maximum Daily Firm Transportation Quantity, any volumes above that number shall be charged standard Tariff Electric Power and Use of \$.026/dth of gas scheduled.

**Stagecoach Pipeline & Storage Company LLC**  
FERC NGA Gas Tariff  
Original Volume No. 1

Section 9.2  
Negotiated Rate Service Agreements  
Chesapeake Energy Marketing FTS SP375656  
17.0.0

Issued On: November 2, 2022

Effective On: December 1, 2022

9.3 CHESAPEAKE ENERGY MARKETING, L.L.C. MARC I FTS-2 SERVICE AGREEMENT

FIRM TRANSPORTATION SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule FTS-2)

THIS AGREEMENT entered into as of the 1 day of December, 2022, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller," and CHESAPEAKE ENERGY MARKETING, L.L.C., hereinafter referred to as "Customer."

WITNESSETH

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities and/or North/South Laterals ("FTS-2") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities and/or North/South Laterals to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point(s) up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point(s).

3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on the operation of Seller's MARC I Facilities and/or North/South Laterals or Seller's ability to meet all existing obligations.

## ARTICLE II POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point(s) of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point(s) of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.
2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point(s) of Receipt to the Point(s) of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point(s) of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point(s) of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

## ARTICLE III TERM OF AGREEMENT

This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term commencing December1, 2022 and ending October31, 2023.

## ARTICLE IV RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FTS-2 and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:

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

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

- 2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FTS-2 or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
- 3. Further Agreement: None

#### ARTICLE V NOTICE

- 1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC  
1001 Louisiana Street, Suite 1000  
Houston, Texas 77002  
Attention: Director of Transportation  
Services Facsimile: 713-420-6825

E-mail: [gina\\_mabry@kindermorgan.com](mailto:gina_mabry@kindermorgan.com)

Customer: CHESAPEAKE ENERGY MARKETING, L.L.C.

6224 N. WESTERN AVE.  
P. O. BOX 18496  
OKLAHOMA CITY, OK 73154

Attention: LISA OWENS  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_


ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule FTS-2 and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule FTS-2 or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FTS-2 and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective: N/A
2. N/A.

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

Stagecoach Pipeline & Storage Company LLC  
By   
Its Vice President Commercial

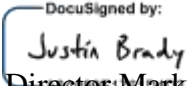
CHESAPEAKE ENERGY MARKETING, L.L.C.  
By   
Its Director Marketing



EXHIBIT "A"

to

Firm Transportation Service Agreement between  
Stagecoach Pipeline & Storage Company LLC (Seller)  
and  
CHESAPEAKE ENERGY MARKETING, L.L.C. (Customer)

Dated December 1, 2022

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 125000 dth

II. . PRIMARY POINT(S) OF RECEIPT

STAGEPS/TGP STA 319 OWEGO BRADFORD 125000 dth MDRQ

III. PRIMARY POINT(S) OF DELIVERY

TRNSCO/STAGEPS LYCOMING 125000 dth MDDQ

IV. RATES AND CHARGES

Seller's maximum recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, including Seller's Transportation Use, as such rates may change with FERC approval from time to time, shall apply to this Agreement unless Seller and Customer agree below to negotiated or discounted rates.

Discounted Rate N/A ; Negotiated Rate X

Right of First Refusal is applicable to discounted or negotiated rate agreement: N/A

Monthly FTS-2 Reservation Rate

MARC I Facilities (only) \$3.1216/dth of MDFTQ

North/South Laterals (only) N/A \$/dth of MDFTQ

MARC I & N/S Laterals N/A \$/dth of MDFTQ

FTS-2 Commodity Rate

MARC I Facilities (only) Tariff Rate \$/dth

North/South Laterals (only) N/A \$/dth

MARC I & N/S Laterals N/A \$/dth

FTS-2 Overrun Commodity Rate

MARC I Facilities (only) Recourse Rate \$/dth  
North/South Laterals (only) N/A \$/dth  
MARC I & N/S Laterals N/A \$/dth

If Customer utilizes their capacity greater than the Maximum Daily Firm Transportation Quantity, any volumes above that number shall be charged standard Tariff Electric Power and Use of \$.026/dth of gas scheduled.

The rates specified do not cover compression for any receipt of natural gas into the MARC I Facilities or North/South Laterals other than at the Tennessee Gas Pipeline, Stagecoach Gas Storage - South Lateral, and Transco Points of Receipt.

Seller's Transportation Use - Negotiated Rate Agreements Only. If Applicable For North/South Laterals (if applicable). Seller will bill Customer each Month for Seller's Use: (i) for electric power used in Seller's operations a rate of \$ /dth of Gas scheduled for service during the preceding month; plus (ii) for Gas lost or unaccounted for in Seller's operations at a rate of percent (\_\_\_%) of the Gas scheduled for service during the preceding Month.

For MARC I Facilities (if applicable), Seller will bill Customer each Month for Seller's Transportation Use: (i) for electric power used in Seller's operations, a rate of \$0.00/dth of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (ii) for Gas used in Seller's operations, a rate of thirty-two hundredths of one percent (0.32%) of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (iii) for Gas lost or unaccounted for in Seller's operations, a rate of one-tenth of one percent (0.10%) of the Gas scheduled for firm transportation service on Customer's behalf during the preceding Month.

Note: The preceding two paragraphs may be replaced if Seller and Customer agree to a different rate mechanism for Seller's Transportation Use.

The rates specified do not cover compression for any receipt of natural gas into the MARC I Facilities or North/South Laterals other than at the TGP, Stagecoach Gas Storage – South Lateral, and Transco Points of Receipt.

#### V.ADDITIONAL CHARGES - pursuant to Section 5.7.5 of Rate Schedule

FTS-2 Annual Charge Adjustment (ACA) – Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the

maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with firm transportation service under this Agreement.

Unless agreed otherwise below, the rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

#### VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:

Pursuant to Section 6.10.1(b) of Seller's FRC Gas Tariff, Customer shall have a right to extend the term of this Agreement with Seller for up to two (2) additional twelve (12) month terms at a reservation rate of \$0.1025. In order to exercise this right, Customer shall notify Seller of its election at least ten (10) months prior to the expiration of the Primary Term and the succeeding term ("**Term Notice**").

9.4 EQUINOR NATURAL GAS LLC FTS-2

FIRM TRANSPORTATION SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule FTS-2)

THIS AGREEMENT entered into as of the 1 day of July, 2023, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller," and EQUINOR NATURAL GAS LLC, hereinafter referred to as "Customer."

WITNESSETH

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities and/or North/South Laterals ("FTS-2") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities and/or North/South Laterals to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point(s) up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point(s).
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on the operation of Seller's MARC I Facilities and/or North/South Laterals or Seller's ability to meet all existing obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point(s) of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point(s) of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.
2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point(s) of Receipt to the Point(s) of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point(s) of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point(s) of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term commencing July 1, 2023 and ending June 30, 2024.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FTS-2 and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:

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

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FTS-2 or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement: None

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC  
1001 Louisiana Street, Suite 1000  
Houston, Texas 77002

Attention: Director of Transportation Services  
Facsimile: 713-420-6825  
E-mail: gina\_mabry@kindermorgan.com

Customer: EQUINOR NATURAL GAS LLC

600 WASHINGTON BLVD 8TH FLOOR  
STAMFORD, CT 06901

Attention: KELLY SHINE  
Facsimile: \_\_\_\_\_  
E-mail: kshin@equinor.com

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule FTS-2 and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule FTS-2 or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FTS-2 and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective:  
None
2. N/A.

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

Stagecoach Pipeline & Storage Company LLC

By \_\_\_\_\_ ERNESTO A OCHOA \_\_\_\_\_

Its \_\_\_\_\_ VP-COMMERCIAL \_\_\_\_\_

EQUINOR NATURAL GAS LLC

By \_\_\_\_\_ Kelly Shine \_\_\_\_\_

Its \_\_\_\_\_ Gas Scheduler \_\_\_\_\_

EXHIBIT "A"  
to  
Firm Transportation Service Agreement between  
Stagecoach Pipeline & Storage Company LLC (Seller)  
and  
EQUINOR NATURAL GAS LLC (Customer)

Dated July 1, 2023

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 115000 dth

II. PRIMARY POINT(S) OF RECEIPT

APPLACHA/STAGEPS CHERRY RD SULLIVAN 115000 dth MDRQ

III. PRIMARY POINT(S) OF DELIVERY

STAGEPS/TGP STA 319 OWEGO BRADFORD 115000 dth MDDQ

IV. RATES AND CHARGES

Seller's maximum recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, including Seller's Transportation Use, as such rates may change with FERC approval from time to time, shall apply to this Agreement unless Seller and Customer agree below to negotiated or discounted rates.

Discounted Rate N/A; Negotiated Rate X

N Right of First Refusal is applicable to discounted or negotiated rate agreement (Y/N)

Monthly FTS-2 Reservation Rate

MARC I Facilities (only) \$0.4374 \$/dth of MDFTQ

North/South Laterals (only) N/A \$/dth of MDFTQ

MARC I & N/S Laterals N/A /dth of MDFTQ

FTS-2 Commodity Rate

MARC I Facilities (only) Minimum Commodity Rate \$/dth

North/South Laterals (only) Max Commodity Rate \$/dth

MARC I & N/S Laterals Max Commodity Rate \$/dth

FTS-2 Overrun Commodity Rate

MARC I Facilities (only) Max Overrun Commodity Rate \$/dth

North/South Laterals (only) Max Overrun Commodity Rate \$/dth

MARC I & N/S Laterals Max Overrun Commodity Rate \$/dth

Seller's Transportation Use - Negotiated Rate Agreements Only.

For North/South Laterals (if applicable), Seller will bill Customer each Month for Seller's Use: (i) for electric power used in Seller's operations a rate of \$ N/A /dth of Gas scheduled for service during the preceding month; plus (ii) for Gas lost or unaccounted for in Seller's operations at a rate of N/A percent (N/A %) of the Gas scheduled for service during the preceding Month.

For MARC I Facilities (if applicable), Seller will bill Customer each Month for Seller's Transportation Use: (i) for electric power used in Seller's operations, a rate of \$0.026/dth of Gas scheduled for firm

transportation service on Customer's behalf during the preceding Month; plus (ii) for Gas used in Seller's operations, a rate of thirty-two hundredths of one percent (0.32%) of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (iii) for Gas lost or unaccounted for in Seller's operations, a rate of one-tenth of one percent (0.10%) of the Gas scheduled for firm transportation service on Customer's behalf during the preceding Month.

