

EXHIBIT P

TARIFF

FERC GAS TARIFF

ORIGINAL VOLUME NO. 1

of

GOLDEN TRIANGLE STORAGE, INC.

Filed with the

FEDERAL ENERGY REGULATORY COMMISSION

Any communications regarding this Tariff should be addressed

[To Be Determined]

Golden Triangle Storage, Inc.

1200 Smith Street, Suite 900

Houston, Texas 77002

Phone: (832) 397-1740

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FERC GAS TARIFF
ORIGINAL VOLUME NO. 1
OF
GOLDEN TRIANGLE STORAGE, INC.
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PRELIMINARY STATEMENT

This Original Volume No. 1 of the FERC Gas Tariff of Golden Triangle Storage, Inc. ("GTS") contains the Rate Statements, Rate Schedules and General Terms and Conditions applicable to open access storage, parking, wheeling, loaning, imbalance trading and balancing services performed by the Golden Triangle Storage Facility ("GTS") through its facilities located in Jefferson County and Orange County, Texas, pursuant to Rate Schedules FSS, FP, FL, IP, IW, IL, ISS, and IHBS.

GTS will seek from FERC and will charge market-based rates for all of the services performed by GTS. These market-based rates will cover all transportation and/or storage services performed by GTS. GTS does not plan or anticipate charging separate rates (cost-based or otherwise) for transporting natural gas through GTS interconnecting pipelines running between the GTS facility itself and the interstate pipelines with which GTS will connect.

GTS is a Delaware corporation principally engaged in the business of storing and transporting natural gas for use in interstate commerce subject to the jurisdiction of the Federal Energy Regulatory Commission. The GTS facility will connect to the pipeline facilities of the following:

Texas Eastern Transmission, LP ("TETCO")
Golden Pass Pipeline Company, LP ("Golden Pass") (proposed)
Kinder Morgan Texas Pipeline, LP ("Kinder Morgan")
Florida Gas Transmission Company ("FGT")
Energy Transfer Company ("ETC")
Centana Pipeline ("Centana")

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[INSERT MAP OF GTS'S SYSTEM]

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FSS RATE STATEMENT - FIRM STORAGE SERVICE*

	RATE	UNITS
Storage Reservation Charge	Market Based/ Negotiable	\$/Dth/Month

Payment shall be equal to the Storage Reservation Charge specified in Customer's executed Firm Storage Service Agreement multiplied by Customer's Maximum Storage Quantity.

Storage Injection Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Storage Injection Charge specified in Customer's executed Firm Storage Service Agreement multiplied by the Dth quantity tendered to the facility by the Customer during a given Month.

Storage Withdrawal Charge	Market Based/ Negotiable	\$/Dth
---------------------------	-----------------------------	--------

Payment shall be equal to the Storage Withdrawal Charge specified in Customer's executed Firm Storage Service Agreement multiplied by the Dth quantity withdrawn by Customer during a given Month.

Excess Injection Charge	Market Based/ Negotiable	\$/Dth
-------------------------	-----------------------------	--------

Payment shall be equal to the Excess Injection Charge specified in Customer's executed Firm Storage Service Agreement multiplied by the Dth quantity tendered to the facility as Excess Injection Gas by Customer during a given Month.

Excess Withdrawal Charge	Market Based/ Negotiable	\$/Dth
--------------------------	-----------------------------	--------

Payment shall be equal to the Excess Withdrawal Charge specified in Customer's executed Firm Storage Service Agreement multiplied by the Dth quantity withdrawn as Excess Withdrawal by Customer during a given Month.

Fuel Charge	Market Based/ Negotiable	\$/Dth or in kind
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This amount of Gas is to be provided by Customer in kind or in dollars per Dth, on a daily basis as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff or the Customer's executed Firm Storage Service Agreement.

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

* All quantities of Gas are measured in Dekatherms (Dth).

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FP RATE STATEMENT - FIRM PARKING SERVICE*

	RATE	UNITS
Firm Parking Reservation Charge	Market Based/ Negotiable	\$/Dth/Month
Payment shall be equal to the Firm Parking Reservation Charge specified in Customer's executed Firm Parking Service Agreement multiplied by Customer's Maximum Parking Quantity.		
Firm Parking Injection Charge	Market Based/ Negotiable	\$/Dth
Payment shall be equal to the Firm Parking Injection Charge specified in Customer's executed Firm Parking Service Agreement multiplied by the Dth quantity Customer shall have delivered to GTS for injection into storage for each Day during a given Month.		
Firm Parking Withdrawal Charge	Market Based/ Negotiable	\$/Dth
Payment shall be equal to the Firm Parking Withdrawal Charge specified in Customer's executed Firm Parking Service Agreement multiplied by the Dth quantity GTS shall have withdrawn from storage for Customer's account for each Day during a given Month.		
Fuel Charge	Market Based/ Negotiable	In Kind %
This amount of Gas shall be provided by Customer in kind or in dollars per Dth, as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff and the Customer's executed Firm Parking Service Agreement.		

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Firm Parking Service Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

* All quantities of Gas are measured in Dekatherms (Dth).

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FL RATE STATEMENT - FIRM LOAN SERVICE*

	RATE	UNITS
Firm Loan Reservation Charge	Market Based/ Negotiable	\$/Dth/Month
Payment shall be equal to the Firm Loan Reservation Charge specified in Customer's executed Firm Loan Service Agreement multiplied by Customer's Maximum Loan Quantity.		
Firm Loan Injection Charge	Market Based/ Negotiable	\$/Dth
Payment shall be equal to the Firm Loan Injection Charge specified in Customer's executed Firm Loan Service Agreement multiplied by the Dth quantity Customer shall have delivered to GTS for injection into storage for each Day during a given Month.		
Firm Loan Withdrawal Charge	Market Based/ Negotiable	\$/Dth
Payment shall be equal to the Firm Loan Withdrawal Charge specified in Customer's executed Firm Loan Service Agreement multiplied by the Dth quantity GTS shall have withdrawn from storage for Customer's account for each Day during a given Month.		
Fuel Charge	Market Based/ Negotiable	In Kind %
This amount of Gas shall be provided by Customer in kind or in dollars per Dth, as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff and the Customer's executed Firm Loan Service Agreement.		

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Firm Loan Service Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

* All quantities of Gas are measured in Dekatherms (Dth).

