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5.1 FSS RATE SCHEDULE - FIRM STORAGE SERVICE

1. AVAILABILITY

1.1 This Rate Schedule is available to any Customer for the purchase of FSS, provided that:

- (a) Company determines that it has sufficient operationally available firm storage, injection, withdrawal, receipt and delivery capacity, or Company is willing to develop capacity, to provide the service Customer requested;
- (b) Parties enter into a FSSA under this Rate Schedule;
- (c) Customer accepts responsibility for arranging any upstream or downstream transportation service required for utilization of the service provided under this Rate Schedule;
- (d) Availability of service under this Rate Schedule is subject to a determination by Company that its performance of the requested service will not cause a reduction in Company's ability to provide firm storage service under currently effective firm Storage Service Agreements and will not interfere with the efficient operation of the System; and
- (e) Service under this Rate Schedule may not be available to the extent that Company would be required to construct, modify, expanded, or acquire any facilities to enable Company to perform the requested service.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule applies to service rendered by Company to Customer pursuant to a FSSA.

2.1 Service under this Rate Schedule consists of the following:

- (a) The receipt of Gas on any Day at Point(s) of Receipt, upon nomination and confirmation, up to the MDIQ, plus fuel, subject to the MDRQ and injection ratchets, and the injection of Gas into storage, provided that Customer's FSS Storage Inventory has not exceeded the MSQ;
- (b) The storage of Gas up to the MSQ;
- (c) The withdrawal of Gas from storage on any Day, upon nomination and confirmation, up to the MDWQ, subject to the MDDQ, withdrawal ratchets and Fuel Charge, and delivery of Gas to Point(s) of Delivery, provided that Customer has a quantity of Gas in its FSS Storage Inventory not less than the quantity of Gas Customer nominates for withdrawal on such Day;
- (d) The withdrawal of sufficient quantities of Gas under Section 2.1(c) above to ensure that Customer's FSS Storage Inventory equals zero (0) at the expiration or termination of Customer's FSSA; and
- (e) Customer's right to utilize Point(s) of Receipt and Point(s) of Delivery as primary points will be set forth in Customer's FSSA as a MDRQ and MDDQ. The Parties may upon agreement include in Customer's FSSA the right to use, on a secondary basis, additional Point(s) of Receipt or Point(s) of Delivery, or a quantity at a primary point(s) in excess of MDRQ or MDDQ, subject to the MDIQ and MDWQ.

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- 2.2 Upon Customer's request for injection overrun service, Company may authorize, on an Interruptible basis, the injection of Gas in excess of the MDRQ at Point(s) of Receipt or total injection in excess of the MDIQ provided that (i) Company determines that it has sufficient available capacity; (ii) Customer's FSS Storage Inventory will not exceed the MSQ; (iii) the receipt and injection of Gas into storage will not interfere with the efficient operation of the System; and (iv) the service requested will not cause a reduction in Company's ability to meet higher priority obligations under currently effective Storage Service Agreements.
- 2.3 Upon Customer's request for withdrawal overrun service, Company may authorize, on an Interruptible basis, the withdrawal of Gas in excess of the MDDQ at Point(s) of Delivery or total withdrawal in excess of the MDWQ provided that (i) Company determines that it has sufficient available capacity; (ii) Customer's FSS Storage Inventory will not become negative; (iii) the withdrawal and delivery of Gas from storage will not interfere with the efficient operation of the System; and (iv) the service requested will not cause a reduction in Company's ability to meet higher priority obligations under currently effective Storage Service Agreements.

3. RATES AND CHARGES

Customer will pay rates and charges for service under this Rate Schedule including the rate components described below:

- (a) Firm Storage Reservation Charge. A Monthly charge for each Dth of the MSQ, in Customer's FSSA.
- (b) Firm Injection Reservation Charge. A Monthly charge for each Dth of the MDIQ, in Customer's FSSA.
- (c) Firm Withdrawal Reservation Charge. A Monthly charge for each Dth of the MDWQ, in Customer's FSSA.
- (d) Firm Storage Injection Charge. A daily usage charge for each Dth of Gas tendered for injection, in Customer's FSSA.
- (e) Firm Storage Withdrawal Charge. A daily usage charge for each Dth of Gas tendered for withdrawal, in Customer's FSSA.
- (f) Authorized Injection Overrun Charge. A daily usage charge for each Dth of AIO Gas tendered for injection, in Customer's FSSA.
- (g) Authorized Withdrawal Overrun Charge. A daily usage charge for each Dth of AWO Gas tendered for withdrawal, in Customer's FSSA.
- (h) Fuel Charge. A daily usage charge, either per Dth or in-kind percentage, for each Dth of Gas tendered for injection or withdrawal, in Customer's FSSA.
- (i) Regulatory Fees and Charges. Customer will reimburse Company for all fees and charges, as required by Governmental Authority that are related to service provided under this Rate Schedule.
- (j) Taxes. Customer will either pay directly to the taxing authority or reimburse Company for all applicable taxes as may be assessed against Company.
- (k) Other. Other mutually agreeable pricing arrangements that are consistent with the Company's market-based rate authority.

4. INVOICE

Each invoice for service under this Rate Schedule will reflect the applicable rates and charges in this Tariff, FSS Rate Schedule and Customer's FSSA.

Pursuant to the Rate Schedules NNSS and NNSS-EU, if applicable, each invoice under this Rate Schedule will also include the DDQ and DDQ Overrun Charge, as applicable, stated in Customer's NNSSA or NNSSA-EU.

5. TERM

The term for service under this Rate Schedule will be set forth in Customer's FSSA.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The FSSA and the respective obligations of the Parties are subject to all valid laws, orders, rules and regulations of Governmental Authority, and are conditioned upon the issuance, by Governmental Authority for Company to provide the service, to construct and operate the facilities necessary to provide such service and for any interconnected pipeline to deliver Gas to Point(s) of Receipt or receive Gas from Point(s) of Delivery.

6.2 Company will have the right to propose to a Governmental Authority changes in its rates, charges, and terms of service as it deems necessary, and Customer's FSSA will be deemed to include any changes that are made effective pursuant to Governmental Authority without prejudice to Customer's right to protest same; provided that any market-based rates negotiated between the Parties will remain in effect during the term of Customer's FSSA, specifying such rates.

7. EXPIRATION OF TERM

7.1 Except as provided herein, upon expiration without renewal or termination of Customer's FSSA, title to any Gas remaining in Customer's FSS Storage Inventory will automatically transfer to Company, free and clear of any adverse claims, and will be sold pursuant to an auction held in accordance with GT&C 32.

7.2 If Customer was unable to withdraw Gas remaining in its FSS Storage Inventory due to an interruption of withdrawal service by Company on any Day during the last ten (10) Days prior to expiration or termination of Customer's FSSA, Customer will be allowed to maintain title to the interrupted quantity as long as the interrupted quantity is withdrawn within a period of time equal to the period of interruption.

8. STORAGE RATCHETS

Customer's MDIQ and MDWQ may be subject to reduction based on the level of its FSS Storage Inventory.

Customer must choose an injection and withdrawal ratchet from the options listed below. Subject to Company's determination that it has the capability to provide the requested ratchets, Customer's election as to injection and withdrawal ratchets will be set forth in Customer's FSSA.

8.1 Injection Ratchets: When Customer's FSS Storage Inventory reaches the levels set forth below, the MDIQ will be multiplied by the following percentages to arrive at the adjusted MDIQ.

	Level of MSQ	MDIQ Multiplier
1.	0% - 40%	100%
	Greater than 40% up to 63%	66.7%
	Greater than 63% up to 75%	33.3%
	Greater than 75% up to 87%	25%
	Greater than 87% up to 100%	17%
2.	0% - 40%	100%
	Greater than 40% up to 65%	50%
	Greater than 65% up to 100%	25%
3.	0% - 40%	100%
	Greater than 40% up to 60%	75%
	Greater than 60% up to 80%	60%
	Greater than 80% up to 100%	40%
4.	0% - 70%	100%
	Greater than 70% up to 100%	25%
5.	0% - 60%	100%
	Greater than 60% up to 80%	80%
	Greater than 80% up to 100%	60%
6.	0% - 80%	100%
	Greater than 80% up to 90%	80%
	Greater than 90% up to 100%	65%
7.	No Injection Ratchets	
8.2	Withdrawal Ratchets: When Customer's FSS Storage Inventory reaches the levels set forth below, the MDWQ will be multiplied by the following percentages to arrive at the adjusted MDWQ.	
	Level of MSQ	MDWQ Multiplier
1.	100% - 60%	100%
	Less than 60% down to 40%	75%
	Less than 40% down to 20%	60%
	Less than 20% down to 0%	40%
2.	100% - 30%	100%
	Less than 30% down to 0%	25%
3.	100% - 40%	100%
	Less than 40% down to 20%	75%
	Less than 20% down to 0%	50%
4.	100% - 20%	100%
	Less than 20% down to 10%	75%
	Less than 10% down to 0%	50%
5.	No Withdrawal Ratchets	

9. GENERAL TERMS AND CONDITIONS

The GT&C(s) are incorporated by reference and made a part of this Rate Schedule. In the event of any inconsistency, the terms of this Rate Schedule will control.

10. CHANGES TO RECEIPT AND DELIVERY POINTS

Customer has the right, at any time, to request a change in its Point(s) of Receipt or Point(s) of Delivery, provided that Company will not be required to grant the request unless (i) Company determines that it has sufficient available capacity at Point(s) of Receipt or Point(s) of Delivery to accommodate the request; (ii) Company determines that the requested change in Point(s) of Receipt or Point(s) of Delivery will not cause a reduction in Company's ability to provide service under currently effective Firm Storage Service Agreements; (iii) the service requested will not interfere with the efficient operation of the System; and (iv) the Parties reach agreement as to pricing applicable to Customer's FSSA reflecting the change in Point(s) of Receipt or Point(s) of Delivery.

5.2 NNSS RATE SCHEDULE - NO-NOTICE STORAGE SERVICE

1. AVAILABILITY

1.1 This Rate Schedule is available to any Customer for the purchase of NNSS, provided that:

- (a) Customer may only use service provided under this Rate Schedule upon confirmation from both Customer and Transporter(s), that Customer has secured upstream or downstream transportation with Transporter(s) for compatible service for receiving and delivering Gas to and from the System, and that both Company and Customer's Transporter(s)'s facilities and systems are able to provide the service Customer requested;
- (b) Company determines that it has sufficient operationally available firm storage, injection, withdrawal, receipt and delivery capacity, or Company is willing to develop capacity, to provide the service Customer requested;
- (c) Parties enter into a NNSSA under this Rate Schedule and a companion FSSA;
- (d) Availability of service under this Rate Schedule is subject to a determination by Company that its performance of the requested service will not cause a reduction in Company's ability to provide firm storage service under currently effective firm Storage Service Agreements and will not interfere with the efficient operation of the System; and
- (e) Service under this Rate Schedule may not be available to the extent that Company would be required to construct, modify, expanded, or acquire any facilities to enable Company to perform the requested service.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule applies to service rendered by Company to Customer pursuant to a NNSSA.

- 2.1 Service under this Rate Schedule is combined with Customer's right to firm storage service under a FSSA to allow Customer the added flexibility of applying any deviation from Customer's nomination against Customer's companion FSS Storage Inventory, subject to Section 1.1(a) above;
- 2.2 Service under this Rate Schedule will allow Customer to deviate at Deviation Point(s) from Customer's daily confirmed nomination under Customer's companion FSSA by an amount equal to the DDQ;
- 2.3 Customer's DDQ will apply even if Customer's companion FSSA nomination is a nomination of zero (0) or no nomination is made. Company will apply the agreed DDQ for each Gas Day against the FSS Storage Inventory under Customer's companion FSSA without the need to comply with the deadlines for nomination under GT&C 8, provided that:
 - (a) Customer will at all times be subject to the MDIQ, MDWQ, MDRQ, MDDQ, and ratchets, set forth in Customer's companion FSSA, and the DDQ;
 - (b) The DDQ when applied with Customer's FSS Storage Inventory will not cause Customer's companion FSS Storage Inventory to exceed Customer's companion FSSA MSQ, or cause Customer's companion FSS Storage Inventory to be less than zero (0); and

- (i) In the event that Customer exceeds the MSQ set forth in Customer's companion FSSA as a result of no-notice activity, Customer will dispose of such excess Gas on the Day immediately following the occurrence; and
 - (ii) In the event that Customer's FSS Storage Inventory under its companion FSSA is less than zero (0) as a result of no-notice activity, Customer will tender to Company a sufficient quantity of Gas to replenish Customer's companion FSS Storage Inventory to a level not less than zero (0) no later than the Day immediately following the occurrence.
- (c) Customer's DDQ will apply only at Deviation Point(s) set forth in Customer's NNSSA.