Note: The preceding two paragraphs may be replaced if Seller and Customer agree to a different rate mechanism for Seller's Transportation Use.

The rates specified do not cover compression for any receipt of natural gas into the MARC I Facilities or North/South Laterals other than at the TGP, Stagecoach Gas Storage – South Lateral, and Transco Points of Receipt.

V. ADDITIONAL CHARGES - pursuant to Section 5.7.5 of Rate Schedule FTS-2

Annual Charge Adjustment (ACA) – Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with firm transportation service under this Agreement.

Unless agreed otherwise below, the rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF: None



9.5 Chesapeake Energy Marketing, L.L.C. FTS-2 Service Agreement

FIRM TRANSPORTATION SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule FTS-2)

THIS AGREEMENT entered into as of the 1 day of April, 2024, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller," and CHESAPEAKE ENERGY MARKETING, L.L.C., hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities and/or North/South Laterals ("FTS-2") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities and/or North/South Laterals to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point(s) up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point(s).
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on the operation of Seller's MARC I Facilities and/or North/South Laterals or Seller's ability to meet all existing obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point(s) of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point(s) of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.

2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point(s) of Receipt to the Point(s) of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point(s) of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point(s) of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term commencing April 1, 2024 and ending March 31, 2027.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FTS-2 and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FTS-2 or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement: None

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC  
1001 Louisiana Street, Suite 1000  
Houston, Texas 77002  
Attention: Director of Transportation Services  
Facsimile: 713-420-6825  
E-mail: gina\_mabry@kindermorgan.com

Customer: CHESAPEAKE ENERGY MARKETING, L.L.C.  
  
6224 N. WESTERN AVE.  
P. O. BOX 18496  
OKLAHOMA CITY, OK 73154

\_\_\_\_\_  
Attention: Miranda Davis  
Facsimile: \_\_\_\_\_  
E-mail: ContractAdmin@chk.com

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule FTS-2 and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule FTS-2 or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FTS-2 and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective:  
None
2. N/A.

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

Stagecoach Pipeline & Storage Company LLC

By \_\_\_\_\_

Its \_\_\_\_\_

CHESAPEAKE ENERGY MARKETING, L.L.C.

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT "A"  
to  
Firm Transportation Service Agreement between  
Stagecoach Pipeline & Storage Company LLC (Seller)  
and  
CHESAPEAKE ENERGY MARKETING, L.L.C. (Customer)

Dated April 1, 2024

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 50000 dth

II. PRIMARY POINT(S) OF RECEIPT

MILL PL/STAGEPS OWEGO TIOGA 50000 dth MDRQ

III. PRIMARY POINT(S) OF DELIVERY

TRNSCO/STAGEPS LYCOMING 50000 dth MDDQ

IV. RATES AND CHARGES

Seller's maximum recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, including Seller's Transportation Use, as such rates may change with FERC approval from time to time, shall apply to this Agreement unless Seller and Customer agree below to negotiated or discounted rates.

Discounted Rate N/A; Negotiated Rate X

N Right of First Refusal is applicable to discounted or negotiated rate agreement (Y/N)

Monthly FTS-2 Reservation Rate

MARC I Facilities (only)

N/A \$/dth of MDFTQ

North/South Laterals (only)

N/A \$/dth of MDFTQ

MARC I & N/S Laterals

\$3.3458 \$/dth of MDFTQ

FTS-2 Commodity Rate

MARC I Facilities (only)

Max Commodity Rate \$/dth

Issued On: March 28, 2024

Effective On: April 1, 2024

North/South Laterals (only)  
MARC I & N/S Laterals

Max Commodity Rate \$/dth  
Max Commodity Rate \$/dth

FTS-2 Overrun Commodity Rate  
MARC I Facilities (only)  
North/South Laterals (only)  
MARC I & N/S Laterals

Max Overrun Commodity Rate \$/dth  
Max Overrun Commodity Rate \$/dth  
Max Overrun Commodity Rate \$/dth

Seller's Transportation Use - Negotiated Rate Agreements Only.

For North/South Laterals (if applicable), Seller will bill Customer each Month for Seller's Use: (i) for electric power used in Seller's operations a rate of \$0.0438/dth of Gas scheduled for service during the preceding month; plus (ii) for Gas lost or unaccounted for in Seller's operations at a rate of one-tenth of one percent (0.10%) of the Gas scheduled for service during the preceding Month.

For MARC I Facilities (if applicable), Seller will bill Customer each Month for Seller's Transportation Use: (i) for electric power used in Seller's operations, a rate of \$0.026/dth of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (ii) for Gas used in Seller's operations, a rate of thirty-two hundredths of one percent (0.32%) of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (iii) for Gas lost or unaccounted for in Seller's operations, a rate of one-tenth of one percent (0.10%) of the Gas scheduled for firm transportation service on Customer's behalf during the preceding Month.

Note: The preceding two paragraphs may be replaced if Seller and Customer agree to a different rate mechanism for Seller's Transportation Use.

The rates specified do not cover compression for any receipt of natural gas into the MARC I Facilities or North/South Laterals other than at the TGP, Stagecoach Gas Storage – South Lateral, and Transco Points of Receipt.

#### V. ADDITIONAL CHARGES - pursuant to Section 5.7.5 of Rate Schedule FTS-2

Annual Charge Adjustment (ACA) – Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with firm transportation service under this Agreement.

Unless agreed otherwise below, the rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:     None

9.6 Chesapeake Energy Marketing, L.L.C. FTS-2 Service Agreement

FIRM TRANSPORTATION SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule FTS-2)

THIS AGREEMENT entered into as of the 1 day of April, 2024, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller," and CHESAPEAKE ENERGY MARKETING, L.L.C., hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities and/or North/South Laterals ("FTS-2") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities and/or North/South Laterals to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point(s) up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point(s).
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on the operation of Seller's MARC I Facilities and/or North/South Laterals or Seller's ability to meet all existing obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point(s) of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point(s) of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.



2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point(s) of Receipt to the Point(s) of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point(s) of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point(s) of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term commencing April 1, 2024 and ending March 31, 2028.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FTS-2 and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FTS-2 or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement: None

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC  
1001 Louisiana Street, Suite 1000  
Houston, Texas 77002  
Attention: Director of Transportation Services  
Facsimile: 713-420-6825  
E-mail: gina\_mabry@kindermorgan.com

Customer: CHESAPEAKE ENERGY MARKETING, L.L.C.  
  
6224 N. WESTERN AVE.  
P. O. BOX 18496  
OKLAHOMA CITY, OK 73154

\_\_\_\_\_  
Attention: Miranda Davis  
Facsimile: \_\_\_\_\_  
E-mail: ContractAdmin@chk.com

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule FTS-2 and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule FTS-2 or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FTS-2 and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective:  
None
2. N/A.

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

Stagecoach Pipeline & Storage Company LLC

By \_\_\_\_\_

Its \_\_\_\_\_

CHESAPEAKE ENERGY MARKETING, L.L.C.

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT "A"

to  
Firm Transportation Service Agreement between  
Stagecoach Pipeline & Storage Company LLC (Seller)  
and  
CHESAPEAKE ENERGY MARKETING, L.L.C. (Customer)

Dated April 1, 2024

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 150000 dth

II. PRIMARY POINT(S) OF RECEIPT

TRNSCO/STAGEPS LYCOMING 150000 dth MDRQ

III. PRIMARY POINT(S) OF DELIVERY

MILL PL/STAGEPS OWEGO TIOGA 150000 dth MDDQ

IV. RATES AND CHARGES

Seller's maximum recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, including Seller's Transportation Use, as such rates may change with FERC approval from time to time, shall apply to this Agreement unless Seller and Customer agree below to negotiated or discounted rates.

Discounted Rate N/A; Negotiated Rate X

N Right of First Refusal is applicable to discounted or negotiated rate agreement (Y/N)

Monthly FTS-2 Reservation Rate

MARC I Facilities (only)

N/A \$/dth of MDFTQ

North/South Laterals (only)

N/A \$/dth of MDFTQ

MARC I & N/S Laterals

\$3.3458 \$/dth of MDFTQ

FTS-2 Commodity Rate

Issued On: March 28, 2024

Effective On: April 1, 2024

MARC I Facilities (only)	<u>Max Commodity Rate</u> \$/dth
North/South Laterals (only)	<u>Max Commodity Rate</u> \$/dth
MARC I & N/S Laterals	<u>Max Commodity Rate</u> \$/dth

FTS-2 Overrun Commodity Rate	
MARC I Facilities (only)	<u>Max Overrun Commodity Rate</u> \$/dth
North/South Laterals (only)	<u>Max Overrun Commodity Rate</u> \$/dth
MARC I & N/S Laterals	<u>Max Overrun Commodity Rate</u> \$/dth

Seller's Transportation Use - Negotiated Rate Agreements Only.

For North/South Laterals (if applicable), Seller will bill Customer each Month for Seller's Use: (i) for electric power used in Seller's operations a rate of \$0.0438/dth of Gas scheduled for service during the preceding month; plus (ii) for Gas lost or unaccounted for in Seller's operations at a rate of one-tenth of one percent (0.10%) of the Gas scheduled for service during the preceding Month.

For MARC I Facilities (if applicable), Seller will bill Customer each Month for Seller's Transportation Use: (i) for electric power used in Seller's operations, a rate of \$0.026/dth of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (ii) for Gas used in Seller's operations, a rate of thirty-two hundredths of one percent (0.32%) of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (iii) for Gas lost or unaccounted for in Seller's operations, a rate of one-tenth of one percent (0.10%) of the Gas scheduled for firm transportation service on Customer's behalf during the preceding Month.

Note: The preceding two paragraphs may be replaced if Seller and Customer agree to a different rate mechanism for Seller's Transportation Use.

The rates specified do not cover compression for any receipt of natural gas into the MARC I Facilities or North/South Laterals other than at the TGP, Stagecoach Gas Storage – South Lateral, and Transco Points of Receipt.

#### V. ADDITIONAL CHARGES - pursuant to Section 5.7.5 of Rate Schedule FTS-2

##### Annual Charge Adjustment (ACA) – Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with firm transportation service under this Agreement.