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IP RATE STATEMENT - INTERRUPTIBLE PARKING SERVICE*

	RATE	UNITS
Interruptible Parking Charge	Market Based/ Negotiable	\$/Dth/time period Negotiable
Interruptible Parking Injection Charge	Market Based/ Negotiable	\$/Dth/time period Negotiable
Interruptible Parking Withdrawal Charge	Market Based/ Negotiable	\$/Dth/time period Negotiable

Payment shall be equal to the Interruptible Parking Charge multiplied by Customer's Park Balance at the end of each Day, such amounts summed for all Days in a given Month, plus the Interruptible Parking Injection Charge multiplied by the quantity tendered, plus the Interruptible Parking Withdrawal Charge multiplied by the quantity withdrawn, as applicable and specified in Exhibit B of the Customer's Hub Services Agreement.

Fuel Charge	Market Based/ Negotiable	\$/Dth or in kind
-------------	-----------------------------	----------------------

This amount of Gas shall be provided by Customer in kind or in dollars per Dth as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff or Exhibit B of the Customer's Hub Services Agreement.

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

* All quantities of Gas are measured in Dekatherms (Dth).

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IW RATE STATEMENT - INTERRUPTIBLE WHEELING SERVICE*

	RATE	UNITS
Interruptible Wheeling Charge	Market Based/ Negotiable	\$/Dth/Day Negotiable

Payment shall be equal to the Interruptible Wheeling Charge, as specified in Exhibit B of the Customer's Hub Services Agreement, multiplied by the Dth quantity wheeled by Customer during a given invoice period.

Fuel Charge	Market Based/ Negotiable	\$/Dth or in kind
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This amount of Gas shall be provided by Customer in kind or in dollars per Dth as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff or Exhibit B of the Customer's Hub Services Agreement.

* All quantities of Gas are measured in Dekatherms (Dth).

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IL RATE STATEMENT - INTERRUPTIBLE LOAN SERVICE*

	RATE	UNITS
Interruptible Loan Charge	Market Based/ Negotiable	\$/Dth/time period Negotiable
Interruptible Loan Injection Charge	Market Based/ Negotiable Negotiable	\$/Dth/time period
Interruptible Loan Withdrawal Charge	Market Based/ Negotiable Negotiable	\$/Dth/time period

Payment shall be equal to the sum for each Month of the Interruptible Loan Charge multiplied by the Dth quantity of Customer's Loan Balance at the end of each Days, plus the Interruptible Loan Injection Charge multiplied by the quantity tendered, plus the Interruptible Loan Withdrawal Charge multiplied by the quantity withdrawn, as applicable and specified in Exhibit B of the Customer's Hub Services Agreement.

Fuel Charge	Market Based/ Negotiable	\$/Dth or in kind
-------------	-----------------------------	----------------------

This amount of Gas is to be provided by Customer in kind or in dollars per Dth as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff or Exhibit B of the Customer's Hub Services Agreement.

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

* All quantities of Gas are measured in Dekatherms (Dth).

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ISS RATE STATEMENT - INTERRUPTIBLE STORAGE SERVICE*

	RATE	UNITS
Storage Inventory Charge	Market Based/ Negotiable	\$/Dth/Month
Payment shall be equal to the sum for each Month of the Storage Inventory Charge specified in Customer's executed Hub Services Agreement multiplied by the Dth quantity of Customer's Storage Inventory at the end of each Day.		
Storage Injection Charge	Market Based/ Negotiable	\$/Dth
Payment shall be equal to the Storage Injection Charge specified in Customer's Hub Services Agreement multiplied by the Dth quantity Customer shall have delivered to GTS for injection into storage for each Day during a given Month.		
Storage Withdrawal Charge	Market Based/ Negotiable	\$/Dth
Payment shall be equal to the Storage Withdrawal Charge specified in Customer's executed Hub Services Agreement multiplied by the Dth quantity GTS shall have withdrawn from storage for Customer's account for each Day during a given Month.		
Fuel Charge	Market Based/ Negotiable	In Kind %
This amount of Gas shall be provided by Customer in kind or in dollars per Dth, as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff and the Customer's executed Hub Services Agreement.		

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Hub Services Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

* All quantities of Gas are measured in Dekatherms (Dth).

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IHBS RATE STATEMENT - INTERRUPTIBLE HOURLY BALANCING SERVICE*

	RATE	UNITS
Hourly Balancing Charge	Market Based/ Negotiable	\$/Dth
Payment shall be equal to the Hourly Balancing Charge specified in Customer's executed Hub Services Agreement multiplied by the Dth of Customer's hourly balancing quantity, such amounts summed for all hours in a given Month.		
Storage Inventory Charge	Market Based/ Negotiable	\$/Dth
Payment shall be equal to the sum for each Month of Storage Inventory Charge specified in Customer's executed Hub Services Agreement multiplied by the Dth quantity of Customer's Storage Inventory at the end of each Day.		
Storage Injection Charge	Market Based/ Negotiable	\$/Dth
Payment shall be equal to the Storage Injection Charge specified in Customer's executed Hub Services Agreement multiplied by the Dth quantity Customer shall have delivered to GTS for injection into storage for each Day during a given Month.		
Storage Withdrawal Charge	Market Based/ Negotiable	\$/Dth
Payment shall be equal to the Storage Withdrawal Charge specified in Customer's executed Hub Services Agreement multiplied by the Dth quantity GTS shall have withdrawn from storage for Customer's account for each Day during a given Month.		

* All quantities of Gas are measured in Dekatherms (Dth).

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FSS RATE SCHEDULE
FIRM STORAGE SERVICE

1. AVAILABILITY

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

(a) GTS has determined that it has sufficient available and uncommitted firm storage capacity and injection and withdrawal capacity to perform service requested by Customer;

(b) Customer and GTS have executed a Firm Storage Service Agreement under this rate schedule; and

(c) Customer accepts responsibility for arranging any transportation service required for utilization of the storage service provided under this rate schedule.

(d) GTS has determined that service requested hereunder shall not cause a reduction in GTS' ability to provide other firm services.

(e) Service under this rate schedule may not be available to the extent that GTS would be required to construct, modify, expand or acquire any facilities to enable GTS to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule shall apply to all firm storage service rendered by GTS to Customer at GTS' storage facility located in Jefferson County and Orange County, Texas pursuant to an executed Firm Storage Service Agreement.