3. REIMBURSEMENT AND PENALTIES

3.1 Reimbursement

- (a) If Customer does not tender to Company sufficient quantities of Gas to replenish Customer's companion FSS Storage Inventory, in accordance with Section 2.3(b)(ii) above, Company may purchase replacement Gas and Customer will reimburse Company the cost of replacement Gas plus any fee, penalty and other cost incurred by Company or its Customers to secure such replacement Gas, including, but not limited to, third-party marketing fees and transportation by third-party pipeline companies.
- (b) Penalties
 - (i) In addition to reimbursing Company's costs of providing replacement Gas pursuant to Section 3.1(a)(i) above, Customer will pay a penalty charge for each Dth of Gas by which Customer's companion FSS Storage Inventory was less than zero (0) and was not replenished in accordance with Section 2.3(b)(ii) above, which penalty will be 200% of the Index. In the event that the Index is not published, or in the event that Company reasonably determines that the Index is no longer reasonably representative of the price at the System, Company will propose an alternative index to FERC in a tariff filing, with the alternative index to take effect on the Gas Day following the date that the price at the System is determined to be no longer reasonably representative.
 - (ii) If Customer has not disposed of a sufficient quantity of Gas, in accordance with Section 2.3(b)(i) above, title to such Gas quantity in excess of Customer's companion FSSA MSQ will automatically transfer to Company, free and clear of any adverse claims, and will be sold pursuant to an auction held in accordance with GT&C 32.
 - (iii) Any penalty revenue collected pursuant to Section 3.1(b) will be credited to Non-Offending Customers, based on the ratio of the total charges paid during that Month by Non-Offending Customers to the sum of the total charges paid during that Month by all Non-Offending Customers. Such credits will be calculated for each Month of the twelve (12) Month period ending July 31 of each year, and will be included on the Non-Offending Customer's invoice for the Month following the date of the final Commission order approving Company's penalty disbursement report; provided, however, that Company will calculate and include such credits on Non-Offending Customer's invoices for a period shorter than

twelve (12) Months in the event and to the extent that the total accumulated amount of penalty revenue collected pursuant to Section 3.1(b) as of the end of any Month exceeds \$1,000,000. Company will file with the Commission a penalty disbursement report within sixty (60) days of July 31 or sixty (60) days after the end of the Month for which revenue collected exceeds \$1,000,000. Any penalty revenue credited to Non-Offending Customers pursuant to Section 3.1(b) will include interest calculated in accordance with 18 C.F.R. §154.501(d).

- (c) Customer will be subject to the foregoing reimbursement obligations and penalties for each Gas Day that Customer's FSS Storage Inventory under its companion FSSA exceeds the MSQ or drops below zero (0).

4. RATES AND CHARGES

Customer will pay rates and charges for service under this Rate Schedule including the rate components described below:

- (a) No-Notice Reservation Charge. A daily charge for each Dth of the DDQ, in Customer's NNSSA.
- (b) No-Notice Daily Deviation Quantity Charge. A daily usage charge for each Dth of the DDQ, in Customer's NNSSA.
- (c) Regulatory Fees and Charges. Customer will reimburse Company for all fees and charges, as required by Governmental Authority that are related to service provided under this Rate Schedule.
- (d) Taxes. Customer will either pay directly to the taxing authority or reimburse Company for all applicable taxes as may be assessed against Company.
- (e) Other. Other mutually agreeable pricing arrangements that are consistent with the Company's market-based rate authority.

5. INVOICE

Each invoice for service under this Rate Schedule will reflect the applicable rates and charges set forth in the Tariff, NNSS Rate Schedule and Customer's NNSSA. DDQ Charges will be billed under the companion FSSA invoice.

6. TERM

The term for service under this Rate Schedule will be set forth in Customer's NNSSA.

7. AUTHORIZATION, RATES, TERMS AND CHANGES

- 7.1 The NNSSA and the respective obligations of the Parties are subject to all valid laws, orders, rules and regulations of Governmental Authority, and are conditioned upon the issuance, by Governmental Authority for Company to provide the service, to construct and operate the facilities necessary to provide such service and for any interconnected pipeline to deliver or receive Gas at Deviation Point(s).
- 7.2 Company has the right to propose to a Governmental Authority changes in its rates, charges, and terms of service as it deems necessary, and Customer's NNSSA will be deemed to include any changes that are made effective pursuant to Governmental Authority without prejudice to Customer's

right to protest same; provided that any market-based rates negotiated between the Parties will remain in effect during the term of Customer's NNSSA, specifying such rates.

8. GENERAL TERMS AND CONDITIONS

The GT&C(s) are incorporated by reference and made a part of this Rate Schedule. In the event of any inconsistency, the terms of this Rate Schedule will control.

9. CHANGES TO DEVIATION POINT(S)

Customer has the right, at any time, to request a change in its Deviation Point(s), provided that Company will not be required to grant the request unless (i) Company determines that it has sufficient available capacity at Deviation Point(s) to accommodate the request; (ii) Company determines that the requested change in Deviation Point(s) will not cause a reduction in Company's ability to provide service under currently effective Firm Storage Service Agreements; (iii) the service requested will not interfere with the efficient operation of the System; and (iv) the Parties reach agreement as to pricing applicable to Customer's NNSSA reflecting the change in Deviation Point(s).

5.2(A) NNSS-EU RATE SCHEDULE – END-USE FACILITY NO-NOTICE STORAGE SERVICE

1. AVAILABILITY

1.1 This Rate Schedule is available to any Customer for the purchase of NNSS-EU, provided that:

- (a) Customer may only use the service provided under this Rate Schedule for delivery of Gas to an end-use facility directly connected to the System;
- (b) Company determines that it has sufficient operationally available firm storage, injection, withdrawal, receipt and delivery capacity, or Company is willing to develop capacity, to provide the service Customer requested;
- (c) Parties enter into a NNSSA-EU under this Rate Schedule and a companion FSSA;
- (d) Customer accepts responsibility for arranging any upstream or downstream transportation service required for utilization of the service provided under this Rate Schedule;
- (e) Availability of service under this Rate Schedule is subject to a determination by Company that its performance of the requested service will not cause a reduction in Company's ability to provide firm storage service under currently effective firm Storage Service Agreements and will not interfere with the efficient operation of the System; and
- (f) Service under this Rate Schedule may not be available to the extent that Company would be required to construct, modify, expanded, or acquire any facilities to enable Company to perform the requested service.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule applies to service rendered by Company to Customer pursuant to a NNSSA-EU.

- 2.1 Service under this Rate Schedule is combined with Customer's right to firm storage service under a FSSA to allow Customer the added flexibility of applying any deviation from Customer's nomination against Customer's companion FSS Storage Inventory, subject to Section 1.1(a) above;
- 2.2 Service under this Rate Schedule will allow Customer to deviate at Deviation Point(s) from Customer's daily confirmed nomination under Customer's companion FSSA by an amount up to and including the DDQ. For each Gas Day, the actual no-notice deviation will be calculated as the difference (positive or negative) between Customer's daily confirmed nomination and the actual Gas delivered during the Gas Day at Deviation Point(s);
- 2.3 Customer's DDQ will apply even if Customer's companion FSSA nomination is a nomination of zero (0) or no nomination is made. Company will apply actual no-notice deviation(s) for each Gas Day against the FSS Storage Inventory under Customer's companion FSSA without the need to comply with the deadlines for nomination under GT&C 8, provided that:
 - (a) Customer will at all times be subject to the MDIQ, MDWQ, MDRQ, MDDQ, and ratchets, set forth in Customer's companion FSSA, and the DDQ;
 - (b) No-Notice deviations will not cause Customer's companion FSS Storage Inventory to exceed Customer's companion FSSA MSQ, or cause Customer's companion FSS Storage Inventory to be less than zero (0); and

- (i) In the event that Customer exceeds the MSQ set forth in Customer's companion FSSA as a result of no-notice activity, Customer will dispose of such excess Gas on the Day immediately following the occurrence; and
 - (ii) In the event that Customer's FSS Storage Inventory under its companion FSSA is less than zero (0) as a result of no-notice activity, Customer will tender to Company a sufficient quantity of Gas to replenish Customer's companion FSS Storage Inventory to a level not less than zero (0) no later than the Day immediately following the occurrence.
- (c) Customer's DDQ will apply only at Deviation Point(s).

3. REIMBURSEMENT AND PENALTIES

3.2 Reimbursement

- (a) If Customer does not tender to Company sufficient quantities of Gas to replenish Customer's companion FSS Storage Inventory, in accordance with Section 2.3(b)(ii) above, Company may purchase replacement Gas and Customer will reimburse Company the cost of replacement Gas plus any fee, penalty and other cost incurred by Company or its Customers to secure such replacement Gas, including, but not limited to, third-party marketing fees and transportation by third-party pipeline companies.
- (b) Penalties
 - (i) In addition to reimbursing Company's costs of providing replacement Gas pursuant to Section 3.1(a)(i) above, Customer will pay a penalty charge for each Dth of Gas by which Customer's companion FSS Storage Inventory was less than zero (0) and was not replenished in accordance with Section 2.3(b)(ii) above, which penalty will be 200% of the Index. In the event that the Index is not published, or in the event that Company reasonably determines that the Index is no longer reasonably representative of the price at the System, Company will propose an alternative index to FERC in a tariff filing, with the alternative index to take effect on the Gas Day following the date that the price at the System is determined to be no longer reasonably representative.
 - (ii) If Customer has not disposed of a sufficient quantity of Gas, in accordance with Section 2.3(b)(i) above, title to such Gas quantity in excess of Customer's companion FSSA MSQ will automatically transfer to Company, free and clear of any adverse claims, and will be sold pursuant to an auction held in accordance with GT&C 32.
 - (iv) Any penalty revenue collected pursuant to Section 3.1(b) will be credited to Non-Offending Customers, based on the ratio of the total charges paid during that Month by Non-Offending Customers to the sum of the total charges paid during that Month by all Non-Offending Customers. Such credits will be calculated for each Month of the twelve (12) Month period ending July 31 of each year, and will be included on the Non-Offending Customer's invoice for the Month following the date of the final Commission order approving Company's penalty disbursement report; provided, however, that Company will calculate and include such credits on Non-Offending Customer's invoices for a period shorter than

twelve (12) Months in the event and to the extent that the total accumulated amount of penalty revenue collected pursuant to Section 3.1(b) as of the end of any Month exceeds \$1,000,000. Company will file with the Commission a penalty disbursement report within sixty (60) days of July 31 or sixty (60) days after the end of the Month for which revenue collected exceeds \$1,000,000. Any penalty revenue credited to Non-Offending Customers pursuant to Section 3.1(b) will include interest calculated in accordance with 18 C.F.R. §154.501(d).

- (c) Customer will be subject to the foregoing reimbursement obligations and penalties for each Gas Day that Customer's FSS Storage Inventory under its companion FSSA exceeds the MSQ or drops below zero (0).

4. RATES AND CHARGES

Customer will pay rates and charges for service under this Rate Schedule including the rate components as described below:

- (a) No-Notice Reservation Charge. A daily charge for each Dth of the DDQ, in Customer's NNSSA-EU.
- (b) No-Notice Daily Deviation Quantity Charge. A daily usage charge for each Dth of the DDQ, in Customer's NNSSA-EU.
- (c) No-Notice Daily Deviation Quantity Overrun Charge. A daily usage charge for each Dth of Gas in excess of the DDQ, in Customer's NNSSA-EU.
- (d) Regulatory Fees and Charges. Customer will reimburse Company for all fees and charges, as required by Governmental Authority that are related to service provided under this Rate Schedule.
- (e) Taxes. Customer will either pay directly to the taxing authority or reimburse Company for all applicable taxes as may be assessed against Company.
- (f) Other. Other mutually agreeable pricing arrangements that are consistent with the Company's market-based rate authority.

5. INVOICE

Each invoice for service under this Rate Schedule will reflect the applicable rates and charges set forth in the Tariff, NNSS-EU Rate Schedule and Customer's NNSSA-EU. DDQ and DDQ Overrun Charges will be billed under the companion FSSA invoice.

6. TERM

The term for service under this Rate Schedule will be set forth in Customer's NNSSA-EU.

7. AUTHORIZATION, RATES, TERMS AND CHANGES

- 7.1 The NNSSA-EU and the respective obligations of the Parties are subject to all valid laws, orders, rules and regulations of Governmental Authority, and are conditioned upon the issuance, by Governmental Authority, for Company to provide the service to construct and operate the facilities necessary to provide such service and for any interconnected pipeline to deliver or receive Gas at Deviation Point(s).

7.2 Company will have the right to propose to a Governmental Authority changes in its rates, charges, and terms of service as it deems necessary, and Customer's NNSSA-EU will be deemed to include any changes that are made effective pursuant to Governmental Authority, without prejudice to Customer's right to protest same; provided that any market-based rates negotiated between the Parties will remain in effect during the term of Customer's NNSSA-EU, specifying such rates.

8. GENERAL TERMS AND CONDITIONS

The GT&C(s) are incorporated by reference and made a part of this Rate Schedule. In the event of any inconsistency, the terms of this Rate Schedule will control.

9. CHANGES TO DEVIATION POINT(S)

Customer has the right, at any time, to request a change in its Deviation Point(s), provided that Company will not be required to grant the request unless (i) Company determines that it has sufficient available capacity at Deviation Point(s) to accommodate the request; (ii) Company determines that the requested change in Deviation Point(s) will not cause a reduction in Company's ability to provide service under currently effective Firm Storage Service Agreements; (iii) the service requested will not interfere with the efficient operation of the System; and (iv) the Parties reach agreement as to pricing applicable to Customer's NNSSA-EU reflecting the change in Deviation Point(s).