Unless agreed otherwise below, the rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:     None

9.7 Chesapeake Energy Marketing, L.L.C. FTS-2 Service Agreement  
FIRM TRANSPORTATION SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule FTS-2)

THIS AGREEMENT entered into as of the 1 day of April, 2024, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller," and CHESAPEAKE ENERGY MARKETING, L.L.C., hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities and/or North/South Laterals ("FTS-2") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities and/or North/South Laterals to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point(s) up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point(s).
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on the operation of Seller's MARC I Facilities and/or North/South Laterals or Seller's ability to meet all existing obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point(s) of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point(s) of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.

2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point(s) of Receipt to the Point(s) of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point(s) of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point(s) of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term commencing April 1, 2024 and ending March 31, 2027.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FTS-2 and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FTS-2 or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement: None



ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC  
1001 Louisiana Street, Suite 1000  
Houston, Texas 77002  
Attention: Director of Transportation Services  
Facsimile: 713-420-6825  
E-mail: gina\_mabry@kindermorgan.com

Customer: CHESAPEAKE ENERGY MARKETING, L.L.C.  
6224 N. WESTERN AVE.  
P. O. BOX 18496  
OKLAHOMA CITY, OK 73154

\_\_\_\_\_  
Attention: Miranda Davis  
Facsimile: \_\_\_\_\_  
E-mail: ContractAdmin@chk.com

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule FTS-2 and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule FTS-2 or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FTS-2 and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective:  
None
2. N/A.

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

Stagecoach Pipeline & Storage Company LLC

By \_\_\_\_\_

Its \_\_\_\_\_

CHESAPEAKE ENERGY MARKETING, L.L.C.

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT "A"  
to  
Firm Transportation Service Agreement between  
Stagecoach Pipeline & Storage Company LLC (Seller)  
and  
CHESAPEAKE ENERGY MARKETING, L.L.C. (Customer)

Dated April 1, 2024

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 150000 dth

II. PRIMARY POINT(S) OF RECEIPT

STAGEPS/TGP STA 319 OWEGO BRADFORD 150000 dth MDRQ

III. PRIMARY POINT(S) OF DELIVERY

TRNSCO/STAGEPS LYCOMING 150000 dth MDDQ

IV. RATES AND CHARGES

Seller's maximum recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, including Seller's Transportation Use, as such rates may change with FERC approval from time to time, shall apply to this Agreement unless Seller and Customer agree below to negotiated or discounted rates.

Discounted Rate N/A; Negotiated Rate X  
N Right of First Refusal is applicable to discounted or negotiated rate agreement (Y/N)

Monthly FTS-2 Reservation Rate

MARC I Facilities (only)	\$3.3458	\$/dth of MDFTQ
North/South Laterals (only)	N/A	\$/dth of MDFTQ
MARC I & N/S Laterals	N/A	\$/dth of MDFTQ

FTS-2 Commodity Rate

MARC I Facilities (only)	Max Commodity Rate	\$/dth
North/South Laterals (only)	Max Commodity Rate	\$/dth
MARC I & N/S Laterals	Max Commodity Rate	\$/dth

FTS-2 Overrun Commodity Rate

MARC I Facilities (only)	Max Overrun Commodity Rate	\$/dth
North/South Laterals (only)	Max Overrun Commodity Rate	\$/dth
MARC I & N/S Laterals	Max Overrun Commodity Rate	\$/dth

Seller's Transportation Use - Negotiated Rate Agreements Only.

For North/South Laterals (if applicable), Seller will bill Customer each Month for Seller's Use: (i) for electric power used in Seller's operations a rate of \$ N/A /dth of Gas scheduled for service during the preceding month; plus (ii) for Gas lost or unaccounted for in Seller's operations at a rate of N/A percent (N/A %) of the Gas scheduled for service during the preceding Month.

For MARC I Facilities (if applicable), Seller will bill Customer each Month for Seller's Transportation Use: (i) for electric power used in Seller's operations, a rate of \$0.026/dth of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (ii) for Gas used in Seller's operations, a rate of thirty-two hundredths of one percent (0.32%) of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (iii) for Gas lost or unaccounted for in Seller's operations, a rate of one-tenth of one percent (0.10%) of the Gas scheduled for firm transportation service on Customer's behalf during the preceding Month.

Note: The preceding two paragraphs may be replaced if Seller and Customer agree to a different rate mechanism for Seller's Transportation Use.

The rates specified do not cover compression for any receipt of natural gas into the MARC I Facilities or North/South Laterals other than at the TGP, Stagecoach Gas Storage – South Lateral, and Transco Points of Receipt.

V. ADDITIONAL CHARGES - pursuant to Section 5.7.5 of Rate Schedule FTS-2

Annual Charge Adjustment (ACA) – Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with firm transportation service under this Agreement.

Unless agreed otherwise below, the rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:     None

9.8 MORGAN STANLEY CAPITAL GROUP INC. FTS-2 SERVICE AGREEMENT

FIRM TRANSPORTATION SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule FTS-2)

THIS AGREEMENT entered into as of the 17<sup>th</sup> day of September, 2019, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller," and Morgan Stanley Capital Group Inc., a Delaware corporation, hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I facilities and/or North/South Laterals ("FTS-2") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities and/or North/South laterals to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be tendered to Seller at the Receipt Point(s) up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point(s).
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on the operation of Seller's MARC I Facilities and/or North/South Laterals or Seller's ability to meet all existing obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable,

- at the Point(s) of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point(s) of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.
2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point(s) of Receipt to the Point(s) of Delivery.
  3. Seller shall tender to or for the account of Customer, on a firm basis at the Point(s) of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point(s) of Receipt.
  4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III  
TERM OF AGREEMENT

This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term commencing November 1, 2019 and ending December 31, 2023.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FTS-2 and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FTS-2 or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as

amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.

3. Further Agreement: None.

ARTICLE V  
NOTICE

Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC  
811 Main Street, Suite 3400  
Houston, TX 77002  
Attention: Commercial-Natural Gas  
Facsimile: 832-519-2250

CUSTOMER: Morgan Stanley Capital Group Inc.

NOTICES: 1585 Broadway, 3<sup>rd</sup> Floor  
New York, New York 10036  
Attention: Manager, Nat Gas Ops  
Facsimile: 212-507-3758  
Email: natgas\_schedulers@morganstanley.com

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule FTS-2 and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule FTS-2 or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FTS-2 and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective:  
N/A.



2. Replacement Customer: N/A. The offer of release issued by the Releasing Customer is incorporated herein by reference.

Releasing Customer: N/A.

Released Contract No.: N/A.

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

Company LLC

Stagecoach Pipeline & Storage

By:

\_\_\_\_\_

Name: Wes Deskin

Title: Senior Director

Inc.

Morgan Stanley Capital Group

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

November 2, 2023

STEVEN ZANON  
MORGAN STANLEY CAPITAL GROUP INC.  
2000 WESTCHESTER AVENUE

PURCHASE, NY 10577

RE: Amendment No. 1 to  
Firm Transportation Service Agreement

Dated October 15, 2019

Service Package No. FT2-MSCG-005

Dear Steven Zanon:

Stagecoach Pipeline & Storage Company LLC (“Seller”) and Morgan Stanley Capital Group Inc. (“Customer”) hereby agree to amend the above-referenced agreement (the “Agreement”), effective as of January 1, 2024, to (i) provide that the agreement shall remain in effect until October 31, 2025, and, in connection therewith, to amend Article III of the Agreement to replace the reference to “December 31, 2023” with a reference to “October 31, 2025”, and (ii) to replace Exhibit “A” to the Agreement with the revised Exhibit “A” that is attached hereto.

Except as amended herein, all terms and provisions of the Agreement shall remain in full force and effect as written.

If the foregoing is in accordance with your understanding of our agreement, please so indicate by electronically executing this amendment in the space provided below.

Should you have any questions, please do not hesitate to contact me at 713-420-6280.

Best regards,

KATHERINE MANGANELLI

Sr. Account Representative  
Transportation Services

MORGAN STANLEY CAPITAL GROUP INC.

Date: November 2, 2023

Page: 2

Contract number: FT2-MSCG-005

Amendment number: 1

Amendment effective date: January 1, 2024

Stagecoach Pipeline & Storage Company LLC

BY: \_\_\_\_\_

Agent and Attorney-in-Fact

MORGAN STANLEY CAPITAL GROUP INC.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

EXHIBIT "A"  
to  
Firm Transportation Service Agreement between  
Stagecoach Pipeline & Storage Company LLC (Seller)  
and  
MORGAN STANLEY CAPITAL GROUP INC. (Customer)

Dated January 1, 2024

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 40000 dth

II. PRIMARY POINT(S) OF RECEIPT

TRNSCO/STAGEPS LYCOMING 40000 dth MDRQ

III. PRIMARY POINT(S) OF DELIVERY

MILL PL/STAGEPS OWEGO TIOGA 40000 dth MDDQ

IV. RATES AND CHARGES

Seller's maximum recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, including Seller's Transportation Use, as such rates may change with FERC approval from time to time, shall apply to this Agreement unless Seller and Customer agree below to negotiated or discounted rates.

Discounted Rate \_\_\_\_\_; Negotiated Rate   X  

Right of First Refusal is applicable to discounted or negotiated rate agreement (N)

Monthly FTS-2 Reservation Rate

MARC I Facilities (only)   n/a   \$/dth of MDFTQ

North/South Laterals (only)   n/a   \$/dth of MDFTQ

MARC I & N/S Laterals  \$1.977  \$/dth of MDFTQ

FTS-2 Commodity Rate

MARC I Facilities (only) Max Commodity \$/dth

North/South Laterals (only) Max Commodity \$/dth

MARC I & N/S Laterals Max Commodity \$/dth

FTS-2 Overrun Commodity Rate

MARC I Facilities (only) Max Commodity \$/dth

North/South Laterals (only) Max Commodity \$/dth

MARC I & N/S Laterals Max Commodity \$/dth

Seller's Transportation Use - Negotiated Rate Agreements Only.

For North/South Laterals (if applicable), Seller will bill Customer each Month for Seller's Use: (i) for electric power used in Seller's operations a rate of [see Negotiated Transportation Use below]/dth of Gas scheduled for service during the preceding month; plus (ii) for Gas lost or unaccounted for in Seller's operations at a rate of one tenth of one percent (0.1%) of the Gas scheduled for service during the preceding Month.