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

(a) The daily injection of Customer's Gas per Customer's nomination up to Customer's Maximum Daily Injection Quantity ("MDIQ") stated in the executed Firm Storage Service Agreement with Customer, plus fuel to the Point(s) of Receipt located on GTS' system, provided the Customer's Storage Inventory has not exceeded Customer's Maximum Storage Quantity;

(b) The storage of Gas in amounts up to Customer's firm Maximum Storage Quantity;

(c) The daily withdrawal and delivery of Customer's Gas per Customer's nomination up to Customer's Maximum Daily Withdrawal Quantity ("MDWQ") stated in the executed Firm Storage Service Agreement with Customer, to the Point(s) of Delivery located on GTS' system, provided that Customer has sufficient Gas stored in Customer's firm Storage Inventory.

2.2 Provided the receipt of Gas from Customer and the injection of such Gas into storage can be accomplished by GTS without detriment to GTS' facilities and/or GTS' ability to meet its firm obligations to other Customers, GTS may, upon request of Customer and after confirmation by Customer's Transporter, schedule and inject on an Interruptible basis quantities of Gas in excess of Customer's MDIQ, provided that Customer's firm Storage Inventory has not exceeded Customer's Maximum Storage Quantity. Such excess quantities shall be deemed to be "Excess Injection Gas."

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FSS RATE SCHEDULE
FIRM STORAGE SERVICE
(Continued)

2.3 Provided such withdrawal of Gas from storage and delivery of such Gas to Customer can be accomplished by GTS without detriment to GTS' facilities and/or GTS' ability to meet its firm obligations to other Customers, GTS may, upon request of Customer and after confirmation by Customer's Transporter, schedule and withdraw on an Interruptible basis quantities of Gas in excess of Customer's MDWQ, provided that Customer has sufficient Gas stored in Customer's firm Storage inventory. Such excess quantities shall be deemed to be "Excess Withdrawal Gas."

2.4 Customer shall be permitted to combine the firm injection, storage or withdrawal of Gas available under this rate schedule with any service available under any Interruptible rate schedule set forth in this FERC Gas Tariff; provided, however, such combined service shall be subject to Section 5 of the General Terms and Conditions of this FERC Gas Tariff; and, provided, further, that priority for each service shall be determined by the respective priority of that service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

3. RATES AND CHARGES

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

(a) Storage Reservation Charge. A Monthly charge for each Dth of Customer's Maximum Storage Quantity.

(b) Storage Injection Charge. A usage charge for each Dth of Customer's Gas tendered to GTS' facilities pursuant to Section 2.1(a) of this rate schedule during a given Month.

(c) Storage Withdrawal Charge. A usage charge for each Dth of Customer's Gas withdrawn from GTS' facilities pursuant to Section 2.1(c) of this rate schedule during a given Month.

(d) Excess Injection Charge. A usage charge for each Dth of Excess Injection Gas tendered to GTS' facilities pursuant to Section 2.2 of this rate schedule during a given Month.

(e) Excess Withdrawal Charge. A usage charge for each Dth of Excess Withdrawal Gas withdrawn from GTS' facilities pursuant to Section 2.3 of this rate schedule during a given Month.

(f) Fuel Charge. The negotiated charge for fuel and losses determined in accordance with Section 19 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Customer's Firm Storage Service Agreement.

(g) Regulatory Fees and Charges. Customer shall reimburse GTS for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this rate schedule, as set forth in Customer's Firm Storage Service Agreement.

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FSS RATE SCHEDULE
FIRM STORAGE SERVICE
(Continued)

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

4. INVOICE

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

5. TERM

The term for service under this rate schedule shall be as set forth in the executed Firm Storage Service Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

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

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

7. CURTAILMENT

If, due to an emergency situation or when unexpected capacity loss occurs after scheduling, GTS' capability to receive or deliver quantities is impaired so that GTS is unable to receive or deliver the quantities provided for in its Firm Storage Service Agreements with Customers, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

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FSS RATE SCHEDULE
FIRM STORAGE SERVICE
(Continued)

8. EXPIRATION OF TERM

At least ten (10) Business Days prior to the end of the term or any renewed term of the Customer's Firm Storage Service Agreement, GTS shall notify Customer to withdraw all of the FSS Storage Inventory held in storage by GTS for the account of Customer. GTS' notice to Customer may be given verbally, but shall be confirmed in writing via e-mail or facsimile to the Customer. Before the end of the contract term, the Customer must either physically withdraw the Gas or indicate to GTS in writing that it desires to have GTS cash out the Gas on mutually agreeable terms. If, by midnight on the last Day of the contract term, the Customer has neither withdrawn the Gas nor indicated in writing to GTS that it desires to exercise the cash out option, then GTS may take, free and clear of any adverse claims, title to such FSS storage quantities as Customer was required to withdraw or cash out; provided, however, that if Customer was unable to withdraw its FSS Gas quantities due to an interruption of Customer's withdrawal service during the last ten Days before termination, Customer shall be allowed to withdraw its Gas within a reasonable period following the end of the contract term.

In the event that GTS retains and takes title to any of Customer's Gas pursuant to this section, GTS shall dispose of such Gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 33 of the General Terms and Conditions of this FERC Gas Tariff.

9. GENERAL TERMS AND CONDITIONS

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

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FP RATE SCHEDULE
FIRM PARKING SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of firm parking service from GTS, provided that:

(a) GTS has determined that it has sufficient operationally available firm storage capacity, injection and withdrawal capacity to perform the firm parking service Customer has requested;

(b) Customer and GTS have executed a Firm Parking Service Agreement under this Rate Schedule;

(c) Customer accepts responsibility for arranging any transportation service required for utilization of the firm parking service provided under this Rate Schedule;

(d) Availability of service under this Rate Schedule shall be subject to a determination by GTS that its performance of the service requested hereunder shall not cause a reduction in GTS' ability to provide Firm Storage Services under currently effective Storage Service Agreements; and

(e) Service under this Rate Schedule may not be available to the extent that GTS would be required to construct, modify, expand or acquire any facilities to enable GTS to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all firm parking service rendered by GTS to Customer through use of GTS' storage facility located in Jefferson County and Orange County, Texas pursuant to an executed Firm Parking Service Agreement. Firm parking service rendered by GTS to Customer under this Rate Schedule shall consist of:

(a) The receipt on any Day during the Injection Period stated in Customer's executed Firm Parking Service Agreement and injection into storage of Customer's Gas per Customer's nomination up to the Maximum Daily Injection Quantity ("MDIQ") stated in Customer's executed Firm Parking Service Agreement, provided that Customer delivers the nominated quantity plus Fuel Reimbursement to the Point(s) of Receipt, and Customer's Park Balance has not exceeded Customer's Maximum Park Quantity;

(b) The tender by Customer of sufficient quantities of Gas under Section 2.1(a) to ensure that Customer's Park Balance equals Customer's Maximum Park Quantity at the end of the Injection Period, provided that, if Customer's injections during the Injection Period are curtailed by GTS, Customer shall have a reasonable period of time immediately following the Injection Period to make injections as necessary for Customer's Park Balance to equal its Maximum Park Quantity;

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FP RATE SCHEDULE
FIRM PARKING SERVICE
(Continued)

(c) The storage of Gas in amounts up to Customer's Maximum Park Quantity; and

(d) The withdrawal from storage on any Day during the Withdrawal Period stated in Customer's executed Firm Parking Service Agreement and delivery of Customer's Gas per Customer's nomination to the Point(s) of Delivery up to the Maximum Daily Withdrawal Quantity ("MDWQ") as stated in Customer's executed Firm Parking Service Agreement, provided that Customer has a quantity of Gas in Customer's Park Balance not less than the quantity Customer shall have nominated for withdrawal on such Day.