5.3 FPS RATE SCHEDULE –FIRM PARKING SERVICE

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any Customer for the purchase of FPS, provided that:
- (a) Company determines that it has sufficient operationally available firm storage, injection, withdrawal, receipt and delivery capacity, or Company is willing to develop capacity, to provide the service Customer requested;
 - (b) Parties enter into a FPSA under this Rate Schedule;
 - (c) Customer accepts responsibility for arranging any upstream or downstream transportation service required for utilization of the service provided under this Rate Schedule;
 - (d) Availability of service under this Rate Schedule is subject to a determination by Company that its performance of the requested service will not cause a reduction in Company's ability to provide firm storage service under currently effective firm Storage Service Agreements and will not interfere with the efficient operation of the System; and
 - (e) Service under this Rate Schedule may not be available to the extent that Company would be required to construct, modify, expanded, or acquire any facilities to enable Company to perform the requested service.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Service under this Rate Schedule consists of the following:
- (a) The receipt of Gas on any Day during the Injection Period at Point(s) of Receipt, upon nomination and confirmation, up to the MDIQ, plus fuel, subject to the MDRQ, and the injection of Gas into storage, provided that Customer's FPS Storage Inventory has not exceeded the MPQ;
 - (b) The tender by Customer of sufficient quantities of Gas under Section 2.1(a) above to ensure that Customer's FPS Storage Inventory equals the MPQ at the end of the Injection Period, provided that, if Customer's injections during the Injection Period are curtailed by Company, Customer will have a period of time equal to the time of curtailment immediately following the Injection Period to make injections as necessary for Customer's FPS Storage Inventory to equal the MPQ;
 - (c) The storage of Gas equal to the MPQ;
 - (d) The withdrawal of Gas from storage on any Day during the Withdrawal Period, upon nomination and confirmation, up to the MDWQ, subject to the MDDQ and Fuel Charge, and delivery of Gas to Point(s) of Delivery, provided that Customer has a quantity of Gas in its FPS Storage Inventory not less than the quantity of Gas Customer nominates for withdrawal on such Day;
 - (e) The withdrawal of sufficient quantities of Gas under Section 2.1(d) above to ensure that Customer's FPS Storage Inventory equals zero (0) at the end of the Withdrawal Period, provided that, if withdrawals during the Withdrawal Period are curtailed by Company, Customer will have a period of time equal to the time of curtailment immediately following the Withdrawal Period to make withdrawals as necessary for Customer's FPS Inventory to equal zero (0); and

- (f) Customer's right to utilize Point(s) of Receipt and Point(s) of Delivery as primary points will be set forth in Customer's FPSA as a MDRQ and MDDQ. The Parties may upon agreement include in Customer's FPSA the right to use, on a secondary basis, additional Point(s) of Receipt or Point(s) of Delivery, or a quantity at a primary point(s) in excess of MDRQ or MDDQ, subject to the MDIQ and MDWQ.

Unless mutually agreed by the Parties, Customer will not have the right to inject or withdraw Gas during the period of time between the Injection Period and the Withdrawal Period.

3. RATES AND CHARGES

Customer will pay rates and charges for service under this Rate Schedule including the rate components described below:

- (a) Firm Parking Reservation Charge. A charge for each Dth of the MPQ during a given time period, in Customer's FPSA.
- (b) Firm Parking Injection Charge. A daily usage charge for each Dth of Gas tendered for injection, in Customer's FPSA.
- (c) Firm Parking Withdrawal Charge. A daily usage charge for each Dth of Gas tendered for withdrawal, in Customer's FPSA.
- (d) Fuel Charge. A daily usage charge, either per Dth or in-kind percentage, for each Dth of Gas tendered for injection or withdrawal, in Customer's FPSA.
- (e) Regulatory Fees and Charges. Customer will reimburse Company for all fees and charges, as required by Governmental Authority that are related to service provided under this Rate Schedule.
- (f) Taxes. Customer will either pay directly to the taxing authority or reimburse Company for all applicable taxes as may be assessed against Company.
- (g) Other. Other mutually agreeable pricing arrangements that are consistent with the Company's market-based rate authority.

4. INVOICE

Each invoice for service under this Rate Schedule will reflect the applicable rates and charges in this Tariff, FPS Rate Schedule and Customer's FPSA.

5. TERM

The term for service under this Rate Schedule will be set forth in Customer's FPSA.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

- 6.1 The FPSA and the respective obligations of the Parties are subject to all valid laws, orders, rules and regulations of Governmental Authority and are conditioned upon the issuance, by Governmental Authority for Company to provide the service, to construct and operate the facilities necessary to provide such service and for any interconnected pipeline to deliver Gas to Point(s) of Receipt or receive Gas from Point(s) of Delivery.
- 6.2 Company has the right to propose to a Governmental Authority changes in its rates, charges, and terms of service as it deems necessary, and Customer's FPSA will be deemed to include any changes

that are made effective pursuant to Governmental Authority without prejudice to Customer's right to protest same; provided that any market-based rates negotiated between the Parties will remain in effect during the term of Customer's FPSA, specifying such rates.

7. EXPIRATION OF TERM

7.1 Except as provided for herein, if Customer fails to withdraw its FPS Storage Inventory at the end of the Withdrawal Period or at the expiration or termination of the FPSA, whichever is earlier, title to any remaining Gas will automatically transfer to Company, free and clear of any adverse claims, and will be sold pursuant to an auction held in accordance with GT&C 32.

7.2 If Customer was unable to withdraw its FPS Storage Inventory due to an interruption of withdrawal service by Company during the last ten (10) Days prior to the expiration of the Withdrawal Period or expiration or termination of the FPSA, Customer will be allowed to maintain title to the interrupted quantity as long as the interrupted quantity is withdrawn within a period of time equal to the period of interruption.

8. GENERAL TERMS AND CONDITIONS

The GT&C(s) are incorporated by reference and made a part of this Rate Schedule. In the event of any inconsistency, the terms of this Rate Schedule will control.

9. CHANGES TO RECEIPT AND DELIVERY POINTS

Customer has have the right, at any time, to request a change in its Point(s) of Receipt or Point(s) of Delivery, provided that Company will not be required to grant the request unless (i) Company determines that it has sufficient available capacity at Point(s) of Receipt or Point(s) of Delivery to accommodate the request; (ii) Company determines that the requested change in Point(s) of Receipt or Point(s) of Delivery will not cause a reduction in Company's ability to provide service under currently effective Firm Storage Service Agreements; (iii) the service requested will not interfere with the efficient operation of the System; and (iv) the Parties reach agreement as to pricing applicable to Customer's FPSA reflecting the change in Point(s) of Receipt or Point(s) of Delivery.

5.4 FLS RATE SCHEDULE – FIRM LOAN SERVICE

1. AVAILABILITY

1.1 This Rate Schedule is available to any Customer for the purchase of FLS, provided that:

- (a) Company determines that it has sufficient operationally available firm storage, injection, withdrawal, receipt and delivery capacity, or Company is willing to develop capacity, to provide the service Customer requested;
- (b) Parties enter into a FLSA under this Rate Schedule;
- (c) Customer accepts responsibility for arranging any upstream or downstream transportation service required for utilization of the service provided under this Rate Schedule;
- (d) Availability of service under this Rate Schedule is subject to a determination by Company that its performance of the requested service will not cause a reduction in Company's ability to provide firm storage service under currently effective firm Storage Service Agreements and will not interfere with the efficient operation of the System; and
- (e) Service under this Rate Schedule may not be available to the extent that Company would be required to construct, modify, expanded, or acquire any facilities to enable Company to perform the requested service.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule applies to service rendered by Company to Customer pursuant to a FLSA.

2.1 Service under this Rate Schedule consists of the following:

- (a) The advancement to Customer of Gas, and the withdrawal of Gas on any Day during Withdrawal Period, upon nomination and confirmation, up to the MDWQ, subject to the MDDQ and Fuel Charge, and delivery of Gas to Point(s) of Delivery, provided, that Customer's total withdrawals of Gas will not exceed the MLQ;
- (b) The withdrawal by Customer of sufficient quantities of Gas under Section 2.1(a) above to ensure that Customer's total withdrawals equal the MLQ at the end of the Withdrawal Period; provided that, if withdrawals during the Withdrawal Period are curtailed by Company, Customer will have a period of time equal to the time of curtailment immediately following the Withdrawal Period to make withdrawals as necessary for the total withdrawal of Gas to equal the MLQ;
- (c) The receipt of Gas on any Day during the Injection Period at Point(s) of Receipt, upon nomination and confirmation, up to the MDIQ, plus fuel, subject to the MDRQ and the injection into storage, provided Customer's FLS Storage Inventory equals zero (0) at the end of the Injection Period. If injections during the Injection Period are curtailed by Company, Customer will have a period of time equal to the time of curtailment immediately following the Injection Period to make injections as necessary for its FLS Storage Inventory to equal zero (0);
- (d) The tender by Customer of sufficient quantities of Gas under Section 2.1(c) to ensure that Customer's FLS Storage Inventory equals zero (0) at the end of the Injection Period; and

- (e) Customer's right to utilize Point(s) of Receipt and Point(s) of Delivery as primary points will be set forth in Customer's FLSA as a MDRQ and MDDQ. The Parties may upon agreement include in Customer's FLSA the right to use, on a secondary basis, additional Point(s) of Receipt or Point(s) of Delivery, or a quantity at a primary point(s) in excess of MDRQ or MDDQ, subject to the MDIQ and MDWQ.

Unless mutually agreed by the Parties, Customer will not have the right to inject or withdraw Gas during the period of time between the Withdrawal Period and the Injection Period.

3. RATES AND CHARGES

Customer will pay rates and charges for service under this Rate Schedule including the rate components described below:

- (a) Firm Loan Reservation Charge. A charge for each Dth of the MLQ during a given time period, in Customer's FLSA.
- (b) Firm Loan Injection Charge. A daily usage charge for each Dth of Gas tendered for injection, in Customer's FLSA.
- (c) Firm Loan Withdrawal Charge. A daily usage charge for each Dth of Gas tendered for withdrawal, in Customer's FLSA.
- (d) Fuel Charge. A daily usage charge, either per Dth or in-kind percentage, for each Dth of Gas tendered for injection or withdrawal, in Customer's FLSA.
- (e) Regulatory Fees and Charges. Customer will reimburse Company for all fees and charges, as required by Governmental Authority that are related to service provided under this Rate Schedule.
- (f) Taxes. Customer will either pay directly to the taxing authority or reimburse Company for all applicable taxes as may be assessed against Company.
- (g) Other. Other mutually agreeable pricing arrangements that are consistent with the Company's market-based rate authority.

4. INVOICE

Each invoice for service under this Rate Schedule will reflect the applicable rates and charges in this Tariff, FLS Rate Schedule and Customer's FLSA.

5. TERM

The term for service under this Rate Schedule will be set forth in Customer's FLSA.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

- 6.1 The FLSA and the respective obligations of the Parties are subject to all valid laws, orders, rules and regulations of Governmental Authority, and are conditioned upon the issuance, by Governmental Authority for Company to provide the service, to construct and operate the facilities necessary to provide such service and for any interconnected pipeline to deliver Gas to Point(s) of Receipt or receive Gas from Point(s) of Delivery.
- 6.2 Company has the right to propose to a Governmental Authority changes in its rates, charges, and terms of service as it deems necessary, and Customer's FLSA will be deemed to include any changes

that are made effective pursuant to Governmental Authority, without prejudice to Customer's right to protest same; provided that any market-based rates negotiated between the Parties will remain in effect during the term of Customer's FLSA, specifying such rates.

7. EXPIRATION OF TERM

Except as provided for herein, if Customer fails to inject Gas to replace Gas advanced by Company to Customer at the time set forth in Customer's FLSA or the expiration or termination of a FLSA, whichever is earlier, Company may purchase replacement Gas and Customer will reimburse Company the cost of replacement Gas plus any fee, penalty and other cost incurred by Company or its Customers to secure such replacement Gas, including, but not limited to, third-party marketing fees and transportation by third-party pipeline companies.

8. GENERAL TERMS AND CONDITIONS

The GT&C(s) are incorporated by reference and made a part of this Rate Schedule. In the event of any inconsistency, the terms of this Rate Schedule will control.

9. CHANGES TO RECEIPT AND DELIVERY POINTS

Customer has have the right, at any time, to request a change in its Point(s) of Receipt or Point(s) of Delivery, provided that Company will not be required to grant the request unless (i) Company determines that it has sufficient available capacity at Point(s) of Receipt or Point(s) of Delivery to accommodate the request; (ii) Company determines that the requested change in Point(s) of Receipt or Point(s) of Delivery will not cause a reduction in Company's ability to provide service under currently effective Firm Storage Service Agreements; (iii) the service requested will not interfere with the efficient operation of the System; and (iv) the Parties reach agreement as to pricing applicable to Customer's FLSA reflecting the change in Point(s) of Receipt or Point(s) of Delivery.