For MARC I Facilities (if applicable), Seller will bill Customer each Month for Seller's Transportation Use: (i) for electric power used in Seller's operations, a rate of \$ [see Negotiated Transportation Use below] /dth of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (ii) for Gas used in Seller's operations, a rate of thirty-two hundredths of one percent

(0.32%) of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (iii) for Gas lost or unaccounted for in Seller's operations, a rate of one tenth of one percent (0.1%) of the Gas scheduled for firm transportation service on Customer's behalf during the preceding Month.

Note: The preceding two paragraphs may be replaced if Seller and Customer agree to a different rate mechanism for Seller's Transportation Use.

#### Negotiated Transportation Use

Seller and Customer hereby agree that, in lieu of the Transportation Use charge for electric power used in Seller's operations set forth in Seller's FERC Gas Tariff for service under Rate Schedule FTS-2 on the Marc I and N/S Laterals, Customer shall instead pay a Transportation Use charge equal to \$0.0309 per Dth.

With the sole exception of the foregoing, the Parties acknowledge and agree that Customer shall pay all other components of the Transportation Use charge as set forth in Seller's FERC Gas Tariff for service under Rate Schedule FTS-2 on the Marc I and N/S Laterals.

The rates specified do not cover compression for any receipt of natural gas into the MARC I Facilities or North/South Laterals other than at the TGP, Stagecoach Gas Storage – South Lateral, and Transco Points of Receipt.

#### V. ADDITIONAL CHARGES - pursuant to Section 5.7.5 of Rate Schedule FTS-2

##### Annual Charge Adjustment (ACA) – Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with firm transportation service under this Agreement.

Unless agreed otherwise below, the rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:     None

Reserved for Future Use

9.10 NATIONAL FUEL GAS DISTRIBUTION CORPORATION FTS-2 SERVICE AGREEMENT

FIRM TRANSPORTATION SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule FTS-2)

THIS AGREEMENT entered into as of the 30th day of June, 2020, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller," and National Fuel Gas Distribution Corporation, hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I facilities and/or North/South Laterals ("FTS-2") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities and/or North/South laterals to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be tendered to Seller at the Receipt Point(s) up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point(s).
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on the operation of Seller's MARC I Facilities and/or North/South Laterals or Seller's ability to meet all existing obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point(s) of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point(s) of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.
2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point(s) of Receipt to the Point(s) of Delivery.
3. Seller shall tender to or for the account of Customer, on a firm basis at the Point(s) of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point(s) of Receipt.



4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III  
TERM OF AGREEMENT

This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term commencing November 1, 2020 and ending October 31, 2023.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FTS-2 and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FTS-2 or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement: None.

ARTICLE V  
NOTICE

Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC  
811 Main Street, Suite 3400  
Houston, TX 77002  
Attention: Commercial-Natural Gas (Wes Deskin)  
Facsimile: 832-519-2250  
Email: wes.deskin@crestwoodlp.com

Customer: National Fuel Gas Distribution Corporation  
6363 Main Street  
Williamsville, New York 14221  
Attention: Gas Supply Administration  
Facsimile: 716-857-7823

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule FTS-2 and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule FTS-2 or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FTS-2 and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective: N/A.
2. Replacement Customer: N/A. The offer of release issued by the Releasing Customer is incorporated herein by reference.

Releasing Customer: N/A.

Released Contract No.: N/A.

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

Stagecoach Pipeline & Storage Company LLC  
By: \_\_\_\_\_  
Name:  
Title:

National Fuel Gas Distribution Corporation  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Stagecoach Pipeline & Storage Company LLC**  
FERC NGA Gas Tariff  
Original Volume No. 1

Section 9.10  
Negotiated Rate Service Agreements  
National Fuel Gas Distribution Corporation FTS-2  
16.0.0

Date: March 21, 2023

Mike Reville  
NATIONAL FUEL GAS  
DISTRIBUTION CORPORATION  
6363 MAIN STREET  
WILLIAMSVILLE, NY 14221

RE: Amendment No. 1 to

Firm Transportation Service Agreement

Dated June 30, 2020

Service Package No. FT2-NFG-0001

Dear Mike Reville:

STAGECOACH PIPELINE & STORAGE COMPANY LLC and NATIONAL FUEL GAS DISTRIBUTION CORPORATION hereby agree to amend the agreement referenced above (the "Agreement"), effective as of November 1, 2023, to (a) extend the Primary Term of the Agreement through October 31, 2024; and (b) replace Exhibit "A" to the Agreement with the updated Exhibit "A" that is attached hereto.

Except as amended herein, all terms and provisions of the Agreement shall remain in full force and effect as written.

If the foregoing is in accordance with your understanding of our agreement, please so indicate by electronically executing this amendment in the space provided below.

Should you have any questions, please do not hesitate to contact me at 713-369-9871.

Best regards,

NATARSUA N. PLAYER

Sr. Account Representative  
Transportation Services

Issued On: October 30, 2023

Effective On: November 1, 2023

Dated: March 21, 2023

NATIONAL FUEL GAS DISTRIBUTION CORPORATION

Date: March 21, 2023

Page 2

Contract number: FT2-NFG-0001

Amendment number: 1

Amendment effective date: November 1, 2023

STAGECOACH PIPELINE & STORAGE COMPANY LLC

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

Name: \_\_\_\_\_

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

NATIONAL FUEL GAS DISTRIBUTION CORPORATION

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

Name: \_\_\_\_\_

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

Service Package Number:FT2-NFG-0001

EXHIBIT "A"  
to  
Firm Transportation Service Agreement between  
Stagecoach Pipeline & Storage Company LLC (Seller)  
and  
National Fuel Gas Distribution Corporation (Customer)  
Dated November 1, 2023

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 15,000 dth

II. PRIMARY POINT(S) OF RECEIPT

TRNSCO/STAGEPS LYCOMING 15,000 dth MDRQ

III. PRIMARY POINT(S) OF DELIVERY

MILL PL/STAGEPS OWEGO TIOGA 15,000 dth MDRQ

IV. RATES AND CHARGES

Seller's maximum recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, including Seller's Transportation Use, as such rates may change with FERC approval from time to time, shall apply to this Agreement unless Seller and Customer agree below to negotiated or discounted rates.

Discounted Rate N/A; Negotiated Rate X

X Right of First Refusal is applicable to discounted or negotiated rate agreement.

Monthly FTS-2 Reservation Rate

MARC I Facilities (only)	<u>N/A</u> \$/dth of MDFTQ
North/South Laterals (only)	<u>N/A</u> \$/dth of MDFTQ
MARC I & N/S Laterals	<u>\$2.43334</u> /dth of MDFTQ

FTS-2 Commodity Rate

MARC I Facilities (only)	<u>Max Commodity</u> \$/dth
North/South Laterals (only)	<u>Max Commodity</u> \$/dth
MARC I & N/S Laterals	<u>Max Commodity</u> \$/dth

FTS 2 Overrun Commodity Rate

MARC I Facilities (only)	<u>Max Commodity</u> \$/dth
North/South Laterals (only)	<u>Max Commodity</u> \$/dth
MARC I & N/S Laterals	<u>Max Commodity</u> \$/dth

Service Package Number:FT2-NFG-0001

Seller's Transportation Use - Negotiated Rate Agreements Only.

See Item VI.A. below.

The rates specified do not cover compression for any receipt of natural gas into the MARC I Facilities or North/South Laterals other than at the Tennessee Gas Pipeline, Stagecoach Gas Storage - South Lateral, and Transco Points of Receipt.

V. ADDITIONAL CHARGES - pursuant to Section 5.7.5 of Rate Schedule FTS-2

Annual Charge Adjustment (ACA) - Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with firm transportation service under this Agreement.

Unless agreed otherwise below, the rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:

A. Negotiated Transportation Use

Seller and Customer hereby agree that, in lieu of the Transportation Use charge for electric power used in Seller's operations set forth in Seller's FERC Gas Tariff for service under Rate Schedule FTS-2 on the Marc I and N/S Laterals, whether used individually or combination, Customer shall instead pay a Transportation Use charge such that, when such charge is combined with the commodity rate, the total shall not exceed \$0.03 per dth.

Seller and Customer hereby agree that, in lieu of the Transportation Use charge(s) for Gas lost or unaccounted for in Seller's operations set forth in Seller's FERC Gas Tariff for service under Rate Schedule FTS-2 on the Marc I and N/S Laterals, whether used individually or combination, Customer shall instead pay a single rate of 0.1% of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month.

With the sole exception of the foregoing, the parties acknowledge and agree that Customer shall pay all other components of the Transportation Use charge as set forth in Seller's FERC Gas Tariff for service under Rate Schedule FTS-2 on the Marc I and N/S Laterals.

Service Package Number:FT2-NFG-0001

**B. Right of Extension**

Customer shall have a right to extend the term of this Agreement with Seller for up to two additional one-year extension terms at a reservation rate of \$2.43334/dth of MDFTQ. If extended, the contract will have a Primary Point of Receipt at Transco Leidy and a Primary Point of Delivery at Millennium. Additionally, the extension will continue with the Negotiated Transportation Use as discussed in Section VI.A above.

In order to exercise this right to extend, Customer shall notify Seller of its election by: April 1, 2024, for the first extension; and April 1, 2025, for the second extension. To the extent Customer exercises any of the foregoing extension rights, the extension rate of \$2.43334/dth of MDFTQ shall be effective beginning November 1, 2024 and continue thereafter until the end of the last extension term exercised by Customer hereunder.

**FIRM TRANSPORTATION SERVICE AGREEMENT**

(For Use Under Seller's Rate Schedule FTS-2)

THIS AGREEMENT entered into as of the 1 day of January, 2024, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller," and CASTLETON COMMODITIES MERCHANT TRADING L.P., hereinafter referred to as "Customer."

**W I T N E S S E T H**

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities and/or North/South Laterals ("FTS-2") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities and/or North/South Laterals to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

**ARTICLE I**

**TRANSPORTATION SERVICE**

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point(s) up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point(s).
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on the operation of Seller's MARC I Facilities and/or North/South Laterals or Seller's ability to meet all existing obligations.

**ARTICLE II**

**POINTS OF RECEIPT/DELIVERY**

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point(s) of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point(s) of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.
2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point(s) of Receipt to the Point(s) of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point(s) of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point(s) of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.



ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term commencing January 1, 2024 and ending December 31, 2024.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FTS-2 and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:

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

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FTS-2 or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement: None

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC  
1001 Louisiana Street, Suite 1000  
Houston, Texas 77002

Attention: Director of Transportation Services  
Facsimile: 713-420-6825  
E-mail: gina\_mabry@kindermorgan.com

Customer: CASTLETON COMMODITIES MERCHANT TRADING L.P.  
2200 ATLANTIC STREET  
SUITE 800  
STAMFORD, CT 06902

\_\_\_\_\_  
Attention: STEPHEN PRESCOTT

Facsimile: \_\_\_\_\_

E-mail: stephen.prescott@ldhenergy.com

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule FTS-2 and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule FTS-2 or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FTS-2 and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective:

None

2. N/A.

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

Stagecoach Pipeline & Storage Company LLC

By \_\_\_\_\_

Its \_\_\_\_\_

CASTLETON COMMODITIES MERCHANT  
TRADING L.P.

By \_\_\_\_\_

Its \_\_\_\_\_

**Stagecoach Pipeline & Storage Company LLC**

FERC NGA Gas Tariff

Original Volume No. 1

Section 9.11

Negotiated Rate Service Agreements

Castleton Commodities Merchant Trading - 390928-FTS2SPSC

2.0.0

**EXHIBIT "A"**

to

Firm Transportation Service Agreement between  
 Stagecoach Pipeline & Storage Company LLC (Seller)  
 and

CASTLETON COMMODITIES MERCHANT TRADING L.P. (Customer)

Dated January 1, 2024

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 35000 dth

II. PRIMARY POINT(S) OF RECEIPT

TRNSCO/STAGEPS LYCOMING 35000 dth MDRQ

III. PRIMARY POINT(S) OF DELIVERY

MARCELLUS HUB 35000 dth MDDQ

**IV. RATES AND CHARGES**

Seller's maximum recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, including Seller's Transportation Use, as such rates may change with FERC approval from time to time, shall apply to this Agreement unless Seller and Customer agree below to negotiated or discounted rates.

Discounted Rate N/A; Negotiated Rate XN Right of First Refusal is applicable to discounted or negotiated rate agreement (Y/N)**Monthly FTS-2 Reservation Rate**MARC I Facilities (only) N/A \$/dth of MDFTQNorth/South Laterals (only) N/A \$/dth of MDFTQMARC I & N/S Laterals \$7.625 \$/dth of MDFTQ**FTS-2 Commodity Rate**MARC I Facilities (only) Max Commodity Rate \$/dthNorth/South Laterals (only) Max Commodity Rate \$/dthMARC I & N/S Laterals Max Commodity Rate \$/dth**FTS-2 Overrun Commodity Rate**MARC I Facilities (only) Max Overrun Commodity Rate \$/dthNorth/South Laterals (only) Max Overrun Commodity Rate \$/dthMARC I & N/S Laterals Max Overrun Commodity Rate \$/dth

Seller's Transportation Use - Negotiated Rate Agreements Only.

Issued On: December 27, 2023

Effective On: January 1, 2024

For North/South Laterals (if applicable), Seller will bill Customer each Month for Seller's Use: (i) for electric power used in Seller's operations a rate of \$0.0438/dth of Gas scheduled for service during the preceding month; plus (ii) for Gas lost or unaccounted for in Seller's operations at a rate of one-tenth of one percent (0.10%) of the Gas scheduled for service during the preceding Month.

For MARC I Facilities (if applicable), Seller will bill Customer each Month for Seller's Transportation Use: (i) for electric power used in Seller's operations, a rate of \$0.026/dth of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (ii) for Gas used in Seller's operations, a rate of thirty-two hundredths of one percent (0.32%) of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (iii) for Gas lost or unaccounted for in Seller's operations, a rate of one-tenth of one percent (0.10%) of the Gas scheduled for firm transportation service on Customer's behalf during the preceding Month.

If Customer utilizes their capacity greater than the Maximum Daily Firm Transportation Quantity, any volumes above that Number shall be charged standard Tariff Electric Power and Use of \$.026/dth of gas scheduled.

Note: The preceding two paragraphs may be replaced if Seller and Customer agree to a different rate mechanism for Seller's Transportation Use.

The rates specified do not cover compression for any receipt of natural gas into the MARC I Facilities or North/South Lateral other than at the TGP, Stagecoach Gas Storage – South Lateral, and Transco Points of Receipt.

#### V. ADDITIONAL CHARGES - pursuant to Section 5.7.5 of Rate Schedule FTS-2

Annual Charge Adjustment (ACA) – Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with firm transportation service under this Agreement.

Unless agreed otherwise below, the rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF: None

9.12 Chesapeake Energy Marketing, L.L.C. FTS-2 Service Agreement

FIRM TRANSPORTATION SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule FTS-2)

THIS AGREEMENT entered into as of the 1 day of April, 2024, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller," and CHESAPEAKE ENERGY MARKETING, L.L.C., hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities and/or North/South Laterals ("FTS-2") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities and/or North/South Laterals to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point(s) up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point(s).
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on the operation of Seller's MARC I Facilities and/or North/South Laterals or Seller's ability to meet all existing obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point(s) of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point(s) of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.

2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point(s) of Receipt to the Point(s) of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point(s) of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point(s) of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term commencing April 1, 2024 and ending March 31, 2028.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FTS-2 and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FTS-2 or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement: None

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC  
1001 Louisiana Street, Suite 1000  
Houston, Texas 77002  
Attention: Director of Transportation Services  
Facsimile: 713-420-6825  
E-mail: gina\_mabry@kindermorgan.com

Customer: CHESAPEAKE ENERGY MARKETING, L.L.C.  
  
6224 N. WESTERN AVE.  
P. O. BOX 18496  
OKLAHOMA CITY, OK 73154  
  
Attention: Miranda Davis  
Facsimile: \_\_\_\_\_  
E-mail: ContractAdmin@chk.com

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule FTS-2 and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule FTS-2 or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FTS-2 and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective:  
None
2. N/A.

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

Stagecoach Pipeline & Storage Company LLC

By \_\_\_\_\_

Its \_\_\_\_\_

CHESAPEAKE ENERGY MARKETING, L.L.C.

By \_\_\_\_\_

Its \_\_\_\_\_



EXHIBIT "A"

to  
Firm Transportation Service Agreement between  
Stagecoach Pipeline & Storage Company LLC (Seller)  
and  
CHESAPEAKE ENERGY MARKETING, L.L.C. (Customer)

Dated April 1, 2024

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 50000 dth

II. PRIMARY POINT(S) OF RECEIPT

HEP PA/STAGEPS BRADFORD 50000 dth MDRQ

III. PRIMARY POINT(S) OF DELIVERY

TRNSCO/STAGEPS LYCOMING 50000 dth MDDQ

IV. RATES AND CHARGES

Seller's maximum recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, including Seller's Transportation Use, as such rates may change with FERC approval from time to time, shall apply to this Agreement unless Seller and Customer agree below to negotiated or discounted rates.

Discounted Rate N/A; Negotiated Rate X  
N Right of First Refusal is applicable to discounted or negotiated rate agreement (Y/N)

Monthly FTS-2 Reservation Rate	
MARC I Facilities (only)	<u>N/A</u> \$/dth of MDFTQ
North/South Laterals (only)	<u>N/A</u> \$/dth of MDFTQ
MARC I & N/S Laterals	<u>\$3.3458</u> \$/dth of MDFTQ

FTS-2 Commodity Rate	
MARC I Facilities (only)	Max Commodity Rate \$/dth
North/South Laterals (only)	Max Commodity Rate \$/dth
MARC I & N/S Laterals	Max Commodity Rate \$/dth

FTS-2 Overrun Commodity Rate

MARC I Facilities (only)  
North/South Laterals (only)  
MARC I & N/S Laterals

Max Oerrun Commodity Rate \$/dth  
Max Oerrun Commodity Rate \$/dth  
Max Oerrun Commodity Rate \$/dth

Seller's Transportation Use - Negotiated Rate Agreements Only.

For North/South Laterals (if applicable), Seller will bill Customer each Month for Seller's Use: (i) for electric power used in Seller's operations a rate of \$0.0438/dth of Gas scheduled for service during the preceding month; plus (ii) for Gas lost or unaccounted for in Seller's operations at a rate of one-tenth of one percent (0.10%) of the Gas scheduled for service during the preceding Month.

For MARC I Facilities (if applicable), Seller will bill Customer each Month for Seller's Transportation Use: (i) for electric power used in Seller's operations, a rate of \$0.026/dth of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (ii) for Gas used in Seller's operations, a rate of thirty-two hundredths of one percent (0.32%) of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (iii) for Gas lost or unaccounted for in Seller's operations, a rate of one-tenth of one percent (0.10%) of the Gas scheduled for firm transportation service on Customer's behalf during the preceding Month.

The rates specified do not cover compression for any receipt of natural gas into the MARC I Facilities or North/South Laterals other than at the TGP, Stagecoach Gas Storage – South Lateral, and Transco Points of Receipt.

#### V. ADDITIONAL CHARGES - pursuant to Section 5.7.5 of Rate Schedule FTS-2

Annual Charge Adjustment (ACA) – Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with firm transportation service under this Agreement.

Unless agreed otherwise below, the rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented

capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:     None

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

9.15 Equinor Natural Gas LLC FTS-2 Service Agreement

FIRM TRANSPORTATION SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule FTS-2)

THIS AGREEMENT entered into as of the 1 day of April, 2025, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller," and EQUINOR NATURAL GAS LLC, hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities and/or North/South Laterals ("FTS-2") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities and/or North/South Laterals to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point(s) up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point(s).
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on the operation of Seller's MARC I Facilities and/or North/South Laterals or Seller's ability to meet all existing obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point(s) of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point(s) of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.
2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point(s) of Receipt to the Point(s) of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point(s) of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point(s) of Receipt.

4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term commencing April 1, 2025 and ending October 31, 2025.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FTS-2 and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:

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

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FTS-2 or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement: None

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC  
1001 Louisiana Street, Suite 1000  
Houston, Texas 77002  
Attention: Director of Transportation Services  
Facsimile: 713-420-6825  
E-mail: gina\_mabry@kindermorgan.com

Customer: EQUINOR NATURAL GAS LLC  
600 WASHINGTON BLVD 8TH FLOOR  
STAMFORD, CT 06901  
Attention: KELLY SHINE  
E-mail: [kshin@equinor.com](mailto:kshin@equinor.com)

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule FTS-2 and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule FTS-2 or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FTS-2 and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective:  
None
2. N/A.