Customer shall 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 shall pay rates and charges for firm parking service under this Rate Schedule including the applicable parking rate components set forth in the FP Rate Statement and as described below:

(a) Firm Parking Reservation Charge. A monthly charge for each Dth of Customer's Maximum Park Quantity.

(b) Firm Parking Injection Charge. A charge for each Dth of Customer's Gas injected into GTS' facilities pursuant to Section 2.1(a) of this Rate Schedule during a given Month.

(c) Firm Parking Withdrawal Charge. A charge for each Dth of Customer's Gas withdrawn from GTS' facilities pursuant to Section 2.1(d) of this Rate Schedule during a given Month.

(d) Fuel Charge. A negotiated charge for the amount of Gas for fuel and losses determined in accordance with Section 19 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Customer's Firm Parking Service Agreement.

(e) Regulatory Fees and Charges. Customer shall reimburse GTS for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Customer's Firm Parking Service Agreement.

(f) Taxes. Customer shall reimburse GTS for all applicable taxes as may be assessed GTS, as set forth in Section 15 of the General Terms and Conditions of this FERC Gas Tariff and in Customer's Firm Parking Service Agreement.

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FP RATE SCHEDULE
FIRM PARKING SERVICE
(Continued)

4. INVOICE

Each invoice for firm parking service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule at rates and terms set forth in Customer's Firm Parking Service Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in Customer's Firm Parking Service Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

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

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

7. CURTAILMENT

If, due to an emergency situation or when unexpected capacity loss occurs after scheduling, GTS' capability to receive or deliver quantities is impaired so that GTS is unable to receive or deliver the quantities provided for in its Storage Service Agreements for Firm Storage Services with Customers, then capacity, withdrawals, and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

Issued by:
Issued on:

Effective:

FP RATE SCHEDULE
FIRM PARKING SERVICE
(Continued)

8. EXPIRATION OF TERM

At least ten (10) Business Days prior to the end of the term of the Customer's Firm Parking Services Agreement, GTS shall notify Customer to withdraw all of the FP Storage Inventory held in storage by GTS for the account of Customer. GTS' notice to Customer may be given verbally, but shall be confirmed in writing via e-mail or facsimile to the Customer. Before the end of the contact term, the Customer must either physically withdraw the Gas or indicate to GTS in writing that it desires to have GTS cash out the Gas on mutually agreeable terms. If, by midnight on the last Day of the contract term, the Customer has neither withdrawn the Gas nor indicated in writing to GTS that it desires to exercise the cash out option, then GTS may take, free and clear of any adverse claims, title to such FP storage quantities as Customer was required to withdraw or cash out; provided, however, that if Customer was unable to withdraw its FP Gas quantities due to an interruption of Customer's withdrawal service during the last ten Days before termination, Customer shall be allowed to withdraw its Gas within a reasonable period following the end of the contract term.

In the event that GTS retains and takes title to any of Customer's Gas pursuant to this section, GTS shall dispose of such Gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 33 of the General Terms and Conditions of this FERC Gas Tariff.

9. GENERAL TERMS AND CONDITIONS

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

Issued by:
Issued on:

Effective:

FL RATE SCHEDULE
FIRM LOAN SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of firm loan service from GTS, provided that:

(a) GTS has determined that it has sufficient operationally available firm storage capacity, injection and withdrawal capacity to perform the firm loan service Customer has requested;

(b) Customer and GTS have executed a Firm Loan Service Agreement under this Rate Schedule;

(c) Customer accepts responsibility for arranging any transportation service required for utilization of the firm loan service provided under this Rate Schedule;

(d) Availability of service under this Rate Schedule shall be subject to a determination by GTS that its performance of the service requested hereunder shall not cause a reduction in GTS' ability to provide Firm Storage Services under currently effective Storage Service Agreements; and

(e) Service under this Rate Schedule may not be available to the extent that GTS would be required to construct, modify, expand or acquire any facilities to enable GTS to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all firm loan service rendered by GTS to Customer through use of GTS' storage facility located in Jefferson County and Orange County, Texas pursuant to an executed Firm Loan Service Agreement. Firm loan service rendered by GTS to Customer under this Rate Schedule shall consist of:

(a) The withdrawal from storage on any Day during the Withdrawal Period stated in Customer's executed Firm Loan Service Agreement and delivery of Gas to the Point(s) of Delivery, upon nomination and confirmation, of daily quantities of Gas up to the Maximum Daily Withdrawal Quantity ("MDWQ"), as stated in Customer's executed Firm Loan Service Agreement, provided that Customer's total withdrawals shall not exceed its Maximum Loan Quantity;

(b) The withdrawal by Customer of sufficient quantities of Gas under Section 2.1(a) to ensure that Customer's Loan Balance equals Customer's Maximum Loan Quantity at the end of the Withdrawal Period; provided that, if Customer's withdrawals during the Withdrawal Period are curtailed by GTS, Customer shall have a reasonable period of time immediately following the Withdrawal Period to make withdrawals as necessary for Customer's Loan Balance to equal its Maximum Loan Quantity;

Issued by:
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Effective:

FL RATE SCHEDULE
FIRM LOAN SERVICE
(Continued)

(c) The receipt on any Day during the Injection Period stated in Customer's executed Firm Loan Service Agreement and injection into storage of Customer's Gas per Customer's nomination up to the Maximum Daily Injection Quantity ("MDIQ") stated in Customer's executed Firm Loan Service Agreement, provided that Customer delivers the nominated quantity plus Fuel Reimbursement to the Point(s) of Receipt, and Customer's total injections may not exceed Customer's Maximum Loan Quantity; and

(d) The tender by Customer of sufficient quantities of Gas under Section 2.1(c) to ensure that Customer's Loan Balance equals zero (0) at the end of the Injection Period.