5.5 FWS RATE SCHEDULE - FIRM WHEELING SERVICE

1. AVAILABILITY

1.1 This Rate Schedule is available to any Customer for the purchase of FWS, provided that:

- (a) Company determines that it has sufficient operationally available firm storage, injection, withdrawal, receipt and delivery capacity, or Company is willing to develop capacity, to provide the service Customer requested;
- (b) Parties enter into a FWSA under this Rate Schedule;
- (c) Customer accepts responsibility for arranging any upstream or downstream transportation service required for utilization of the service provided under this Rate Schedule;
- (d) Availability of service under this Rate Schedule is subject to a determination by Company that its performance of the requested service will not cause a reduction in Company's ability to provide firm storage service under currently effective firm Storage Service Agreements and will not interfere with the efficient operation of the System; and
- (e) Service under this Rate Schedule may not be available to the extent that Company would be required to construct, modify, expanded, or acquire any facilities to enable Company to perform the requested service.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule applies to service rendered by Company to Customer pursuant to a FWSA.

2.1 Service under this Rate Schedule consists of the following:

- (a) The receipt of Gas on any Day at Point(s) of Receipt, plus fuel, and redelivery of Gas at Point(s) of Delivery, subject to Fuel Charge, upon nomination and confirmation, up to the MDTQ, subject to the applicable MDRQ and MDDQ.
- (b) Customer's right to utilize Point(s) of Receipt and Point(s) of Delivery as primary points will be set forth in Customer's FWSA. The Parties may upon agreement include in Customer's FWSA the right to use, on a secondary basis, additional Point(s) of Receipt or Point(s) of Delivery, up to the MDTQ, subject to the MDRQ and MDDQ.

3. RATES AND CHARGES

Customer will pay rates and charges for service under this Rate Schedule including the rate components described below:

- (a) Firm Wheeling Reservation Charge. A charge for each Dth of the MDTQ during a given time period, in Customer's FWSA.
- (b) Firm Wheeling Charge. A daily usage charge for each Dth of Gas tendered for wheeling, in Customer's FWSA.
- (c) Fuel Charge. A daily usage charge, either per Dth or in-kind percentage, for each Dth of Gas tendered for wheeling, in Customer's FWSA.

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- (d) Regulatory Fees and Charges. Customer will reimburse Company for all fees and charges, as required by Governmental Authority that are related to service provided under this Rate Schedule.
 - (e) Taxes. Customer will either pay directly to the taxing authority or reimburse Company for all applicable taxes as may be assessed against Company.
 - (f) Other. Other mutually agreeable pricing arrangements that are consistent with the Company's market-based rate authority.

4. INVOICE

Each invoice for service under this Rate Schedule will reflect the applicable rates and charges in this Tariff, FWS Rate Schedule and Customer's FWSA.

5. TERM

The term for service under this Rate Schedule will be set forth in Customer's FWSA.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The FWSA and the respective obligations of the Parties are subject to all valid laws, orders, rules and regulations of Governmental Authority, and are conditioned upon the issuance, by Governmental Authority for Company to provide the service, to construct and operate the facilities necessary to provide such service and for any interconnected pipeline to deliver Gas to Point(s) of Receipt or receive Gas from Point(s) of Delivery.

6.2 Company has the right to propose to a Governmental Authority changes in its rates, charges, and terms of service as it deems necessary, and Customer's FWSA will be deemed to include any changes that are made effective pursuant to Governmental Authority, without prejudice to Customer's right to protest same; provided that any market-based rates negotiated between the Parties will remain in effect during the term of Customer's FWSA, specifying such rates.

7. GENERAL TERMS AND CONDITIONS

The GT&C(s) are incorporated by reference and made a part of this Rate Schedule. In the event of any inconsistency, the terms of this Rate Schedule will control.

8. CHANGES TO RECEIPT AND DELIVERY POINTS

Customer has have the right, at any time, to request a change in its Point(s) of Receipt or Point(s) of Delivery, provided that Company will not be required to grant the request unless (i) Company determines that it has sufficient available capacity at Point(s) of Receipt or Point(s) of Delivery to accommodate the request; (ii) Company determines that the requested change in Point(s) of Receipt or Point(s) of Delivery will not cause a reduction in Company's ability to provide service under currently effective Firm Storage Service Agreements; (iii) the service requested will not interfere with the efficient operation of the System; and (iv) the Parties reach agreement as to pricing applicable to Customer's FWSA reflecting the change in Point(s) of Receipt or Point(s) of Delivery.

5.6 ESS RATE SCHEDULE – ENHANCED STORAGE SERVICE

1. AVAILABILITY

1.1 This Rate Schedule is available to any Customer for the purchase of ESS, provided that:

- (a) Company determines that it has sufficient operationally available Interruptible storage, injection, withdrawal, receipt and delivery capacity to provide the service Customer requested;
- (b) Parties enter into an ESSA under this Rate Schedule;
- (c) Customer accepts responsibility for arranging any upstream or downstream transportation service required for utilization of the service provided under this Rate Schedule;
- (d) Availability of service under this Rate Schedule is subject to a determination by Company that its performance of the requested service will not cause a reduction in Company's ability to provide higher priority services under currently effective Storage Service Agreements and will not interfere with the efficient operation of the System; and
- (e) Service under this Rate Schedule may not be available to the extent that Company would be required to construct, modify, expanded, or acquire any facilities to enable Company to perform the requested service.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule applies to service rendered by Company to Customer pursuant to an ESSA.

2.1 Service under this Rate Schedule consists of the following:

- (a) The receipt of Gas on any Day at Point(s) of Receipt, upon nomination and confirmation, up to the MDIQ, plus fuel, subject to the MDRQ and injection ratchets, and the injection of Gas into storage, provided that Customer's ESS Storage Inventory has not exceeded the MSQ;
- (b) The storage of Gas up to the MSQ;
- (c) The withdrawal of Gas from storage on any Day, upon nomination and confirmation, up to the MDWQ, subject to the MDDQ, withdrawal ratchets and Fuel Charge, and delivery of Gas to Point(s) of Delivery, provided that Customer has a quantity of Gas in its ESS Storage Inventory not less than the quantity of Gas Customer nominates for withdrawal on such Day; and
- (d) The withdrawal of sufficient quantities of Gas under Section 2.1(c) above to ensure that Customer's ESS Storage Inventory equals zero (0) at the expiration or termination of Customer's ESSA.

2.2 In order to satisfy Company's higher priority obligations or to meet System needs, Company may interrupt ESS service and Company may require Customer to withdraw all, or any portion of, Customer's ESS Storage Inventory. Company will specify the quantity of Gas required to be withdrawn and the date by which the withdrawal must be completed. Unless Company otherwise agrees, Customer will be required to make ratable withdrawals.

- 2.3 If Customer fails to withdraw its ESS Storage Inventory in accordance with Company's notice in Section 2.2 above, Company may take, free and clear of any adverse claims, title to Customer's ESS Storage Inventory as Customer was instructed to withdraw and will be sold pursuant to an auction held in accordance with GT&C 32.

3. RATES AND CHARGES

Customer will pay rates and charges for service under this Rate Schedule including the rate components described below:

- (a) Enhanced Storage Charge. A charge for each Dth of the MSQ during a given time period, in Customer's ESSA.
- (b) Enhanced Storage Injection Charge. A daily usage charge for each Dth of Gas tendered for injection, in Customer's ESSA.
- (c) Enhanced Storage Withdrawal Charge. A daily usage charge for each Dth of Gas tendered for withdrawal, in Customer's ESSA.
- (d) Fuel Charge. A daily usage charge, either per Dth or in-kind percentage, for each Dth of Gas tendered for injection or withdrawal, in Customer's ESSA.
- (e) Regulatory Fees and Charges. Customer will reimburse Company for all fees and charges, as required by Governmental Authority that are related to service provided under this Rate Schedule.
- (f) Taxes. Customer will either pay directly to the taxing authority or reimburse Company for all applicable taxes as may be assessed against Company.
- (g) Other. Other mutually agreeable pricing arrangements that are consistent with the Company's market-based rate authority.

4. INVOICE

Each invoice for service under this Rate Schedule will reflect the applicable rates and charges in this Tariff, ESS Rate Schedule and Customer's ESSA.

5. TERM

The term for service under this Rate Schedule will be set forth in Customer's ESSA.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

- 6.1 The ESSA and the respective obligations of the Parties are subject to all valid laws, orders, rules and regulations of Governmental Authority, and are conditioned upon the issuance, by Governmental Authority for Company to provide the service, to construct and operate the facilities necessary to provide such service and for any interconnected pipeline to deliver Gas to Point(s) of Receipt or receive Gas from Point(s) of Delivery.
- 6.2 Company has the right to propose to a Governmental Authority changes in its rates, charges, and terms of service as it deems necessary, and Customer's ESSA will be deemed to include any changes that are made effective pursuant to Governmental Authority, without prejudice to Customer's right to protest same; provided that any market-based rates negotiated between the Parties will remain in effect during the term of Customer's ESSA, specifying such rates.

7. EXPIRATION OF TERM

- 7.1 Except as provided herein, upon expiration or termination of Customer's ESSA, title to any Gas remaining in Customer's ESS Storage Inventory will automatically transfer to Company, free and clear of any adverse claims, and will be sold pursuant to an auction held in accordance with GT&C 32.
- 7.2 If Customer was unable to withdraw Gas remaining in its ESS Storage Inventory due to an interruption of withdrawal service by Company on any Day during the last ten (10) Days prior to expiration or termination of Customer's ESSA, Customer will be allowed to maintain title to the interrupted quantity as long as the interrupted quantity is withdrawn within a period of time equal to the period of interruption.

8. STORAGE RATCHETS

Customer's MDIQ and MDWQ may be subject to reduction based on the level of its ESS Storage Inventory.

Customer must choose an injection and withdrawal ratchet from the options listed below. Subject to Company's determination that it has the capability to provide the requested ratchets, Customer's election as to injection and withdrawal ratchets will be set forth in Customer's ESSA.

- 8.1 Injection Ratchets: When Customer's ESS Storage Inventory reaches the levels set forth below, the MDIQ will be multiplied by the following percentages to arrive at the adjusted MDIQ.

	Level of MSQ	MDIQ Multiplier
1.	0% - 40%	100%
	Greater than 40% up to 63%	66.7%
	Greater than 63% up to 75%	33.3%
	Greater than 75% up to 87%	25%
	Greater than 87% up to 100%	17%
2.	0% - 40%	100%
	Greater than 40% up to 65%	50%
	Greater than 65% up to 100%	25%
3.	0% - 40%	100%
	Greater than 40% up to 60%	75%
	Greater than 60% up to 80%	60%
	Greater than 80% up to 100%	40%
4.	0% - 70%	100%
	Greater than 70% up to 100%	25%
5.	0% - 60%	100%
	Greater than 60% up to 80%	80%
	Greater than 80% up to 100%	60%
6.	0% - 80%	100%
	Greater than 80% up to 90%	80%
	Greater than 90% up to 100%	65%
7.	No Injection Ratchets	

- 8.2 Withdrawal Ratchets: When Customer's ESS Storage Inventory reaches the levels set forth below, the MDWQ will be multiplied by the following percentages to arrive at the adjusted MDWQ.

	Level of MSQ	MDWQ Multiplier
1.	100% - 60%	100%
	Less than 60% down to 40%	75%
	Less than 40% down to 20%	60%
	Less than 20% down to 0%	40%
2.	100% - 30%	100%
	Less than 30% down to 0%	25%
3.	100% - 40%	100%
	Less than 40% down to 20%	75%
	Less than 20% down to 0%	50%
4.	100% - 20%	100%
	Less than 20% down to 10%	75%
	Less than 10% down to 0%	50%
5.	No Withdrawal Ratchets	

9. GENERAL TERMS AND CONDITIONS

The GT&C(s) are incorporated by reference and made a part of this Rate Schedule. In the event of any inconsistency, the terms of this Rate Schedule will control.

10. CHANGES TO RECEIPT AND DELIVERY POINTS

Customer has the right, at any time, to request a change in its Point(s) of Receipt or Point(s) of Delivery, provided that Company will not be required to grant the request unless (i) Company determines that it has sufficient available capacity at Point(s) of Receipt or Point(s) of Delivery to accommodate the request; (ii) Company determines that the requested change in Point(s) of Receipt or Point(s) of Delivery will not cause a reduction in Company's ability to provide higher priority service under currently effective Storage Service Agreements; (iii) the service requested will not interfere with the efficient operation of the System; and (iv) the Parties reach agreement as to pricing applicable to Customer's ESSA reflecting the change in Point(s) of Receipt or Point(s) of Delivery.

5.7 EPS RATE SCHEDULE – ENHANCED PARKING SERVICE

1. AVAILABILITY

1.1 This Rate Schedule is available to any Customer for the purchase of EPS, provided that:

- (a) Company determines that it has sufficient operationally available Interruptible storage, injection, withdrawal, receipt and delivery capacity to provide the service Customer requested;
- (b) Parties enter into a HSA under this Rate Schedule;
- (c) Customer accepts responsibility for arranging any upstream or downstream transportation service required for utilization of the service provided under this Rate Schedule;
- (d) Availability of service under this Rate Schedule is subject to a determination by Company that its performance of the requested service will not cause a reduction in Company's ability to provide higher priority services under currently effective Storage Service Agreements and will not interfere with the efficient operation of the System; and
- (e) Service under this Rate Schedule may not be available to the extent that Company would be required to construct, modify, expanded, or acquire any facilities to enable Company to perform the requested service.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule applies to service rendered by Company to Customer pursuant to a HSA.