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

Stagecoach Pipeline & Storage Company LLC

By \_\_\_\_\_

Its \_\_\_\_\_

EQUINOR NATURAL GAS LLC

By \_\_\_\_\_

Its \_\_\_\_\_



EXHIBIT "A"  
to  
Firm Transportation Service Agreement between  
Stagecoach Pipeline & Storage Company LLC (Seller)  
and  
EQUINOR NATURAL GAS LLC (Customer)

Dated April 1, 2025

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 60000 dth

II. PRIMARY POINT(S) OF RECEIPT

STAGEPS/TGP STA 319 OWEGO BRADFORD 60000 dth MDRQ

III. PRIMARY POINT(S) OF DELIVERY

TRNSCO/STAGEPS L 60000 dth MDDQ

IV. RATES AND CHARGES

Seller's maximum recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, including Seller's Transportation Use, as such rates may change with FERC approval from time to time, shall apply to this Agreement unless Seller and Customer agree below to negotiated or discounted rates.

Discounted Rate N/A; Negotiated Rate X  
N Right of First Refusal is applicable to discounted or negotiated rate agreement (Y/N)

Monthly FTS-2 Reservation Rate

MARC I Facilities (only)	<u>\$3.3458</u> /dth of MDFTQ
North/South Laterals (only)	<u>N/A</u> \$/dth of MDFTQ
MARC I & N/S Laterals	<u>N/A</u> \$/dth of MDFTQ

FTS-2 Commodity Rate

MARC I Facilities (only)	<u>Max Commodity \$/dth</u>
North/South Laterals (only)	<u>Max Commodity \$/dth</u>
MARC I & N/S Laterals	<u>Max Commodity \$/dth</u>

FTS-2 Overrun Commodity Rate

MARC I Facilities (only)	<u>Max Overrun Commodity \$/dth</u>
North/South Laterals (only)	<u>Max Overrun Commodity \$/dth</u>
MARC I & N/S Laterals	<u>Max Overrun Commodity \$/dth</u>

Seller's Transportation Use - Negotiated Rate Agreements Only.

For North/South Laterals (if applicable), Seller will bill Customer each Month for Seller's Use: (i) for electric power used in Seller's operations a rate of N/A/dth of Gas scheduled for service during the preceding month; plus (ii) for Gas lost or unaccounted for in Seller's operations at a rate of N/A percent (N/A%) of the Gas scheduled for service during the preceding Month.

For MARC I Facilities (if applicable), Seller will bill Customer each Month for Seller's Transportation Use: (i) for electric power used in Seller's operations, a rate of \$0.026/dth of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (ii) for Gas used in Seller's operations, a rate of thirty-two hundredths of one percent (0.32%) of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (iii) for Gas lost or unaccounted for in Seller's operations, a rate of one-tenth of one percent (0.10%) of the Gas scheduled for firm transportation service on Customer's behalf during the preceding Month.

Note: The preceding two paragraphs may be replaced if Seller and Customer agree to a different rate mechanism for Seller's Transportation Use.

The rates specified do not cover compression for any receipt of natural gas into the MARC I Facilities or North/South Laterals other than at the TGP, Stagecoach Gas Storage – South Lateral, and Transco Points of Receipt.

V. ADDITIONAL CHARGES - pursuant to Section 5.7.5 of Rate Schedule FTS-2

Annual Charge Adjustment (ACA) – Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with firm transportation service under this Agreement.

Unless agreed otherwise below, the rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF: None

9.16 Equinor Natural Gas LLC FTS-2 Service Agreement

FIRM TRANSPORTATION SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule FTS-2)

THIS AGREEMENT entered into as of the 1 day of April, 2025, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller," and EQUINOR NATURAL GAS LLC, hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities and/or North/South Laterals ("FTS-2") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities and/or North/South Laterals to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point(s) up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point(s).
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on the operation of Seller's MARC I Facilities and/or North/South Laterals or Seller's ability to meet all existing obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point(s) of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point(s) of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.
2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point(s) of Receipt to the Point(s) of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point(s) of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point(s) of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III  
TERM OF AGREEMENT

Issued On: March 26, 2025

Effective On: April 1, 2025

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term commencing April 1, 2025 and ending October 31, 2025.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FTS-2 and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FTS-2 or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement: None

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC  
1001 Louisiana Street, Suite 1000  
Houston, Texas 77002  
Attention: Director of Transportation Services  
Facsimile: 713-420-6825  
E-mail: gina\_mabry@kindermorgan.com

Customer: EQUINOR NATURAL GAS LLC  
600 WASHINGTON BLVD 8TH FLOOR  
STAMFORD, CT 06901  
Attention: KELLY SHINE  
E-mail: kshin@equinor.com

ARTICLE VI

INCORPORATION BY REFERENCE

The provisions of Rate Schedule FTS-2 and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule FTS-2 or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FTS-2 and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective:  
None
2. N/A.

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

Stagecoach Pipeline & Storage Company LLC

By \_\_\_\_\_

Its \_\_\_\_\_

EQUINOR NATURAL GAS LLC

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT "A"  
to  
Firm Transportation Service Agreement between  
Stagecoach Pipeline & Storage Company LLC (Seller)  
and  
EQUINOR NATURAL GAS LLC (Customer)

Dated April 1, 2025

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 31200 dth

II. PRIMARY POINT(S) OF RECEIPT

MILL PL/STAGEPS OWEGO TIOGA 31200 dth MDRQ

III. PRIMARY POINT(S) OF DELIVERY

TRNSCO/STAGEPS L 31200 dth MDDQ

IV. RATES AND CHARGES

Seller's maximum recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, including Seller's Transportation Use, as such rates may change with FERC approval from time to time, shall apply to this Agreement unless Seller and Customer agree below to negotiated or discounted rates.

Discounted Rate N/A; Negotiated Rate X  
N Right of First Refusal is applicable to discounted or negotiated rate agreement (Y/N)

Monthly FTS-2 Reservation Rate

MARC I Facilities (only)	<u>N/A</u> \$/dth of MDFTQ
North/South Laterals (only)	<u>N/A</u> \$/dth of MDFTQ
MARC I & N/S Laterals	<u>\$3.3458</u> \$/dth of MDFTQ

FTS-2 Commodity Rate

MARC I Facilities (only)	<u>Max Commodity</u> \$/dth
North/South Laterals (only)	<u>Max Commodity</u> \$/dth
MARC I & N/S Laterals	<u>Max Commodity</u> \$/dth

FTS-2 Overrun Commodity Rate

MARC I Facilities (only)	<u>Max Overun Commodity</u> \$/dth
North/South Laterals (only)	<u>Max Overun Commodity</u> \$/dth
MARC I & N/S Laterals	<u>Max Overun Commodity</u> \$/dth

Seller's Transportation Use - Negotiated Rate Agreements Only.

For North/South Laterals (if applicable), Seller will bill Customer each Month for Seller's Use: (i) for electric power used in Seller's operations a rate of \$0.0438/dth of Gas scheduled for service during the preceding month; plus (ii) for Gas lost or unaccounted for in Seller's operations at a rate of one-tenth of one percent (0.10%) of the Gas scheduled for service during the preceding Month.

For MARC I Facilities (if applicable), Seller will bill Customer each Month for Seller's Transportation Use: (i) for electric power used in Seller's operations, a rate of \$0.026/dth of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (ii) for Gas used in Seller's operations, a rate of thirty-two hundredths of one percent (0.32%) of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (iii) for Gas lost or unaccounted for in Seller's operations, a rate of one-tenth of one percent (0.10%) of the Gas scheduled for firm transportation service on Customer's behalf during the preceding Month.

Note: The preceding two paragraphs may be replaced if Seller and Customer agree to a different rate mechanism for Seller's Transportation Use.

The rates specified do not cover compression for any receipt of natural gas into the MARC I Facilities or North/South Laterals other than at the TGP, Stagecoach Gas Storage – South Lateral, and Transco Points of Receipt.

V. ADDITIONAL CHARGES - pursuant to Section 5.7.5 of Rate Schedule FTS-2

Annual Charge Adjustment (ACA) – Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with firm transportation service under this Agreement.

Unless agreed otherwise below, the rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF: None

9.17 KM Gas Marketing LLC FTS-2 Service Agreement

FIRM TRANSPORTATION SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule FTS-2)

THIS AGREEMENT entered into as of the 1 day of April, 2023, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller," and KM GAS MARKETING LLC, hereinafter referred to as "Customer."

WITNESSETH

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities and/or North/South Laterals ("FTS-2") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities and/or North/South Laterals to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point(s) up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point(s).
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on the operation of Seller's MARC I Facilities and/or North/South Laterals or Seller's ability to meet all existing obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point(s) of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point(s) of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.
2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point(s) of Receipt to the Point(s) of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point(s) of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point(s) of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.



ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term commencing April 1, 2023 and ending March 31, 2025.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FTS-2 and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:

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

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FTS-2 or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement: None

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC  
1001 Louisiana Street, Suite 1000  
Houston, Texas 77002  
Attention: Director of Transportation Services  
Facsimile: 713-420-6825  
E-mail: gina\_mabry@kindermorgan.com

Customer: KM GAS MARKETING LLC

1001 LOUISIANA STREET  
SUITE 1000  
HOUSTON, TX 77002

\_\_\_\_\_  
Attention: Robbie Reyes  
Facsimile: \_\_\_\_\_  
E-mail: kmgasmarketing@kindermorgan.com

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule FTS-2 and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule FTS-2 or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FTS-2 and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective:  
None
2. N/A.