(e) Customer shall not have the right to inject or withdraw Gas during the period of time between the Withdrawal Period and the Injection Period.

2.2 If Customer fails to replace or replenish Gas advanced by GTS to Customer under this Rate Schedule at the agreed upon time, GTS may purchase replacement Gas and Customer shall pay GTS the cost of the replacement Gas, which shall include the actual cost of replacement supplies and any costs or penalties incurred by GTS or its Customers as a result of Customer's failure to deliver replacement Gas, plus all other costs incurred by GTS to secure such replacement Gas, including, but not limited to, third-party marketing fees, transportation by third-party pipeline companies, and all other costs for securing replacement Gas.

3. RATES AND CHARGES

Customer shall pay rates and charges for firm loan service under this Rate Schedule including the applicable loan rate components set forth in the FL Rate Statement and as described below:

(a) Firm Loan Reservation Charge. A monthly charge for each Dth of Customer's Maximum Loan Quantity.

(b) Firm Loan Injection Charge. A charge for each Dth of Gas injected into GTS' facilities pursuant to Section 2.1(c) of this Rate Schedule.

(c) Firm Loan Withdrawal Charge. A charge for each Dth of Gas withdrawn from GTS' facilities pursuant to Section 2.1(a) of this Rate Schedule.

(d) Fuel Charge. A negotiated charge for the amount of Gas for fuel and losses determined in accordance with Section 19 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Customer's Firm Loan Service Agreement.

Issued by:
Issued on:

Effective:

FL RATE SCHEDULE
FIRM LOAN SERVICE
(Continued)

(e) Regulatory Fees and Charges. Customer shall reimburse GTS for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Customer's Firm Loan Service Agreement.

(f) Taxes. Customer shall reimburse GTS for all applicable taxes as may be assessed GTS, as set forth in Section 15 of the General Terms and Conditions of this FERC Gas Tariff and in Customer's Firm Loan Service Agreement.

4. INVOICE

Each invoice for firm loan service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule at rates and terms set forth in Customer's Firm Loan Service Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in the Customer's Firm Loan Service Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

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

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

Issued by:
Issued on:

Effective:

FL RATE SCHEDULE
FIRM LOAN SERVICE
(Continued)

7. CURTAILMENT

If, due to an emergency situation or when unexpected capacity loss occurs after scheduling, GTS' capability to receive or deliver quantities is impaired so that GTS is unable to receive or deliver the quantities provided for in its Storage Service Agreements with Customers for Firm Storage Services, then capacity, withdrawals, and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

8. GENERAL TERMS AND CONDITIONS

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

Issued by:
Issued on:

Effective:

IP RATE SCHEDULE
INTERRUPTIBLE PARKING SERVICE

1. AVAILABILITY

This rate schedule is available to any Customer for the purchase of Interruptible parking service from GTS, provided that:

(a) GTS has determined that it has sufficient operationally available storage capacity, injection or withdrawal capacity to perform the parking service requested by Customer;

(b) GTS has determined that the parking service requested by Customer will not interfere with efficient operation of its system or with Higher Priority Services;

(c) Customer and GTS have executed a Hub Services Agreement under this rate schedule;

(d) Customer accepts responsibility for arranging any transportation service required for utilization of the parking service provided under this rate schedule; and

(e) Service under this rate schedule may not be available to the extent that GTS would be required to construct, modify, expand or acquire any facilities to enable GTS to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule shall apply to all Interruptible parking service rendered by GTS to Customer at GTS' storage facility located in Jefferson County and Orange County, Texas pursuant to an executed Hub Services Agreement. Interruptible parking service rendered by GTS to Customer under this rate schedule shall consist of the injection, storage, and withdrawal and delivery of Customer's Gas, on an Interruptible basis, by GTS. Service under this rate schedule includes:

(a) The daily injection of Customer's Gas per Customer's nomination up to the Maximum Daily Injection Quantity ("MDIQ") stated in Exhibit B of the Hub Services Agreement with Customer, provided that all Higher Priority Service nominations for injection have been satisfied, Customer's Park Quantity is less than the Maximum Park Quantity set forth in Exhibit B of the Hub Services Agreement, Customer delivers the nominated quantity plus Fuel Reimbursement to the Point(s) of Receipt located on GTS' system, and Customer's Park Balance has not exceeded Customer's Maximum Park Quantity;

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IP RATE SCHEDULE
INTERRUPTIBLE PARKING SERVICE
(Continued)

(b) The storage of Gas in amounts up to Customer's Maximum Park Quantity provided that all Higher Priority Service storage needs have been satisfied; and

(c) The daily withdrawal and delivery of Customer's Gas per Customer's nomination to the Point(s) of Delivery located on GTS' system up to Customer's Maximum Daily Withdrawal Quantity ("MDWQ") stated in Exhibit B of the Hub Services Agreement with Customer, provided that all Higher Priority Service nominations or withdrawal have been satisfied, and that Customer has sufficient Gas stored in Customer's Park Balance.

To the extent storage capacity which is being utilized by an Interruptible Customer hereunder is needed by GTS in order to satisfy GTS' obligations to Higher Priority Services, GTS shall require Customer to withdraw all, or any portion of, the IP Gas quantities held in storage by GTS for the account of Customer as specified by GTS. Unless GTS otherwise agrees, Customer shall be required to make ratable withdrawals. If Customer fails to withdraw such IP Park Balance, then GTS may take, free and clear of any adverse claims, title to such IP Park Balance as Customer was instructed to withdraw. GTS' notice to Customer may be given verbally, but shall be confirmed in writing via e-mail or facsimile to the Customer.

In the event that GTS retains and takes title to any of Customer's Gas pursuant to this section, GTS shall dispose of such Gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 33 of the General Terms and Conditions of this FERC Gas Tariff. Customer shall be permitted to combine the Interruptible injection, storage, or withdrawal and delivery of Gas available under this rate schedule with any service available under any other rate schedule set forth in this FERC Gas Tariff; provided, however, such combined services shall be subject to Section 5 of the General Terms and Conditions of this FERC Gas Tariff; and, provided, further, that priority for each service shall be determined by the respective priority of that service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

3. RATES AND CHARGES

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

(a) Interruptible Parking Charge. A charge for each Dth of Customer's Maximum Park Quantity specified in Exhibit B of the Hub Services Agreement.