2.1 Service under this Rate Schedule consists of the following:

- (a) The receipt of Gas on any Day during the Injection Period at Point(s) of Receipt, upon nomination and confirmation, up to the MDIQ, plus fuel, subject to the MDRQ, and the injection of Gas into storage, provided that Customer's EPS Storage Inventory has not exceeded the MPQ;
- (b) The tender by Customer of sufficient quantities of Gas under Section 2.1(a) above to ensure that Customer's EPS Storage Inventory equals the MPQ at the end of the Injection Period, provided that, if Customer's injections during the Injection Period are curtailed by Company, Customer will have a period of time equal to the time of curtailment immediately following the Injection Period to make injections as necessary for Customer's EPS Storage Inventory to equal the MPQ;
- (c) The storage of Gas equal to the MPQ;
- (d) The withdrawal of Gas from storage on any Day during the Withdrawal Period, upon nomination and confirmation, up to the MDWQ, subject to the MDDQ and Fuel Charge, and delivery of Gas to Point(s) of Delivery, provided that Customer has a quantity of Gas in Customer's EPS Storage Inventory not less than the quantity of Gas Customer nominates for withdrawal on such Day; and
- (e) The withdrawal of sufficient quantities of Gas under Section 2.1(d) above to ensure that Customer's EPS Storage Inventory equals zero (0) at the end of the Withdrawal Period, provided that, if withdrawals during the Withdrawal Period are curtailed by Company, Customer will have a period of time equal to the time of curtailment immediately following

the Withdrawal Period to make withdrawals as necessary for Customer's EPS Inventory to equal zero (0).

Unless mutually agreed by the Parties, Customer will not have the right to inject or withdraw Gas during the period of time between the Injection Period and the Withdrawal Period.

- 2.2 In order to satisfy Company's higher priority obligations or to meet System needs, Company may interrupt EPS service and Company may require Customer to withdraw all, or any portion of, Customer's EPS Storage Inventory. Company will specify the quantity of Gas required to be withdrawn and the date by which the withdrawal must be completed. Unless Company otherwise agrees, Customer will be required to make ratable withdrawals.
- 2.3 If Customer fails to withdraw its EPS Storage Inventory in accordance with Company's notice in Section 2.2 above, Company may take, free and clear of any adverse claims, title to Customer's EPS Storage Inventory as Customer was instructed to withdraw and will be sold pursuant to an auction held in accordance with GT&C 32.

3. RATES AND CHARGES

Customer will pay rates and charges for service under this Rate Schedule including the rate components described below:

- (a) Enhanced Parking Charge. A charge for each Dth of the MPQ during a given time period, in Customer's HSA.
- (b) Enhanced Parking Injection Charge. A daily usage charge for each Dth of Gas tendered for injection, in Customer's HSA.
- (c) Enhanced Parking Withdrawal Charge. A daily usage charge for each Dth of Gas tendered for withdrawal, in Customer's HSA.
- (d) Fuel Charge. A daily usage charge, either per Dth or in-kind percentage, for each Dth of Gas tendered for injection or withdrawal, in Customer's HSA.
- (e) Regulatory Fees and Charges. Customer will reimburse Company for all fees and charges, as required by Governmental Authority that are related to service provided under this Rate Schedule.
- (f) Taxes. Customer will either pay directly to the taxing authority or reimburse Company for all applicable taxes as may be assessed against Company.
- (g) Other. Other mutually agreeable pricing arrangements that are consistent with the Company's market-based rate authority.

4. INVOICE

Each invoice for service under this Rate Schedule will reflect the applicable rates and charges in this Tariff, EPS Rate Schedule and Customer's HSA.

5. TERM

The term for service under this Rate Schedule will be set forth in Customer's HSA.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

- 6.1 The HSA and the respective obligations of the Parties are subject to all valid laws, orders, rules and regulations of Governmental Authority, and are conditioned upon the issuance, by Governmental Authority for Company to provide the service, to construct and operate the facilities necessary to provide such service and for any interconnected pipeline to deliver Gas to Point(s) of Receipt or receive Gas from Point(s) of Delivery.
- 6.2 Company has the right to propose to a Governmental Authority changes in its rates, charges, and terms of service as it deems necessary, and Customer's HSA will be deemed to include any changes that are made effective pursuant to Governmental Authority without prejudice to Customer's right to protest same; provided that any market-based rates negotiated between the Parties will remain in effect during the term of Customer's HSA, specifying such rates.

7. EXPIRATION OF TERM

- 7.1 Except as provided for herein, if Customer fails to withdraw its EPS Storage Inventory at the end of the Withdrawal Period or at the expiration or termination of the HSA, whichever is earlier, title to any remaining Gas will automatically transfer to Company, free and clear of any adverse claims, and will be sold pursuant to an auction held in accordance with GT&C 32.
- 7.2 If Customer was unable to withdraw its EPS Storage Inventory due to an interruption of withdrawal service by Company during the last ten (10) Days prior to the expiration of the Withdrawal Period or expiration or termination of the HSA, Customer will be allowed to maintain title to the interrupted quantity as long as the interrupted quantity is withdrawn within a period of time equal to the period of interruption.

8. GENERAL TERMS AND CONDITIONS

The GT&C(s) are incorporated by reference and made a part of this Rate Schedule. In the event of any inconsistency, the terms of this Rate Schedule will control.

9. CHANGES TO RECEIPT AND DELIVERY POINTS

Customer has the right, at any time, to request a change in its Point(s) of Receipt or Point(s) of Delivery, provided that Company will not be required to grant the request unless (i) Company determines that it has sufficient available capacity at Point(s) of Receipt or Point(s) of Delivery to accommodate the request; (ii) Company determines that the requested change in Point(s) of Receipt or Point(s) of Delivery will not cause a reduction in Company's ability to provide higher priority service under currently effective Storage Service Agreements; (iii) the service requested will not interfere with the efficient operation of the System; and (iv) the Parties reach agreement as to pricing applicable to Customer's HSA reflecting the change in Point(s) of Receipt or Point(s) of Delivery.

5.8 ELS RATE SCHEDULE – ENHANCED LOAN SERVICE

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any Customer for the purchase of ELS, provided that:
- (a) Company determines that it has sufficient operationally available Interruptible storage, injection, withdrawal, receipt and delivery capacity to provide the service Customer requested;
 - (b) Parties enter into a HSA under this Rate Schedule;
 - (c) Customer accepts responsibility for arranging any upstream or downstream transportation service required for utilization of the service provided under this Rate Schedule;
 - (d) Availability of service under this Rate Schedule is subject to a determination by Company that its performance of the requested service will not cause a reduction in Company's ability to provide higher priority services under currently effective Storage Service Agreements and will not interfere with the efficient operation of the System; and
 - (e) Service under this Rate Schedule may not be available to the extent that Company would be required to construct, modify, expanded, or acquire any facilities to enable Company to perform the requested service.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule applies to service rendered by Company to Customer pursuant to a HSA.

- 2.1 Service under this Rate Schedule consists of the following:
- (a) The advancement to Customer of Gas, and the withdrawal of Gas on any Day during Withdrawal Period, upon nomination and confirmation, up to the MDWQ, subject to the MDDQ and Fuel Charge, and delivery of Gas to Point(s) of Delivery, provided, that Customer's total withdrawals of Gas will not exceed the MLQ;
 - (b) The withdrawal by Customer of sufficient quantities of Gas under Section 2.1(a) above to ensure that Customer's total withdrawals equal the MLQ at the end of the Withdrawal Period; provided that, if withdrawals during the Withdrawal Period are curtailed by Company, Customer will have a period of time equal to the time of curtailment immediately following the Withdrawal Period to make withdrawals as necessary for the total withdrawal of Gas to equal the MLQ;
 - (c) The receipt of Gas on any Day during the Injection Period at Point(s) of Receipt, upon nomination and confirmation, up to the MDIQ, plus fuel, subject to the MDRQ and the injection into storage, provided that Customer's ELS Storage Inventory equals zero (0) at the end of the Injection Period. If injections during the Injection Period are curtailed by Company, Customer will have a period of time equal to the time of curtailment immediately following the Injection Period to make injections as necessary for its ELS Storage Inventory to equal zero (0); and
 - (d) The tender by Customer of sufficient quantities of Gas under Section 2.1(c) to ensure that Customer's ELS Storage Inventory equals zero (0) at the end of the Injection Period.

Unless mutually agreed by the Parties, Customer will not have the right to inject or withdraw Gas during the period of time between the Withdrawal Period and the Injection Period.

- 2.2 In order to satisfy Company's higher priority obligations or to meet System needs, Company may interrupt ELS service and Company may require Customer to replace all, or any portion of, the Gas advanced to Customer. Company will specify the quantity of Gas required to be returned and the date by which the injection must be completed. Unless Company otherwise agrees, Customer will be required to make ratable injections.
- 2.3 If Customer fails to inject Gas to replace Gas advanced by Company in accordance with Company's notice in Section 2.2 above, Company may purchase replacement Gas and Customer will reimburse Company the cost of replacement Gas plus any fee, penalty and other cost incurred by Company or its Customers to secure such replacement Gas, including, but not limited to, third-party marketing fees and transportation by third-party pipeline companies.

3. RATES AND CHARGES

Customer will pay rates and charges for service under this Rate Schedule including the rate components described below:

- (a) Enhanced Loan Charge. A charge for each Dth of the MLQ during a given time period, in Customer's HSA.
- (b) Enhanced Loan Injection Charge. A daily usage charge for each Dth of Gas tendered for injection, in Customer's HSA.
- (c) Enhanced Loan Withdrawal Charge. A daily usage charge for each Dth of Gas tendered for withdrawal, in Customer's HSA.
- (d) Fuel Charge. A daily usage charge, either per Dth or in-kind percentage, for each Dth of Gas tendered for injection or withdrawal, in Customer's HSA.
- (e) Regulatory Fees and Charges. Customer will reimburse Company for all fees and charges, as required by Governmental Authority that are related to service provided under this Rate Schedule.
- (f) Taxes. Customer will either pay directly to the taxing authority or reimburse Company for all applicable taxes as may be assessed against Company.
- (g) Other. Other mutually agreeable pricing arrangements that are consistent with the Company's market-based rate authority.

4. INVOICE

Each invoice for service under this Rate Schedule will reflect the applicable rates and charges in this Tariff, ELS Rate Schedule and Customer's HSA.

5. TERM

The term for service under this Rate Schedule will be set forth in Customer's HSA.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

- 6.1 The HSA and the respective obligations of the Parties are subject to all valid laws, orders, rules and regulations of Governmental Authority and are conditioned upon the issuance, by Governmental

Authority for Company to provide the service, to construct and operate the facilities necessary to provide such service and for any interconnected pipeline to deliver Gas to Point(s) of Receipt or receive Gas from Point(s) of Delivery.

- 6.2 Company has the right to propose to a Governmental Authority changes in its rates, charges, and terms of service as it deems necessary, and Customer's HSA will be deemed to include any changes that are made effective pursuant to Governmental Authority, without prejudice to Customer's right to protest same; provided that any market-based rates negotiated between the Parties will remain in effect during the term of Customer's HSA, specifying such rates.

7. EXPIRATION OF TERM

Except as provided for herein, if Customer fails to inject Gas to replace Gas advanced by Company to Customer at the time set forth in the applicable ELS Exhibit under the HSA or the expiration or termination of the applicable ELS Exhibit under the HSA, whichever is earlier, Company may purchase replacement Gas and Customer will reimburse Company the cost of replacement Gas plus any fee, penalty and other cost incurred by Company or its Customers to secure such replacement Gas, including, but not limited to, third-party marketing fees and transportation by third-party pipeline companies.

8. GENERAL TERMS AND CONDITIONS

The GT&C(s) are incorporated by reference and made a part of this Rate Schedule. In the event of any inconsistency, the terms of this Rate Schedule will control.

9. CHANGES TO RECEIPT AND DELIVERY POINTS

Customer has the right, at any time, to request a change in its Point(s) of Receipt or Point(s) of Delivery, provided that Company will not be required to grant the request unless (i) Company determines that it has sufficient available capacity at Point(s) of Receipt or Point(s) of Delivery to accommodate the request; (ii) Company determines that the requested change in Point(s) of Receipt or Point(s) of Delivery will not cause a reduction in Company's ability to provide higher priority service under currently effective Storage Service Agreements; (iii) the service requested will not interfere with the efficient operation of the System; and (iv) the Parties reach agreement as to pricing applicable to Customer's HSA reflecting the change in Point(s) of Receipt or Point(s) of Delivery.