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

Stagecoach Pipeline & Storage Company LLC

By ERNESTO A OCHOA

Its VP-COMMERCIAL

KM GAS MARKETING LLC

By Robbie Reyes

Its Trader

**Stagecoach Pipeline & Storage Company LLC**  
FERC NGA Gas Tariff  
Original Volume No. 1

Section 9.17  
Negotiated Rate Service Agreements  
KM Gas Marketing LLC 385032-FTS2SPSC  
1.0.0

Robbie Reyes  
KM GAS MARKETING LLC  
1001 LOUISIANA STREET  
SUITE 1000  
HOUSTON, TX 77002

RE: Amendment No. 1 to  
Firm Transportation Service Agreement  
Dated April 1, 2023  
Service Package No. 385032-FTS2SPSC

Dear Robbie Reyes:

Stagecoach Pipeline & Storage Company LLC and KM GAS MARKETING LLC (KM GAS MARKETING LLC) agree to amend the above-referenced agreement (the "Agreement"), effective April 1, 2025, (i) to update Article III of the Agreement to reflect that the term will end on March 31, 2027 and (ii) to replace the Exhibit "A" that is attached to the Agreement with the new Exhibit "A" that is attached hereto. Such amendments are being made to, among other things, change the primary meters and the associated meter quantities, extend the term such that the new end date is March 31, 2027, and increase the associated rate.

Except as amended herein, all terms and provisions of the Agreement shall remain in full force and effect as written.

If the foregoing is in accordance with your understanding of our agreement, please so indicate by electronically executing this amendment in the space provided below.

Should you have any questions, please do not hesitate to contact me at 713-420-6280.

Best regards,

KATHERINE MANGANELLI

Sr. Account Representative  
Transportation Services

Issued On: March 26, 2025

Effective On: April 1, 2025

KM GAS MARKETING LLC

Date: February 25, 2025

Page: 2

Contract number: 385032-FTS2SPSC

Amendment number: 1

Amendment effective date: April 1, 2025

Stagecoach Pipeline & Storage Company LLC

BY: \_\_\_\_\_

Agent and Attorney-in-Fact

KM GAS MARKETING LLC

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

EXHIBIT "A"  
to  
Firm Transportation Service Agreement between  
Stagecoach Pipeline & Storage Company LLC (Seller)  
and  
KM GAS MARKETING LLC (Customer)

Dated April 1, 2025

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 25000 dth

II. PRIMARY POINT(S) OF RECEIPT

MILL PL/STAGEPS OWEGO TIOGA 25000 dth MDRQ

III. PRIMARY POINT(S) OF DELIVERY

TRNSCO/STAGEPS L 25000 dth MDDQ

IV. RATES AND CHARGES

Seller's maximum recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, including Seller's Transportation Use, as such rates may change with FERC approval from time to time, shall apply to this Agreement unless Seller and Customer agree below to negotiated or discounted rates.

Discounted Rate   N/A  ; Negotiated Rate   X  

  N   Right of First Refusal is applicable to discounted or negotiated rate agreement (Y/N)

Monthly FTS-2 Reservation Rate

MARC I Facilities (only)	<u>  N/A  </u> \$/dth of MDFTQ
North/South Laterals (only)	<u>  N/A  </u> \$/dth of MDFTQ
MARC I & N/S Laterals	<u>  \$3.3458  </u> /dth of MDFTQ

FTS-2 Commodity Rate

MARC I Facilities (only)	<u>  Max Commodity Rate  </u> \$/dth
North/South Laterals (only)	<u>  Max Commodity Rate  </u> \$/dth
MARC I & N/S Laterals	<u>  Max Commodity Rate  </u> \$/dth

FTS-2 Overrun Commodity Rate

MARC I Facilities (only)	<u>  Max Overrun Commodity Rate  </u> \$/dth
North/South Laterals (only)	<u>  Max Overrun Commodity Rate  </u> \$/dth
MARC I & N/S Laterals	<u>  Max Overrun Commodity Rate  </u> \$/dth

Seller's Transportation Use - Negotiated Rate Agreements Only.

For North/South Laterals (if applicable), Seller will bill Customer each Month for Seller's Use: (i) for electric power used in Seller's operations a rate of \$0.0438/dth of Gas scheduled for service during the preceding month; plus (ii) for Gas lost or unaccounted for in Seller's operations at a rate of one-tenth of one percent (0.10%) of the Gas scheduled for service during the preceding Month.

For MARC I Facilities (if applicable), Seller will bill Customer each Month for Seller's Transportation Use: (i) for

electric power used in Seller's operations, a rate of \$0.026/dth of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (ii) for Gas used in Seller's operations, a rate of thirty-two hundredths of one percent (0.32%) of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (iii) for Gas lost or unaccounted for in Seller's operations, a rate of one-tenth of one percent (0.10%) of the Gas scheduled for firm transportation service on Customer's behalf during the preceding Month.

In addition, Seller and Customer agree that, notwithstanding anything to the contrary set forth herein, for up to the MDFTQ of Customer's capacity received at Meter 201130 TRNSCO/STAGEPS LYCOMING and delivered to Meter 55831 MONTOUR/STAGE TALEN LYCOMING, the FTS-2 Commodity Rate shall be \$0.015/dth, the rate charged for electric power used in Seller's operations shall be \$0.00/dth, and the rate charged for Gas used in Seller's operations shall be zero percent (0.00%) of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month.

Seller and Customer also agree that, notwithstanding anything to the contrary set forth herein, for up to 360,000 dth per day of Customer's capacity received at Meter 201130 TRNSCO/STAGEPS LYCOMING and delivered to Meter 55831 MONTOUR/STAGE TALEN LYCOMING, the FTS-2 Overrun Commodity Rate shall be \$0.015/dth, the rate charged for electric power used in Seller's operations shall be \$0.00/dth, and the rate charged for Gas used in Seller's operations shall be zero percent (0.00%) of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month.

Note: The preceding two paragraphs may be replaced if Seller and Customer agree to a different rate mechanism for Seller's Transportation Use.

The rates specified do not cover compression for any receipt of natural gas into the MARC I Facilities or North/South Laterals other than at the TGP, Stagecoach Gas Storage – South Lateral, and Transco Points of Receipt.

#### V. ADDITIONAL CHARGES - pursuant to Section 5.7.5 of Rate Schedule FTS-2

##### Annual Charge Adjustment (ACA) – Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with firm transportation service under this Agreement.

Unless agreed otherwise below, the rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

#### VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF: None

**Service Package No: 395627-FWSSPSC**

**Amendment No: 0**

**FIRM WHEELING SERVICE AGREEMENT**

(For Use Under Rate Schedule FWS)

THIS AGREEMENT entered into as of the 1 day of August, 2024, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller" and CONSOLIDATED EDISON CO OF NEW YORK INC, hereinafter referred to as "Customer."

**W I T N E S S E T H**

WHEREAS, Customer has requested Seller to provide Firm Wheeling Service ("FWS") on Customer's behalf; and

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

NOW, THEREFORE, Seller and Customer agree as follows:

**ARTICLE I  
WHEELING SERVICE**

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point up to the Customer's Maximum Daily Firm Wheeling Quantity ("MDFWQ") plus Seller's Wheeling Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point.
3. If requested by Customer, Seller may provide Wheeling Service for daily quantities in excess of the Customer's Maximum Daily Firm Wheeling Quantity if Seller can do so without adverse effect on Seller's operations or Seller's ability to meet all higher priority obligations.

**ARTICLE II  
POINTS OF RECEIPT/DELIVERY**

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Wheeling Use as applicable, at the Point of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point of Receipt up to Customer's Maximum Daily Firm Wheeling Quantity, plus Seller's Wheeling Use quantity.
2. Seller shall wheel Customer's nominated quantity of Gas on a firm basis from the Point of Receipt to the Point of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

**ARTICLE III  
TERM OF AGREEMENT**

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a primary term of three (3) years and eight (8) months, commencing August 1, 2024, or from such later date when Seller shall notify Customer that the facilities of Seller required to provide Firm Wheeling Service are completed and in service.

**ARTICLE IV  
RATE SCHEDULE AND CHARGES**

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FWS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, Original Volume No. 1, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:

(a) Rates and Charges

(b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

**Issued On: July 12, 2024**

**Effective On: August 1, 2024**

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FWS or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement: None.

ARTICLE V  
NOTICE

Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC  
1001 Louisiana Street, Suite 1000  
Houston, Texas 77002  
Attention: Director of Transportation Services  
Facsimile: 713-420-6825  
E-mail: gina\_mabry@kindermorgan.com

Customer: CONSOLIDATED EDISON CO OF NEW YORK INC  
4 Irving Place, 14th Floor  
NEW YORK, NY 10003  
Attention: Contract Administrator  
Facsimile: \_\_\_\_\_  
Email: dlcontractadministration@coned.com

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule FWS and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff, Original Volume No. 1, are specifically incorporated herein by reference and made a part hereof. Terms defined in Rates Schedule FWS or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FWS and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective August 1, 2024:  
Contract CED\_SC0001FWS
2. Replacement Customer: N/A

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

Stagecoach Pipeline & Storage Company LLC

By \_\_\_\_\_

Name: \_\_\_\_\_

Its \_\_\_\_\_

CONSOLIDATED EDISON CO OF NEW YORK INC

(Customer Name)

By \_\_\_\_\_

Name: \_\_\_\_\_

Its \_\_\_\_\_



**Stagecoach Pipeline & Storage Company LLC**

FERC NGA Gas Tariff

Original Volume No. 1

Section 9.18

Negotiated Rate Service Agreements

Consolidated Edison Co of New York Inc FWS SP 395627-FWSSPSC

0.0.0

## EXHIBIT "A"

to

Agreement between

Stagecoach Pipeline &amp; Storage Company LLC (Seller)

and

CONSOLIDATED EDISON CO OF NEW YORK INC (Customer)

Dated August 1, 2024

- I. MAXIMUM DAILY FIRM WHEELING QUANTITY: 105,000 dth
- II. POINT OF RECEIPT

Point ID	Location	MDRQ
201010	MILL PL/STAGEPS OWEGO TIOGA	85,441 Dth
201020	SC STORAGE	105,000 Dth
201090	MI-CNYOG	37,500 Dth
421046	STAGEPS/TGP STA 319 OWEGO BRAD	85,441 Dth

- III. POINT OF DELIVERY

Point ID	Location	MDDQ
201010	MILL PL/STAGEPS OWEGO TIOGA	105,000 Dth
201020	SC STORAGE	85,441 Dth
201090	MI-CNYOG	37,658 Dth
421046	STAGEPS/TGP STA 319 OWEGO BRAD	100,877 Dth

- IV. RATES AND CHARGES:

Monthly Firm Wheeling Reservation Rate \$3.33020/dth of MDFWQ per Month

Check as applicable: Discounted Rate \_\_\_\_; Negotiated Rate X\_\_\_\_; Recourse Rate \_\_\_\_

Firm Wheeling Commodity Rate \$0.0016/dth

Check as applicable: Discounted Rate \_\_\_\_; Negotiated Rate X\_\_\_\_; Recourse Rate \_\_\_\_

Firm Wheeling Overrun Commodity Rate \_\_\_\_/dth

Check as applicable: Discounted Rate \_\_\_\_; Negotiated Rate \_\_\_\_; Recourse Rate X\_\_\_\_

Seller's Wheeling Use \_\_\_\_\$0.00\_\_\_\_/dth and 0\_\_\_\_% \*

Check as applicable: Discounted Rate \_\_\_\_; Negotiated Rate X\_\_\_\_; Recourse Rate \_\_\_\_

\* Up to Customer's primary receipt and delivery point quantities at Stagecoach Storage in Section II and III of this Exhibit A; otherwise, the applicable Seller's Wheeling Use recourse rates shall apply.