Issued by:
Issued on:

Effective:

IP RATE SCHEDULE
INTERRUPTIBLE PARKING SERVICE
(Continued)

(b) Interruptible Parking Injection Charge. A charge for each Dth of Customer's Gas tendered to GTS' facilities pursuant to Section 2(a) of this rate schedule during a given invoice period.

(c) Interruptible Parking Withdrawal Charge. A charge for each Dth of Customer's Gas withdrawn from GTS' facilities pursuant to Section 2(c) of this rate schedule during a given invoice period.

(d) Fuel Charge. A negotiated charge for the amount of Gas for fuel and losses determined in accordance with Section 19 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Exhibit B of Customer's Hub Services Agreement.

(e) Regulatory Fees and Charges. Customer shall reimburse GTS for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this rate schedule, as set forth in Customer's Hub Services Agreement.

(f) Taxes. Customer shall reimburse GTS for all applicable taxes as may be assessed GTS, as set forth in Exhibit B of Customer's Hub Services Agreement.

4. INVOICE

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

5. TERM

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

6. AUTHORIZATION, RATES, TERMS AND CHANGES

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

Issued by:
Issued on:

Effective:

IP RATE SCHEDULE
INTERRUPTIBLE PARKING SERVICE
(Continued)

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

7. CURTAILMENT

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

8. EXPIRATION OF TERM

At least ten (10) Business Days prior to the end of the term as specified in Exhibit B of Customer's Hub Services Agreement, GTS shall notify Customer to withdraw all of the IP Gas quantities held in storage by GTS for the account of Customer; provided, however, any Exhibit B of Customer's Hub Services Agreement that has a term of ten (10) Business Days or less shall not require such foregoing notice but shall be deemed to have been given upon the first Day of the primary term or there renewed term of such Hub Services Agreement. GTS' notice to Customer may be given verbally, but shall be confirmed in writing via e-mail or facsimile to the Customer. Before the end of the term of Exhibit B of Customer's Hub Services Agreement, the Customer must either physically withdraw Gas or indicate to GTS in writing that it desires to have GTS cash out the Gas on mutually agreeable terms. If, by midnight on the last Day of the term of Exhibit B of Customer's Hub Services Agreement, the Customer neither has withdrawn the Gas nor indicated in writing to GTS that it desires to exercise the cash out option, then GTS may take, free and clear of any adverse claims, title to such IP Park Balance as Customer was required to withdraw or cash out; provided, however, that if Customer was unable to withdraw its IP Park Balance due to an interruption of Customer's withdrawal service during the last ten Days before termination, Customer shall be allowed to withdraw its Gas within a reasonable period following the end of the contract term.

In the event that GTS retains and takes title to any of Customer's Gas pursuant to this section, GTS shall dispose of such Gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 33 of the General Terms and Conditions of this FERC Gas Tariff.

9. GENERAL TERMS AND CONDITIONS

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

Issued by:
Issued on:

Effective:

IW RATE SCHEDULE
INTERRUPTIBLE WHEELING SERVICE

1. AVAILABILITY

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

(a) GTS has determined that it has sufficient operationally available Interruptible wheeling, receipt and delivery capacity to perform service requested by Customer;

(b) GTS has determined that service requested by Customer will not interfere with efficient operation of its system or with Higher Priority Services;

(c) Customer and GTS have executed a Hub Services Agreement under this rate schedule;

(d) Customer accepts responsibility for arranging any upstream and/or downstream transportation service required for utilization of the wheeling service provided under this rate schedule; and

(e) Service under this rate schedule may not be available to the extent that GTS would be required to construct, modify, expand or acquire any facilities to enable GTS to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule shall apply to all Interruptible wheeling service rendered by GTS to Customer at GTS' storage facility located in Jefferson County and Orange County, Texas pursuant to an executed Hub Services Agreement.

Interruptible wheeling service rendered by GTS to Customer under this rate schedule shall consist of the transportation of Gas, on an Interruptible basis, by GTS for Customer on GTS' system between agreed upon Point(s) of Receipt and Point(s) of Delivery.

GTS shall, on an Interruptible basis, receive for Customer at Point(s) of Receipt located on GTS' system and shall transport and deliver at the Point(s) of Delivery located on GTS' system daily quantities of Gas up to Customer's Interruptible Maximum Daily Wheeling Quantity; provided, however, GTS shall not be obligated to receive, transport and/or deliver quantities of Gas on any Day in excess of the quantity nominated and scheduled for that Day.

Issued by:
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Effective:

IW RATE SCHEDULE
INTERRUPTIBLE WHEELING SERVICE
(Continued)

Customer shall be permitted to combine the Interruptible wheeling service available under this rate schedule with any service available under any other rate schedule set forth in this FERC Gas Tariff; provided, however, such combined service shall be subject to Section 5 of the General Terms and Conditions of this FERC Gas Tariff; and, provided, further, that priority for each service shall be determined by the respective priority of that service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

The transportation of Gas in amounts up to the Customer's Maximum Daily Wheeling Quantity, as specified in Exhibit B of the Customer's Hub Services Agreement, shall be available only in the event that all Higher Priority Service needs have been satisfied.

3. RATES AND CHARGES

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

(a) Interruptible Wheeling Charge. A charge for each Dth wheeled by GTS.

(b) Fuel Charge. A negotiated charge for the amount of Gas for fuel and losses determined in accordance with Section 19 of this FERC Gas Tariff and as set forth in Exhibit B of Customer's Hub Services Agreement.

(c) Regulatory Fees and Charges. Customer shall reimburse GTS for all fees and charges as required by the Commission or any other regulatory body, that are related to service provided under this rate schedule, as set forth in the Hub Services Agreement.

(d) Taxes. Customer shall reimburse GTS for all applicable taxes as may be assessed, as set forth in Exhibit B of the Hub Services Agreement.

Issued by:
Issued on:

Effective:

IW RATE SCHEDULE
INTERRUPTIBLE WHEELING SERVICE
(Continued)

4. INVOICE

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

5. TERM

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

6. AUTHORIZATION, RATES, TERMS AND CHANGES

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

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

7. CURTAILMENT

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

8. GENERAL TERMS AND CONDITIONS

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

Issued by:
Issued on:

Effective:

IL RATE SCHEDULE
INTERRUPTIBLE LOAN SERVICE

1. AVAILABILITY

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

(a) GTS has determined that it has sufficient operationally available storage capacity, injection or withdrawal capacity to perform service requested by Customer;

(b) GTS has determined that service requested by Customer will not interfere with efficient operation of its system or with Higher Priority Services;

(c) Customer and GTS have executed a Hub Services Agreement under this rate schedule;

(d) Customer accepts responsibility for arranging any transportation service required for utilization of the loan service provided under this rate schedule; and

(e) Service under this rate schedule may not be available to the extent that GTS would be required to construct, modify, expand or acquire any facilities to enable GTS to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule shall apply to all Interruptible loan service rendered by GTS to Customer at GTS' storage facility located in Jefferson County and Orange County, Texas pursuant to an executed Hub Services Agreement.