5.9 EWS RATE SCHEDULE - ENHANCED WHEELING SERVICE

1. AVAILABILITY

1.1 This Rate Schedule is available to any Customer for the purchase of EWS, provided that:

- (a) Company determines that it has sufficient operationally available Interruptible storage, injection, withdrawal, receipt and delivery capacity to provide the service Customer requested;
- (b) Parties enter into a HSA under this Rate Schedule;
- (c) Customer accepts responsibility for arranging any upstream or downstream transportation service required for utilization of the service provided under this Rate Schedule;
- (d) Availability of service under this Rate Schedule is subject to a determination by Company that its performance of the requested service will not cause a reduction in Company's ability to provide higher priority services under currently effective Storage Service Agreements and will not interfere with the efficient operation of the System; and
- (e) Service under this Rate Schedule may not be available to the extent that Company would be required to construct, modify, expanded, or acquire any facilities to enable Company to perform the requested service.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule will apply service rendered by Company to Customer pursuant to a HSA.

2.1 Service under this Rate Schedule consists of the following:

- (a) The receipt of Gas on any Day at Point(s) of Receipt, plus fuel, and redelivery of Gas at Point(s) of Delivery, subject to Fuel Charge, upon nomination and confirmation, up to the MDTQ, subject to the applicable MDRQ and MDDQ.

3. RATES AND CHARGES

Customer will pay rates and charges for service under this Rate Schedule including the rate components described below:

- (a) Enhanced Wheeling Reservation Charge. A charge for each Dth of the MDTQ during a given time period, in Customer's HSA.
- (b) Enhanced Wheeling Charge. A charge for each Dth of Gas during a given time period, in Customer's HSA.
- (c) Enhanced Wheeling Charge. A daily usage charge for each Dth of Gas tendered for wheeling, in Customer's HSA.
- (d) Fuel Charge. A daily usage charge, either per Dth or in-kind percentage, for each Dth of Gas tendered for wheeling, in Customer's HSA.
- (e) Regulatory Fees and Charges. Customer will reimburse Company for all fees and charges, as required by Governmental Authority that are related to service provided under this Rate Schedule.

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- (f) Taxes. Customer will either pay directly to the taxing authority or reimburse Company for all applicable taxes as may be assessed against Company.
 - (g) Other. Other mutually agreeable pricing arrangements that are consistent with the Company's market-based rate authority.
 - (h) Force Majeure Reservation Charge Credits:

- (i) In the event Company is rendered unable, wholly or in part, by reason of an event of Force Majeure, as defined herein, to perform, wholly or in part, any obligation or commitment under Customer's Storage Service Agreement, Company will not be liable to Customer in damages for any act, omission, or consequence occasioned by or in consequence of a Force Majeure event. Company will provide notice and full particulars of such Force Majeure event on its Internet Website within seventy-two (72) hours after the occurrence of the cause relied on, or in such time and manner that is reasonable under the circumstances or conditions, and the obligations of Company will be suspended to the extent that Company's ability to perform such obligations is affected by such Force Majeure event and for the period of such Force Majeure condition, but for no longer period, and such cause will as far as possible be remedied with all reasonable dispatch.
- (ii) In the event Company does not schedule all or any portion of the Customer Nominated Wheeling Quantity on any Day, or such Nominated Wheeling Quantity is scheduled but later curtailed, provided such nominated or scheduled quantity is within Customer's contractual entitlements, Company will provide a credit on Customer's invoice for the relevant Day calculated pursuant to the following formula:

Reservation Charge Credit = EWRC multiplied by CQ

Where:

EWRC = Enhanced Wheeling Reservation Charge

CQ = The amount by which Customer's Nominated Wheeling Quantity exceeds the amount that was actually wheeled by Company. In no event will Customer Nominated Wheeling Quantity exceed the MDRQ, MDDQ and in the aggregate exceed the MDTQ. Customer Nominated Wheeling Quantities do not include quantities reduced as a result of the confirmation process between Company and Transporters, a failure to meet Company's quality and pressure specifications or other conditions caused by Customer that resulted in the curtailment.

Notwithstanding the foregoing, Customer will not be required to provide nomination to Company in order to receive the credit against reservation charges described above when Company has provided notice that no capacity will be available for service through the point(s) of restriction.

- (iii) Customer will not be relieved of its obligation to pay EWS Reservation Charges specified in the applicable Exhibit to Customer's HSA in the event that Company does not schedule or deliver all or any portion of the Nominated Wheeling Quantity. Company will calculate credits against Reservation Charges payable under the applicable Exhibit to Customer's HSA to reflect any reduction in Company's ability to render service provided, that Company will not be required to provide Reservation Charge credits during the first ten (10) Days of curtailment due to an event of Force Majeure declared by Company and; provided further, Company will not be required to provide Reservation Charge credits for

curtailment that is solely the result of Customer's conduct or the result of actions or inactions by Transporters which are not controllable by Company.

4. INVOICE

Each invoice for service under this Rate Schedule will reflect the applicable rates and charges in this Tariff, EWS Rate Schedule and Customer's HSA.

5. TERM

The term for service under this Rate Schedule will be set forth in Customer's HSA.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The HSA and the respective obligations of the Parties are subject to all valid laws, orders, rules and regulations of Governmental Authority, and are conditioned upon the issuance, by Governmental Authority for Company to provide the service, to construct and operate the facilities necessary to provide such service and for any interconnected pipeline to deliver Gas to Point(s) of Receipt or receive Gas from Point(s) of Delivery.

6.2 Company has the right to propose to a Governmental Authority changes in its rates, charges, and terms of service as it deems necessary, and Customer's HSA will be deemed to include any changes that are made effective pursuant to Governmental Authority, without prejudice to Customer's right to protest same; provided that any market-based rates negotiated between the Parties will remain in effect during the term of Customer's HSA, specifying such rates.

7. GENERAL TERMS AND CONDITIONS

The GT&C(s) are incorporated by reference and made a part of this Rate Schedule. In the event of any inconsistency, the terms of this Rate Schedule will control.

8. CHANGES TO RECEIPT AND DELIVERY POINTS

Customer has the right, at any time, to request a change in its Point(s) of Receipt or Point(s) of Delivery, provided that Company will not be required to grant the request unless (i) Company determines that it has sufficient available capacity at Point(s) of Receipt or Point(s) of Delivery to accommodate the request; (ii) Company determines that the requested change in Point(s) of Receipt or Point(s) of Delivery will not cause a reduction in Company's ability to provide higher priority service under currently effective Storage Service Agreements; (iii) the service requested will not interfere with the efficient operation of the System; and (iv) the Parties reach agreement as to pricing applicable to Customer's HSA reflecting the change in Point(s) of Receipt or Point(s) of Delivery.

5.10 ISS RATE SCHEDULE – INTERRUPTIBLE STORAGE SERVICE

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any Customer for the purchase of ISS, provided that:
- (a) Company determines that it has sufficient operationally available Interruptible storage, injection, withdrawal, receipt and delivery capacity to provide the service Customer requested;
 - (b) Parties enter into an ISSA under this Rate Schedule;
 - (c) Customer accepts responsibility for arranging any upstream or downstream transportation service required for utilization of the service provided under this Rate Schedule;
 - (d) Availability of service under this Rate Schedule is subject to a determination by Company that its performance of the requested service will not cause a reduction in Company's ability to provide higher priority services under currently effective Storage Service Agreements and will not interfere with the efficient operation of the System; and
 - (e) Service under this Rate Schedule may not be available to the extent that Company would be required to construct, modify, expanded, or acquire any facilities to enable Company to perform the requested service.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule applies to service rendered by Company to Customer pursuant to an ISSA.

- 2.1 Service under this Rate Schedule consists of the following:
- (a) The receipt of Gas on any Day at Point(s) of Receipt, upon nomination and confirmation, up to the MDIQ, plus fuel, subject to the MDRQ and injection ratchets, and the injection of Gas into storage, provided that Customer's ISS Storage Inventory has not exceeded the MSQ;
 - (b) The storage of Gas up to the MSQ;
 - (c) The withdrawal of Gas from storage on any Day, upon nomination and confirmation, up to the MDWQ, subject to the MDDQ, withdrawal ratchets and Fuel Charge, and delivery of Gas to Point(s) of Delivery, provided that Customer has a quantity of Gas in its ISS Storage Inventory not less than the quantity of Gas Customer nominates for withdrawal on such Day; and
 - (d) The withdrawal of sufficient quantities of Gas under Section 2.1(c) above to ensure that Customer's ISS Storage Inventory equals zero (0) at the expiration or termination of Customer's ISSA.
- 2.2 In order to satisfy Company's higher priority obligations or to meet System needs, Company may interrupt ISS service and Company may require Customer to withdraw all, or any portion of, Customer's ISS Storage Inventory. Company will specify the quantity of Gas required to be withdrawn and the date by which the withdrawal must be completed. Unless Company otherwise agrees, Customer will be required to make ratable withdrawals.

- 2.3 If Customer fails to withdraw its ISS Storage Inventory in accordance with Company's notice in Section 2.2 above, Company may take, free and clear of any adverse claims, title to Customer's ISS Storage Inventory as Customer was instructed to withdraw and will be sold pursuant to an auction held in accordance with GT&C 32.

3. RATES AND CHARGES

Customer will pay rates and charges for service under this Rate Schedule including the rate components described below:

- (a) Interruptible Storage Charge. A charge for each Dth of Gas stored during a given time period, in Customer's ISSA.
- (b) Interruptible Storage Injection Charge. A daily usage charge for each Dth of Gas tendered for injection, in Customer's ISSA.
- (c) Interruptible Storage Withdrawal Charge. A daily usage charge for each Dth of Gas tendered for withdrawal, in Customer's ISSA.
- (d) Fuel Charge. A daily usage charge, either per Dth or in-kind percentage, for each Dth of Gas tendered for injection or withdrawal, in Customer's ISSA.
- (e) Regulatory Fees and Charges. Customer will reimburse Company for all fees and charges, as required by Governmental Authority that are related to service provided under this Rate Schedule.
- (f) Taxes. Customer will either pay directly to the taxing authority or reimburse Company for all applicable taxes as may be assessed against Company.
- (g) Other. Other mutually agreeable pricing arrangements that are consistent with the Company's market-based rate authority.

4. INVOICE

Each invoice for service under this Rate Schedule will reflect the applicable rates and charges in this Tariff, ISS Rate Schedule and Customer's ISSA.

5. TERM

The term for service under this Rate Schedule will be set forth in Customer's ISSA.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

- 6.1 The ISSA and the respective obligations of the Parties are subject to all valid laws, orders, rules and regulations of Governmental Authority, and are conditioned upon the issuance, by Governmental Authority for Company to provide the service, to construct and operate the facilities necessary to provide such service and for any interconnected pipeline to deliver Gas to Point(s) of Receipt or receive Gas from Point(s) of Delivery.
- 6.2 Company has the right to propose to a Governmental Authority changes in its rates, charges, and terms of service as it deems necessary, and Customer's ISSA will be deemed to include any changes that are made effective pursuant to Governmental Authority, without prejudice to Customer's right to protest same; provided that any market-based rates negotiated between the Parties will remain in effect during the term of Customer's ISSA, specifying such rates.

7. EXPIRATION OF TERM

- 7.1 Except as provided herein, upon expiration or termination of Customer's ISSA, title to any Gas remaining in Customer's ISS Storage Inventory will automatically transfer to Company, free and clear of any adverse claims, and will be sold pursuant to an auction held in accordance with GT&C 32.
- 7.2 If Customer was unable to withdraw Gas remaining in its ISS Storage Inventory due to an interruption of withdrawal service by Company on any Day during the last ten (10) Days prior to expiration or termination of Customer's ISSA, Customer will be allowed to maintain title to the interrupted quantity as long as the interrupted quantity is withdrawn within a period of time equal to the period of interruption.

8. STORAGE RATCHETS

Customer's MDIQ and MDWQ may be subject to reduction based on the level of its ISS Storage Inventory.

Customer must choose an injection and withdrawal ratchet from the options listed below. Subject to Company's determination that it has the capability to provide the requested ratchets, Customer's election as to injection and withdrawal ratchets will be set forth in Customer's ISSA.

- 8.1 Injection Ratchets: When Customer's ISS Storage Inventory reaches the levels set forth below, the MDIQ will be multiplied by the following percentages to arrive at the adjusted MDIQ.

	Level of MSQ	MDIQ Multiplier
1.	0% - 40%	100%
	Greater than 40% up to 63%	66.7%
	Greater than 63% up to 75%	33.3%
	Greater than 75% up to 87%	25%
	Greater than 87% up to 100%	17%
2.	0% - 40%	100%
	Greater than 40% up to 65%	50%
	Greater than 65% up to 100%	25%
3.	0% - 40%	100%
	Greater than 40% up to 60%	75%
	Greater than 60% up to 80%	60%
	Greater than 80% up to 100%	40%
4.	0% - 70%	100%
	Greater than 70% up to 100%	25%
5.	0% - 60%	100%
	Greater than 60% up to 80%	80%
	Greater than 80% up to 100%	60%
6.	0% - 80%	100%
	Greater than 80% up to 90%	80%
	Greater than 90% up to 100%	65%
7.	No Injection Ratchets	

- 8.2 Withdrawal Ratchets: When Customer's ISS Storage Inventory reaches the levels set forth below, the MDWQ will be multiplied by the following percentages to arrive at the adjusted MDWQ.