- V. ADDITIONAL CHARGES - pursuant to Section 5.4.5 of Rate Schedule FWS

Annual Charge Adjustment (ACA) - Per tariff rate

The rates specified above shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Wheeling Quantity.

Issued On: July 12, 2024

Effective On: August 1, 2024

FIRM TRANSPORTATION SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule FTS-2)

THIS AGREEMENT entered into as of the 1st day of September, 2024, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller," and Equinor Natural Gas LLC, hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities and/or North/South Laterals ("FTS-2") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities and/or North/South Laterals to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point(s) up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point(s).
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on the operation of Seller's MARC I Facilities and/or North/South Laterals or Seller's ability to meet all existing obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point(s) of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point(s) of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.
2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point(s) of Receipt to the Point(s) of Delivery.

3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point(s) of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point(s) of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term commencing September 1, 2024 and ending October 31, 2025.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FTS-2 and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FTS-2 or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement: None

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of

the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC  
1001 Louisiana Street, Suite 1000  
Houston, Texas 77002  
Attention: Director of Transportation Services  
Facsimile: 713-420-6825  
E-mail: gina\_mabry@kindermorgan.com

Customer: EQUINOR NATURAL GAS LLC  
600 WASHINGTON BLVD 8TH FLOOR  
STAMFORD, CT 06901  
Attention: KELLY SHINE  
E-mail: kshin@equinor.com

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule FTS-2 and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule FTS-2 or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FTS-2 and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective:  
None
2. N/A.

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

Stagecoach Pipeline & Storage Company LLC  
By MARK A WILSON  
Its DIRECTOR - COMMERCIAL

Equinor Natural Gas LLC  
By Kelly Shine  
Its Gas Scheduler

EXHIBIT "A"

to  
Firm Transportation Service Agreement between  
Stagecoach Pipeline & Storage Company LLC (Seller)  
and  
Equinor Natural Gas LLC (Customer)

Dated September 1, 2024

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 40000 dth

II. PRIMARY POINT(S) OF RECEIPT

STAGEPS/TGP STA 319 OWEGO BRADFORD 40000 dth MDRQ

III. PRIMARY POINT(S) OF DELIVERY

TRNSCO/STAGEPS LYCOMING 40000 dth MDDQ

IV. RATES AND CHARGES

Seller's maximum recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, including Seller's Transportation Use, as such rates may change with FERC approval from time to time, shall apply to this Agreement unless Seller and Customer agree below to negotiated or discounted rates.

Discounted Rate   N/A  ; Negotiated Rate   X  

  N   Right of First Refusal is applicable to discounted or negotiated rate agreement (Y/N)

Monthly FTS-2 Reservation Rate

MARC I Facilities (only)

\$3.3458/dth of MDFTQ

North/South Laterals (only)

  N/A   \$/dth of MDFTQ

MARC I & N/S Laterals

  N/A   \$/dth of MDFTQ

FTS-2 Commodity Rate

MARC I Facilities (only)

Max Commodity Rate \$/dth

North/South Laterals (only)

Max Commodity Rate \$/dth

MARC I & N/S Laterals

Max Commodity Rate \$/dth

FTS 2 Overrun Commodity Rate

MARC I Facilities (only)

Max Overun Commodity Rate \$/dth

North/South Laterals (only)

Max Overun Commodity Rate \$/dth

MARC I & N/S Laterals

Max Overun Commodity Rate \$/dth

Issued On: August 30, 2024

Effective On: September 1, 2024

Seller's Transportation Use - Negotiated Rate Agreements Only.

For North/South Laterals (if applicable), Seller will bill Customer each Month for Seller's Use: (i) for electric power used in Seller's operations a rate of \$ N/A/dth of Gas scheduled for service during the preceding month; plus (ii) for Gas lost or unaccounted for in Seller's operations at a rate of N/A percent (N/A%) of the Gas scheduled for service during the preceding Month.

For MARC I Facilities (if applicable), Seller will bill Customer each Month for Seller's Transportation Use: (i) for electric power used in Seller's operations, a rate of \$0.026/dth of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (ii) for Gas used in Seller's operations, a rate of thirty-two hundredths of one percent (0.32%) of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (iii) for Gas lost or unaccounted for in Seller's operations, a rate of one-tenth of one percent (0.10%) of the Gas scheduled for firm transportation service on Customer's behalf during the preceding Month.

Note: The preceding two paragraphs may be replaced if Seller and Customer agree to a different rate mechanism for Seller's Transportation Use.

The rates specified do not cover compression for any receipt of natural gas into the MARC I Facilities or North/South Laterals other than at the TGP, Stagecoach Gas Storage – South Lateral, and Transco Points of Receipt.

#### V. ADDITIONAL CHARGES - pursuant to Section 5.7.5 of Rate Schedule FTS-2

##### Annual Charge Adjustment (ACA) – Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with firm transportation service under this Agreement.

Unless agreed otherwise below, the rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any

segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:     None

FIRM TRANSPORTATION SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule FTS-2)

THIS AGREEMENT entered into as of the 1st day of September, 2024, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller," and Equinor Natural Gas LLC, hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities and/or North/South Laterals ("FTS-2") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities and/or North/South Laterals to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point(s) up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point(s).
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on the operation of Seller's MARC I Facilities and/or North/South Laterals or Seller's ability to meet all existing obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point(s) of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point(s) of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.
2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point(s) of Receipt to the Point(s) of Delivery.



3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point(s) of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point(s) of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term commencing September 1, 2024 and ending October 31, 2025.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FTS-2 and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FTS-2 or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement: None

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of

the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC  
1001 Louisiana Street, Suite 1000  
Houston, Texas 77002  
Attention: Director of Transportation Services  
Facsimile: 713-420-6825  
E-mail: gina\_mabry@kindermorgan.com

Customer: EQUINOR NATURAL GAS LLC  
600 WASHINGTON BLVD 8TH FLOOR  
STAMFORD, CT 06901  
Attention: KELLY SHINE  
E-mail: kshin@equinor.com

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule FTS-2 and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule FTS-2 or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FTS-2 and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective:  
None
2. N/A.

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

Stagecoach Pipeline & Storage Company LLC  
By MARK A WILSON  
Its DIRECTOR - COMMERCIAL

Equinor Natural Gas LLC  
By Kelly Shine  
Its Gas Scheduler

EXHIBIT "A"

to  
Firm Transportation Service Agreement between  
Stagecoach Pipeline & Storage Company LLC (Seller)  
and  
Equinor Natural Gas LLC (Customer)

Dated September 1, 2024

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 40000 dth

II. PRIMARY POINT(S) OF RECEIPT

STAGEPS/TGP STA 319 OWEGO BRADFORD 40000 dth MDRQ

III. PRIMARY POINT(S) OF DELIVERY

TRNSCO/STAGEPS LYCOMING 40000 dth MDDQ

IV. RATES AND CHARGES

Seller's maximum recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, including Seller's Transportation Use, as such rates may change with FERC approval from time to time, shall apply to this Agreement unless Seller and Customer agree below to negotiated or discounted rates.

Discounted Rate   N/A  ; Negotiated Rate   X  

  N   Right of First Refusal is applicable to discounted or negotiated rate agreement (Y/N)

Monthly FTS-2 Reservation Rate

MARC I Facilities (only)

\$3.3458/dth of MDFTQ

North/South Laterals (only)

  N/A   \$/dth of MDFTQ

MARC I & N/S Laterals

  N/A   \$/dth of MDFTQ

FTS-2 Commodity Rate

MARC I Facilities (only)

Max Commodity Rate \$/dth

North/South Laterals (only)

Max Commodity Rate \$/dth

MARC I & N/S Laterals

Max Commodity Rate \$/dth

FTS 2 Overrun Commodity Rate

MARC I Facilities (only)

Max Overun Commodity Rate \$/dth

North/South Laterals (only)

Max Overun Commodity Rate \$/dth

MARC I & N/S Laterals

Max Overun Commodity Rate \$/dth

Issued On: August 30, 2024

Effective On: September 1, 2024

Seller's Transportation Use - Negotiated Rate Agreements Only.

For North/South Laterals (if applicable), Seller will bill Customer each Month for Seller's Use: (i) for electric power used in Seller's operations a rate of \$ N/A/dth of Gas scheduled for service during the preceding month; plus (ii) for Gas lost or unaccounted for in Seller's operations at a rate of N/A percent (N/A%) of the Gas scheduled for service during the preceding Month.

For MARC I Facilities (if applicable), Seller will bill Customer each Month for Seller's Transportation Use: (i) for electric power used in Seller's operations, a rate of \$0.026/dth of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (ii) for Gas used in Seller's operations, a rate of thirty-two hundredths of one percent (0.32%) of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (iii) for Gas lost or unaccounted for in Seller's operations, a rate of one-tenth of one percent (0.10%) of the Gas scheduled for firm transportation service on Customer's behalf during the preceding Month.

Note: The preceding two paragraphs may be replaced if Seller and Customer agree to a different rate mechanism for Seller's Transportation Use.

The rates specified do not cover compression for any receipt of natural gas into the MARC I Facilities or North/South Laterals other than at the TGP, Stagecoach Gas Storage – South Lateral, and Transco Points of Receipt.

#### V. ADDITIONAL CHARGES - pursuant to Section 5.7.5 of Rate Schedule FTS-2

Annual Charge Adjustment (ACA) – Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with firm transportation service under this Agreement.

Unless agreed otherwise below, the rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any

segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:     None

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