Interruptible loan service rendered by GTS to Customer under this rate schedule shall consist of the advancement to Customer, upon nomination and subsequent confirmation, of daily quantities of Gas in storage up to Customer's Maximum Daily Withdrawal Quantity ("MDWQ") stated in Exhibit B of the Hub Services Agreement with Customer, provided that all Higher Priority Service nominations for withdrawal have been satisfied and system needs allow. Customer agrees to replace the borrowed quantities of Gas to GTS at a time to be agreed upon as set forth in Exhibit B of the Hub Services Agreement. If Customer fails to replace or replenish Gas advanced by GTS to Customer under this rate schedule at the agreed upon time, GTS may purchase replacement Gas and Customer shall pay GTS the cost of the replacement Gas, which includes the actual cost of replacement supplies and any costs or penalties incurred by GTS or its Customers as a result of Customer's failure to deliver replacement Gas, plus all other costs incurred by GTS to secure such replacement Gas, including, but not limited to, third-party marketing fees, transportation by third-party pipeline companies, and all other costs for securing replacement Gas.

Issued by:
Issued on:

Effective:

IL RATE SCHEDULE
INTERRUPTIBLE LOAN SERVICE
(Continued)

To the extent gas that GTS advances to an Interruptible Customer hereunder is needed by GTS in order to satisfy GTS' obligations to Higher Priority Services or to meet system needs, GTS may at its sole discretion and upon giving notice to Customer, interrupt the continuation of any or all services hereunder and require Customer to replace or replenish all, or any portion, of the IL Gas quantities borrowed by Customer at a time to be agreed upon. Unless GTS otherwise agrees, Customer shall be required to make ratable injections. If Customer fails to replace or replenish borrowed Gas to GTS at the agreed upon time, GTS may purchase replacement Gas and Customer shall pay GTS the cost of the replacement Gas, which includes the actual cost of replacement supplies and any costs or penalties incurred by GTS or its Customers as a result of Customer's failure to deliver replacement Gas, plus all other costs incurred by GTS to secure such replacement Gas, including, but not limited to, third-party marketing fees, transportation by third-party pipeline companies, and all other costs for securing replacement Gas.

Customer shall be permitted to combine the Interruptible loan service available under this rate schedule with any service available under any other rate schedule set forth in this FERC Gas Tariff; provided, however, such combined services shall be subject to Section 5 of the General Terms and Conditions of this FERC Gas Tariff; and, provided, further, that priority for each service shall be determined by the respective priority of that service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

3. RATES AND CHARGES

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

(a) Interruptible Loan Charge. A charge for each Dth of Customer's Loan Balance at the end of each Day, for each day during a given Month.

(b) Interruptible Loan Injection Charge. A charge for each Dth of Gas tendered to GTS' facilities pursuant to Section 2 of this rate schedule.

(c) Interruptible Loan Withdrawal Charge. A charge for each Dth of Gas withdrawn from GTS' facilities pursuant to Section 2 of this rate schedule.

(d) Fuel Charge. A negotiated charge for the amount of Gas for fuel and losses determined in accordance with Section 19 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Exhibit B of Customer's Hub Services Agreement.

(e) Regulatory Fees and Charges. Customer shall reimburse GTS for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this rate schedule, as set forth in the Hub Services Agreement.

(f) Taxes. Customer shall reimburse GTS for all applicable taxes as may be assessed GTS, as set forth in Exhibit B of the Hub Services Agreement.

Issued by:
Issued on:

Effective:

IL RATE SCHEDULE
INTERRUPTIBLE LOAN SERVICE
(Continued)

4. INVOICE

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

5. TERM

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

6. AUTHORIZATION, RATES, TERMS AND CHANGES

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

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

7. CURTAILMENT

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

8. GENERAL TERMS AND CONDITIONS

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

Issued by:
Issued on:

Effective:

ISS RATE SCHEDULE
INTERRUPTIBLE STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of Interruptible Gas storage service from GTS, provided that:

(a) GTS has determined that it has sufficient operationally available and uncommitted Interruptible storage capacity and injection and withdrawal capacity to perform the service Customer has requested;

(b) Customer and GTS have executed a Hub Services Agreement under this Rate Schedule;

(c) Customer accepts responsibility for arranging any transportation service required for utilization of the storage service provided under this Rate Schedule;

(d) Availability of service under this Rate Schedule shall be subject to a determination by GTS that its performance of the service requested hereunder shall not cause a reduction in GTS' current or future ability to provide Firm Storage Services under currently effective or potential Storage Service Agreements; and

(e) Service under this Rate Schedule may not be available to the extent that GTS would be required to construct, modify, expand or acquire any facilities to enable GTS to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Interruptible storage service rendered by GTS to Customer through use of GTS' storage facility located in Jefferson County and Orange County, Texas pursuant to an executed Hub Services Agreement.

2.1 Interruptible storage service rendered to Customer under this Rate Schedule shall consist of:

(a) The receipt on any Day of Customer's Gas per Customer's nomination up to Customer's Maximum Daily Injection Quantity ("MDIQ") as stated in the executed Hub Services Agreement, plus Fuel Reimbursement, at the Point(s) of Receipt and the injection of Gas so received into storage, provided that all Firm Storage Service nominations for injections have been satisfied and Customer's Storage Inventory has not exceeded Customer's Maximum Storage Quantity;

(b) The storage of Gas in amounts up to Customer's Interruptible Maximum Storage Quantity, as stated in the executed Hub Services Agreement, provided that all Firm Storage Service requests to utilize Storage Inventory have been satisfied; and

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ISS RATE SCHEDULE
INTERRUPTIBLE STORAGE SERVICE
(Continued)

(c) The withdrawal from storage on any Day of Customer's Gas per Customer's nomination up to Customer's Maximum Daily Withdrawal Quantity ("MDWQ") as stated in the executed Hub Services Agreement and the delivery of such Gas to the Point(s) of Delivery, provided that all Firm Storage Service nominations for withdrawal have been satisfied and Customer has a quantity of Gas in Customer's Interruptible Storage Inventory not less than the quantity Customer shall have nominated for withdrawal on such Day.