	Level of MSQ	MDWQ Multiplier
1.	100% - 60%	100%
	Less than 60% down to 40%	75%
	Less than 40% down to 20%	60%
	Less than 20% down to 0%	40%
2.	100% - 30%	100%
	Less than 30% down to 0%	25%
3.	100% - 40%	100%
	Less than 40% down to 20%	75%
	Less than 20% down to 0%	50%
4.	100% - 20%	100%
	Less than 20% down to 10%	75%
	Less than 10% down to 0%	50%
5.	No Withdrawal Ratchets	

9. GENERAL TERMS AND CONDITIONS

The GT&C(s) are incorporated by reference and made a part of this Rate Schedule. In the event of any inconsistency, the terms of this Rate Schedule will control.

10. CHANGES TO RECEIPT AND DELIVERY POINTS

Customer has the right, at any time, to request a change in its Point(s) of Receipt or Point(s) of Delivery, provided that Company will not be required to grant the request unless (i) Company determines that it has sufficient available capacity at Point(s) of Receipt or Point(s) of Delivery to accommodate the request; (ii) Company determines that the requested change in Point(s) of Receipt or Point(s) of Delivery will not cause a reduction in Company's ability to provide higher priority service under currently effective Storage Service Agreements; (iii) the service requested will not interfere with the efficient operation of the System; and (iv) the Parties reach agreement as to pricing applicable to Customer's ISSA reflecting the change in Point(s) of Receipt or Point(s) of Delivery.

5.11 IPS RATE SCHEDULE – INTERRUPTIBLE PARKING SERVICE

1. AVAILABILITY

1.1 This Rate Schedule is available to any Customer for the purchase of IPS, provided that:

- (a) Company determines that it has sufficient operationally available Interruptible storage, injection, withdrawal, receipt and delivery capacity to provide the service Customer requested;
- (b) Parties enter into a HSA under this Rate Schedule;
- (c) Customer accepts responsibility for arranging any upstream or downstream transportation service required for utilization of the service provided under this Rate Schedule;
- (d) Availability of service under this Rate Schedule is subject to a determination by Company that its performance of the requested service will not cause a reduction in Company's ability to provide higher priority services under currently effective Storage Service Agreements and will not interfere with the efficient operation of the System; and
- (e) Service under this Rate Schedule may not be available to the extent that Company would be required to construct, modify, expanded, or acquire any facilities to enable Company to perform the requested service.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule applies to service rendered by Company to Customer pursuant to a HSA.

2.1 Service under this Rate Schedule consists of the following:

- (a) The receipt of Gas on any Day during the Injection Period at Point(s) of Receipt, upon nomination and confirmation, up to the MDIQ, plus fuel, subject to the MDRQ, and the injection of Gas into storage, provided that Customer's IPS Storage Inventory has not exceeded the MPQ;
- (b) The tender by Customer of sufficient quantities of Gas under Section 2.1(a) above to ensure that Customer's IPS Storage Inventory equals the MPQ at the end of the Injection Period, provided that, if Customer's injections during the Injection Period are curtailed by Company, Customer will have a period of time equal to the time of curtailment immediately following the Injection Period to make injections as necessary for Customer's IPS Storage Inventory to equal the MPQ;
- (c) The storage of Gas equal to the MPQ;
- (d) The withdrawal of Gas from storage on any Day during the Withdrawal Period, upon nomination and confirmation, up to the MDWQ, subject to the MDDQ and Fuel Charge, and delivery of Gas to Point(s) of Delivery, provided that Customer has a quantity of Gas in Customer's IPS Storage Inventory not less than the quantity of Gas Customer nominates for withdrawal on such Day; and
- (e) The withdrawal of sufficient quantities of Gas under Section 2.1(d) above to ensure that Customer's IPS Storage Inventory equals zero (0) at the end of the Withdrawal Period, provided that, if withdrawals during the Withdrawal Period are curtailed by Company, Customer will have a period of time equal to the time of curtailment immediately following

the Withdrawal Period to make withdrawals as necessary for Customer's IPS Inventory to equal zero (0).

Unless mutually agreed by the Parties, Customer will not have the right to inject or withdraw Gas during the period of time between the Injection Period and the Withdrawal Period.

- 2.2 In order to satisfy Company's higher priority obligations or to meet System needs, Company may interrupt IPS service and Company may require Customer to withdraw all, or any portion of, Customer's IPS Storage Inventory. Company will specify the quantity of Gas required to be withdrawn and the date by which the withdrawal must be completed. Unless Company otherwise agrees, Customer will be required to make ratable withdrawals.
- 2.3 If Customer fails to withdraw its IPS Storage Inventory in accordance with Company's notice in Section 2.2 above, Company may take, free and clear of any adverse claims, title to Customer's IPS Storage Inventory as Customer was instructed to withdraw and will be sold pursuant to an auction held in accordance with GT&C 32.

3. RATES AND CHARGES

Customer will pay rates and charges for service under this Rate Schedule including the rate components described below:

- (a) Interruptible Parking Charge. A charge for each Dth of Gas parked during a given time period, in Customer's HSA.
- (b) Interruptible Parking Injection Charge. A daily usage charge for each Dth of Gas tendered for injection, in Customer's HSA.
- (c) Interruptible Parking Withdrawal Charge. A daily usage charge for each Dth of Gas tendered for withdrawal, in Customer's HSA.
- (d) Fuel Charge. A daily usage charge, either per Dth or in-kind percentage, for each Dth of Gas tendered for injection or withdrawal, in Customer's HSA.
- (e) Regulatory Fees and Charges. Customer will reimburse Company for all fees and charges, as required by Governmental Authority that are related to service provided under this Rate Schedule.
- (f) Taxes. Customer will either pay directly to the taxing authority or reimburse Company for all applicable taxes as may be assessed against Company.
- (g) Other. Other mutually agreeable pricing arrangements that are consistent with the Company's market-based rate authority.

4. INVOICE

Each invoice for service under this Rate Schedule will reflect the applicable rates and charges in this Tariff, IPS Rate Schedule and Customer's HSA.

5. TERM

The term for service under this Rate Schedule will be set forth in Customer's HSA.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

- 6.1 The HSA and the respective obligations of the Parties are subject to all valid laws, orders, rules and regulations of Governmental Authority, and are conditioned upon the issuance, by Governmental Authority for Company to provide the service, to construct and operate the facilities necessary to provide such service and for any interconnected pipeline to deliver Gas to Point(s) of Receipt or receive Gas from Point(s) of Delivery.
- 6.2 Company has the right to propose to a Governmental Authority changes in its rates, charges, and terms of service as it deems necessary, and Customer's HSA will be deemed to include any changes that are made effective pursuant to Governmental Authority without prejudice to Customer's right to protest same; provided that any market-based rates negotiated between the Parties will remain in effect during the term of Customer's HSA, specifying such rates.

7. EXPIRATION OF TERM

- 7.1 Except as provided for herein, if Customer fails to withdraw its IPS Storage Inventory at the end of the Withdrawal Period or at the expiration or termination of the HSA, whichever is earlier, title to any remaining Gas will automatically transfer to Company, free and clear of any adverse claims, and will be sold pursuant to an auction held in accordance with GT&C 32.
- 7.2 If Customer was unable to withdraw its IPS Storage Inventory due to an interruption of withdrawal service by Company during the last ten (10) Days prior to the expiration of the Withdrawal Period or expiration or termination of the HSA, Customer will be allowed to maintain title to the interrupted quantity as long as the interrupted quantity is withdrawn within a period of time equal to the period of interruption.

8. GENERAL TERMS AND CONDITIONS

The GT&C(s) are incorporated by reference and made a part of this Rate Schedule. In the event of any inconsistency, the terms of this Rate Schedule will control.

9. CHANGES TO RECEIPT AND DELIVERY POINTS

Customer has the right, at any time, to request a change in its Point(s) of Receipt or Point(s) of Delivery, provided that Company will not be required to grant the request unless (i) Company determines that it has sufficient available capacity at Point(s) of Receipt or Point(s) of Delivery to accommodate the request; (ii) Company determines that the requested change in Point(s) of Receipt or Point(s) of Delivery will not cause a reduction in Company's ability to provide higher priority service under currently effective Storage Service Agreements; (iii) the service requested will not interfere with the efficient operation of the System; and (iv) the Parties reach agreement as to pricing applicable to Customer's HSA reflecting the change in Point(s) of Receipt or Point(s) of Delivery.

5.12 ILS RATE SCHEDULE – INTERRUPTIBLE LOAN SERVICE

1. AVAILABILITY

1.1 This Rate Schedule is available to any Customer for the purchase of ILS, provided that:

- (a) Company determines that it has sufficient operationally available Interruptible storage, injection, withdrawal, receipt and delivery capacity to provide the service Customer requested;
- (b) Parties enter into a HSA under this Rate Schedule;
- (c) Customer accepts responsibility for arranging any upstream or downstream transportation service required for utilization of the service provided under this Rate Schedule;
- (d) Availability of service under this Rate Schedule is subject to a determination by Company that its performance of the requested service will not cause a reduction in Company's ability to provide higher priority services under currently effective Storage Service Agreements and will not interfere with the efficient operation of the System; and
- (e) Service under this Rate Schedule may not be available to the extent that Company would be required to construct, modify, expanded, or acquire any facilities to enable Company to perform the requested service.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule applies to service rendered by Company to Customer pursuant to a HSA.

2.1 Service under this Rate Schedule consists of the following:

- (a) The advancement to Customer of Gas, and the withdrawal of Gas on any Day during Withdrawal Period, upon nomination and confirmation, up to the MDWQ, subject to the MDDQ and Fuel Charge, and delivery of Gas to Point(s) of Delivery, provided, that Customer's total withdrawals of Gas will not exceed the MLQ;
- (b) The withdrawal by Customer of sufficient quantities of Gas under Section 2.1(a) above to ensure that Customer's total withdrawals equal the MLQ at the end of the Withdrawal Period; provided that, if withdrawals during the Withdrawal Period are curtailed by Company, Customer will have a period of time equal to the time of curtailment immediately following the Withdrawal Period to make withdrawals as necessary for the total withdrawal of Gas to equal the MLQ;
- (c) The receipt of Gas on any Day during the Injection Period at Point(s) of Receipt, upon nomination and confirmation, up to the MDIQ, plus fuel, subject to the MDRQ and the injection into storage, provided that Customer's ILS Storage Inventory equals zero (0) at the end of the Injection Period. If injections during the Injection Period are curtailed by Company, Customer will have a period of time equal to the time of curtailment immediately following the Injection Period to make injections as necessary for its ILS Storage Inventory to equal zero (0); and
- (d) The tender by Customer of sufficient quantities of Gas under Section 2.1(c) to ensure that Customer's ILS Storage Inventory equals zero (0) at the end of the Injection Period.

Unless mutually agreed by the Parties, Customer will not have the right to inject or withdraw Gas during the period of time between the Withdrawal Period and the Injection Period.

- 2.2 In order to satisfy Company's higher priority obligations or to meet System needs, Company may interrupt ILS service and Company may require Customer to replace all, or any portion of, the Gas advanced to Customer. Company will specify the quantity of Gas required to be returned and the date by which the injection must be completed. Unless Company otherwise agrees, Customer will be required to make ratable injections.
- 2.3 If Customer fails to inject Gas to replace Gas advanced by Company in accordance with Company's notice in Section 2.2 above, Company may purchase replacement Gas and Customer will reimburse Company the cost of replacement Gas plus any fee, penalty and other cost incurred by Company or its Customers to secure such replacement Gas, including, but not limited to, third-party marketing fees and transportation by third-party pipeline companies.

3. RATES AND CHARGES

Customer will pay rates and charges for service under this Rate Schedule including the rate components described below:

- (a) Interruptible Loan Charge. A charge for each Dth of Gas loaned during a given time period, in Customer's HSA.
- (b) Interruptible Loan Injection Charge. A daily usage charge for each Dth of Gas tendered for injection, in Customer's HSA.
- (c) Interruptible Loan Withdrawal Charge. A daily usage charge for each Dth of Gas tendered for withdrawal, in Customer's HSA.
- (d) Fuel Charge. A daily usage charge, either per Dth or in-kind percentage, for each Dth of Gas tendered for injection or withdrawal, in Customer's HSA.
- (e) Regulatory Fees and Charges. Customer will reimburse Company for all fees and charges, as required by Governmental Authority that are related to service provided under this Rate Schedule.
- (f) Taxes. Customer will either pay directly to the taxing authority or reimburse Company for all applicable taxes as may be assessed against Company.
- (g) Other. Other mutually agreeable pricing arrangements that are consistent with the Company's market-based rate authority.

4. INVOICE

Each invoice for service under this Rate Schedule will reflect the applicable rates and charges in this Tariff, ILS Rate Schedule and Customer's HSA.

5. TERM

The term for service under this Rate Schedule will be set forth in Customer's HSA.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

- 6.1 The HSA and the respective obligations of the Parties are subject to all valid laws, orders, rules and regulations of Governmental Authority and are conditioned upon the issuance, by Governmental

Authority for Company to provide the service, to construct and operate the facilities necessary to provide such service and for any interconnected pipeline to deliver Gas to Point(s) of Receipt or receive Gas from Point(s) of Delivery.

- 6.2 Company has the right to propose to a Governmental Authority changes in its rates, charges, and terms of service as it deems necessary, and Customer's HSA will be deemed to include any changes that are made effective pursuant to Governmental Authority, without prejudice to Customer's right to protest same; provided that any market-based rates negotiated between the Parties will remain in effect during the term of Customer's HSA, specifying such rates.

7. EXPIRATION OF TERM

Except as provided for herein, if Customer fails to inject Gas to replace Gas advanced by Company to Customer at the time set forth in the applicable ILS Exhibit under the HSA or the expiration or termination of the applicable ILS Exhibit under the HSA, whichever is earlier, Company may purchase replacement Gas and Customer will reimburse Company the cost of replacement Gas plus any fee, penalty and other cost incurred by Company or its Customers to secure such replacement Gas, including, but not limited to, third-party marketing fees and transportation by third-party pipeline companies.

8. GENERAL TERMS AND CONDITIONS

The GT&C(s) are incorporated by reference and made a part of this Rate Schedule. In the event of any inconsistency, the terms of this Rate Schedule will control.

9. CHANGES TO RECEIPT AND DELIVERY POINTS

Customer has the right, at any time, to request a change in its Point(s) of Receipt or Point(s) of Delivery, provided that Company will not be required to grant the request unless (i) Company determines that it has sufficient available capacity at Point(s) of Receipt or Point(s) of Delivery to accommodate the request; (ii) Company determines that the requested change in Point(s) of Receipt or Point(s) of Delivery will not cause a reduction in Company's ability to provide higher priority service under currently effective Storage Service Agreements; (iii) the service requested will not interfere with the efficient operation of the System; and (iv) the Parties reach agreement as to pricing applicable to Customer's HSA reflecting the change in Point(s) of Receipt or Point(s) of Delivery.

5.13 IWS RATE SCHEDULE - INTERRUPTIBLE WHEELING SERVICE

1. AVAILABILITY

1.1 This Rate Schedule is available to any Customer for the purchase of IWS, provided that:

- (a) Company determines that it has sufficient operationally available Interruptible storage, injection, withdrawal, receipt and delivery capacity to provide the service Customer requested;
- (b) Parties enter into a HSA under this Rate Schedule;
- (c) Customer accepts responsibility for arranging any upstream or downstream transportation service required for utilization of the service provided under this Rate Schedule;
- (d) Availability of service under this Rate Schedule is subject to a determination by Company that its performance of the requested service will not cause a reduction in Company's ability to provide higher priority services under currently effective Storage Service Agreements and will not interfere with the efficient operation of the System; and
- (e) Service under this Rate Schedule may not be available to the extent that Company would be required to construct, modify, expanded, or acquire any facilities to enable Company to perform the requested service.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule applies to service rendered by Company to Customer pursuant to a HSA.

2.1 Service under this Rate Schedule consists of the following:

- (a) The receipt of Gas on any Day at Point(s) of Receipt, plus fuel, and redelivery of Gas at Point(s) of Delivery, subject to Fuel Charge, upon nomination and confirmation, up to the MDTQ, subject to the applicable MDRQ and MDDQ.

3. RATES AND CHARGES

Customer will pay rates and charges for service under this Rate Schedule including the rate components described below:

- (a) Interruptible Wheeling Charge. A daily usage charge for each Dth of Gas tendered for wheeling, in Customer's HSA.
- (b) Fuel Charge. A daily usage charge, either per Dth or in-kind percentage, for each Dth of Gas tendered for wheeling, in Customer's HSA.
- (c) Regulatory Fees and Charges. Customer will reimburse Company for all fees and charges, as required by Governmental Authority that are related to service provided under this Rate Schedule.
- (d) Taxes. Customer will either pay directly to the taxing authority or reimburse Company for all applicable taxes as may be assessed against Company.
- (e) Other. Other mutually agreeable pricing arrangements that are consistent with the Company's market-based rate authority.

4. INVOICE

Each invoice for service under this Rate Schedule will reflect the applicable rates and charges in this Tariff, IWS Rate Schedule and Customer's HSA.

5. TERM

The term for service under this Rate Schedule will be set forth in Customer's HSA.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The HSA and the respective obligations of the Parties are subject to all valid laws, orders, rules and regulations of Governmental Authority, and are conditioned upon the issuance, by Governmental Authority for Company to provide the service, to construct and operate the facilities necessary to provide such service and for any interconnected pipeline to deliver Gas to Point(s) of Receipt or receive Gas from Point(s) of Delivery.

6.2 Company has the right to propose to a Governmental Authority changes in its rates, charges, and terms of service as it deems necessary, and Customer's HSA will be deemed to include any changes that are made effective pursuant to Governmental Authority, without prejudice to Customer's right to protest same; provided that any market-based rates negotiated between the Parties will remain in effect during the term of Customer's HSA, specifying such rates.

7. GENERAL TERMS AND CONDITIONS

The GT&C(s) are incorporated by reference and made a part of this Rate Schedule. In the event of any inconsistency, the terms of this Rate Schedule will control.

8. CHANGES TO RECEIPT AND DELIVERY POINTS

Customer has the right, at any time, to request a change in its Point(s) of Receipt or Point(s) of Delivery, provided that Company will not be required to grant the request unless (i) Company determines that it has sufficient available capacity at Point(s) of Receipt or Point(s) of Delivery to accommodate the request; (ii) Company determines that the requested change in Point(s) of Receipt or Point(s) of Delivery will not cause a reduction in Company's ability to provide higher priority service under currently effective Storage Service Agreements; (iii) the service requested will not interfere with the efficient operation of the System; and (iv) the Parties reach agreement as to pricing applicable to Customer's HSA reflecting the change in Point(s) of Receipt or Point(s) of Delivery.

5.14 IBS RATE SCHEDULE - INTERRUPTIBLE BALANCING SERVICE

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any Customer for the purchase of IBS, provided that:
- (a) Company determines that it has sufficient operationally available Interruptible storage, injection, withdrawal, receipt and delivery capacity to provide the service Customer requested;
 - (b) Parties enter into a HSA under this Rate Schedule;
 - (c) Customer accepts responsibility for arranging any upstream or downstream transportation service required for utilization of the service provided under this Rate Schedule;
 - (d) Availability of service under this Rate Schedule is subject to a determination by Company that its performance of the requested service will not cause a reduction in Company's ability to provide higher priority services under currently effective Storage Service Agreements and will not interfere with the efficient operation of the System; and
 - (e) Service under this Rate Schedule may not be available to the extent that Company would be required to construct, modify, expanded, or acquire any facilities to enable Company to perform the requested service.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule applies to service rendered by Company to Customer pursuant to a HSA.

- 2.1 Service under this Rate Schedule consists of the following:
- (a) The receipt of Gas on any Day at Point(s) of Receipt, upon nomination and confirmation, up to the MDIQ, plus fuel, subject to the MDRQ and the injection of Gas into storage, provided that Customer's IBS Storage Inventory has not exceeded the MSQ. For injection, the quantity of Gas injected is the positive difference between (i) the quantity of Gas received at Point(s) of Receipt, and (ii) the quantity of Gas delivered at Point(s) of Delivery.
 - (b) The storage of Gas up to the MSQ or the advancement of Gas to Customer up to the MLQ.
 - (c) The withdrawal of Gas from storage on any Day, upon nomination and confirmation, up to the MDWQ, subject to the MDDQ and Fuel Charge, and delivery of Gas to Point(s) of Delivery, provided that total withdrawals do not exceed the MLQ. For withdrawal the quantity of Gas withdrawn is the negative difference between (i) the quantity of Gas received at Point(s) of Receipt, and (ii) the quantity of Gas delivered at Point(s) of Delivery.
 - (d) The injection of sufficient quantities of Gas under Section 2.1 (a) above or withdrawal of sufficient quantities of Gas under Section 2.1(c) above to ensure that Customer's IBS Storage Inventory equals zero (0) at the expiration or termination of the applicable IBS Exhibit under the HSA.
- 2.2 In order to satisfy Company's higher priority obligations or to meet System needs, Company may interrupt IBS service and Company may require Customer to withdraw all, or any portion of, Customer's IBS Storage Inventory. Company will specify the quantity of Gas required to be withdrawn and the date by which the withdrawal must be completed. Unless Company otherwise agrees, Customer will be required to make ratable withdrawals.

- 2.3 If Customer fails to withdraw its IBS Storage Inventory in accordance with Company's notice in Section 2.2 above, Company may take, free and clear of any adverse claims, title to Customer's IBS Storage Inventory as Customer was instructed to withdraw and will be sold pursuant to an auction held in accordance with GT&C 32.
- 2.4 In order to satisfy Company's higher priority obligations or to meet System needs, Company may interrupt IBS service and Company may require Customer to replace all, or any portion of, the Gas advanced to Customer. Company will specify the quantity of Gas required to be returned and the date by which the injection must be completed. Unless Company otherwise agrees, Customer will be required to make ratable injections.
- 2.5 If Customer fails to inject Gas to replace Gas advanced by Company in accordance with Company's notice in Section 2.4 above, Company may purchase replacement Gas and Customer will reimburse Company the cost of replacement Gas plus any fee, penalty and other cost incurred by Company or its Customers to secure such replacement Gas, including, but not limited to, third-party marketing fees and transportation by third-party pipeline companies.

3. RATES AND CHARGES

Customer will pay rates and charges for service under this Rate Schedule including the rate components described below:

- (a) Interruptible Balancing Charge. A charge for each Dth of the MSQ utilized or a charge for each Dth of the MLQ utilized during a given time period, in Customer's HSA.
- (b) Interruptible Balancing Injection Charge. A daily usage charge for each Dth of Gas tendered for injection, in Customer's HSA.
- (c) Interruptible Balancing Withdrawal Charge. A daily usage charge for each Dth of Gas tendered for withdrawal, in Customer's HSA.
- (d) Fuel Charge. A daily usage charge, either per Dth or in-kind percentage, for each Dth of Gas tendered for injection or withdrawal, in Customer's HSA.
- (e) Regulatory Fees and Charges. Customer will reimburse Company for all fees and charges, as required by Governmental Authority that are related to service provided under this Rate Schedule.
- (f) Taxes. Customer will either pay directly to the taxing authority or reimburse Company for all applicable taxes as may be assessed against Company.
- (g) Other. Other mutually agreeable pricing arrangements that are consistent with the Company's market-based rate authority.

4. INVOICE

Each invoice for service under this Rate Schedule will reflect the applicable rates and charges in this Tariff, IBS Rate Schedule and Customer's HSA.

5. TERM

The term for service under this Rate Schedule will be set forth in Customer's HSA.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

- 6.1 The HSA and the respective obligations of the Parties are subject to all valid laws, orders, rules and regulations of Governmental Authority, and are conditioned upon the issuance, by Governmental Authority for Company to provide the service, to construct and operate the facilities necessary to provide such service and for any interconnected pipeline to deliver Gas to Point(s) of Receipt or receive Gas from Point(s) of Delivery.
- 6.2 Company has the right to propose to a Governmental Authority changes in its rates, charges, and terms of service as it deems necessary, and Customer's HSA will be deemed to include any changes that are made effective pursuant to Governmental Authority without prejudice to Customer's right to protest same; provided that any market-based rates negotiated between the Parties will remain in effect during the term of Customer's HSA, specifying such rates.

7. EXPIRATION OF TERM

- 7.1 Except as provided for herein, if Customer fails to inject Gas to replace Gas advanced by Company to Customer at the time set forth in the applicable IBS Exhibit under the HSA or the expiration or termination of the applicable IBS Exhibit under the HSA, whichever is earlier, Company may purchase replacement Gas and Customer will reimburse Company the cost of replacement Gas plus any fee, penalty and other cost incurred by Company or its Customers to secure such replacement Gas, including, but not limited to, third-party marketing fees and transportation by third-party pipeline companies.
- 7.2 Except as provided herein, upon expiration or termination of Customer's HSA, title to any Gas remaining in Customer's IBS Storage Inventory will automatically transfer to Company, free and clear of any adverse claims, and will be sold pursuant to an auction held in accordance with GT&C 32.
- 7.3 If Customer was unable to withdraw Gas remaining in Customer's IBS Storage Inventory due to an interruption of withdrawal service by Company on any Day during the last ten (10) Days prior to expiration or termination, Customer will be allowed to maintain title to the interrupted quantity as long as the interrupted quantity is withdrawn within a period of time equal to the period of interruption immediately after the HSA has terminated or expired.

8. GENERAL TERMS AND CONDITIONS

The GT&C(s) are incorporated by reference and made a part of this Rate Schedule. In the event of any inconsistency, the terms of this Rate Schedule will control.

9. CHANGES TO RECEIPT AND DELIVERY POINTS

Customer has the right, at any time, to request a change in its Point(s) of Receipt or Point(s) of Delivery, provided that Company will not be required to grant the request unless (i) Company determines that it has sufficient available capacity at Point(s) of Receipt or Point(s) of Delivery to accommodate the request; (ii) Company determines that the requested change in Point(s) of Receipt or Point(s) of Delivery will not cause a reduction in Company's ability to provide higher priority service under currently effective Storage Service Agreements; (iii) the service requested will not interfere with the efficient operation of the System; and (iv) the Parties reach agreement as to pricing applicable to Customer's HSA reflecting the change in Point(s) of Receipt or Point(s) of Delivery.