2.2 To the extent Interruptible storage capacity which is being utilized by an Interruptible Customer hereunder is needed by GTS in order to satisfy GTS' obligations to Firm Storage Service Customers, GTS shall require Customer to withdraw all, or any portion of, the ISS Gas quantities held in storage by GTS for the account of Customer as specified by GTS. Unless GTS otherwise agrees, Customer shall be required to make ratable withdrawals. If Customer fails to withdraw such ISS Gas from storage, GTS may take, free and clear of any adverse claims, title to such ISS Storage Inventory as Customer was instructed to withdraw. GTS' notice to Customer may be given orally, but shall be confirmed in writing via e-mail or facsimile to the Customer.

In the event that GTS retains and takes title to any of Customer's Gas pursuant to this Section, GTS shall credit the value of such gas, net of any costs incurred by GTS to take title to and/or resell such Gas, in accordance with the provisions of Section 32 of the General Terms and Conditions of this FERC Gas Tariff.

In the event GTS needs to require Customer to withdraw its Gas from storage pursuant to this Section, GTS shall provide day-ahead notice to Customer that it must withdraw Gas at its MDWQ during the next Gas Day. GTS shall repeat this notice on a daily basis until all of Customer's Gas is withdrawn from storage or until the circumstances necessitating interruption are alleviated. In the event Customer makes a timely nomination in response to a notification by GTS pursuant to this paragraph, Customer's obligation to comply with that notification shall be tolled until such time as GTS' operational conditions allow GTS to schedule the nomination.

3. RATES AND CHARGES

Customer shall pay rates and charges for Interruptible storage service under this Rate Schedule including the applicable storage rate components set forth in the ISS Rate Statement and as described below:

(a) Storage Inventory Charge. A usage charge for each Dth of Gas in Customer's Storage Inventory pursuant to Section 2.1(b) of this Rate Schedule at the end of each Day, for each Day during a given Month.

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(b) Storage Injection Charge. A usage charge for each Dth of Customer's Gas injected into GTS' facilities pursuant to Section 2.1(a) of this Rate Schedule.

(c) Storage Withdrawal Charge. A usage charge for each Dth of Customer's Gas withdrawn from GTS' facilities pursuant to Section 2.1(c) of this Rate Schedule.

(d) Fuel Charge. A negotiated charge for the amount of Gas for fuel and losses determined in accordance with Section 19 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Customer's Hub Services Agreement.

(e) Regulatory Fees and Charges. Customer shall reimburse GTS for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Customer's Hub Services Agreement.

(f) Taxes. Customer shall reimburse GTS for all applicable taxes as may be assessed GTS, as set forth in Section 15 of the General Terms and Conditions of this FERC Gas Tariff and in Customer's Hub Services Agreement.

4. INVOICE

Each invoice for Interruptible storage service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule, at rates set forth in Customer's Hub Services Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in the executed IHub Services Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

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

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(Continued)

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

7. CURTAILMENT

If, due to any cause whatsoever, GTS' capability to receive or deliver quantities of Gas is impaired so that GTS is unable to receive or deliver the quantities provided for in its Storage Service Agreements with Customers for Interruptible services, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

8. EXPIRATION OF TERM

At least ten (10) Business Days prior to the end of the term as specified in Exhibit B of Customer's Hub Services Agreement, GTS shall notify Customer to withdraw all of the ISS Gas quantities held in storage by GTS for the account of Customer; provided, however, any Exhibit B of Customer's Hub Services Agreement that has a term of ten (10) Business Days or less shall not require such foregoing notice but shall be deemed to have been given upon the first Day of the primary term or there renewed term of such Hub Services Agreement. GTS' notice to Customer may be given verbally, but shall be confirmed in writing via e-mail or facsimile to the Customer. Before the end of the term of Exhibit B of Customer's Hub Services Agreement, the Customer must either physically withdraw Gas or indicate to GTS in writing that it desires to have GTS cash out the Gas on mutually agreeable terms. If, by midnight on the last Day of the term of Exhibit B of Customer's Hub Services Agreement, the Customer neither has withdrawn the Gas nor indicated in writing to GTS that it desires to exercise the cash out option, then GTS may take, free and clear of any adverse claims, title to such ISS Storage Balance as Customer was required to withdraw or cash out; provided, however, that if Customer was unable to withdraw its ISS Storage Balance due to an interruption of Customer's withdrawal service during the last ten Days before termination, Customer shall be allowed to withdraw its Gas within a reasonable period following the end of the contract term.

In the event that GTS retains and takes title to any of Customer's Gas pursuant to this section, GTS shall dispose of such Gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 33 of the General Terms and Conditions of this FERC Gas Tariff.

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9. GENERAL TERMS AND CONDITIONS

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

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IHBS RATE SCHEDULE
INTERRUPTIBLE HOURLY BALANCING SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of Interruptible hourly balancing storage service from GTS, provided that:

(a) GTS has determined that it has sufficient operationally available and uncommitted Interruptible storage capacity and injection and withdrawal capacity to perform the service Customer has requested;

(b) Customer and GTS have executed Hub Services Agreement under this Rate Schedule;

(c) Customer accepts responsibility for arranging any transportation service required for utilization of the storage service provided under this Rate Schedule, including making any necessary arrangements with pipeline Transporter(s) for Customer to utilize hourly balancing service at one or more delivery points on the Transporter's(s') pipeline system(s) (any such arrangements for utilization of hourly balancing service must be acceptable to GTS, in its reasonable judgment);

(d) GTS has determined that it can offer Interruptible hourly balancing service between the Customer's point(s) of delivery on Transporter's pipeline(s) and GTS' Point(s) of Delivery/Receipt;

(e) Availability of service under this Rate Schedule shall be subject to a determination by GTS that its performance of the service requested hereunder shall not cause a reduction in GTS' current or future ability to provide Firm Storage Services under currently effective or potential Storage Service Agreements; and

(f) Service under this Rate Schedule may not be available to the extent that GTS would be required to construct, modify, expand or acquire any facilities to enable GTS to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Interruptible hourly balancing service rendered by GTS to Customer through use of GTS' storage facility located in Jefferson County and Orange County, Texas pursuant to an executed Hub Services Agreement.

2.1 Interruptible hourly balancing service rendered to Customer under this Rate Schedule shall consist of:

(a) The receipt on any Day of Customer's Gas per Customer's nomination up to the Maximum Daily Injection Quantity ("MDIQ") as stated in Customer's executed Hub Services Agreement, plus Fuel Reimbursement, at the Point(s) of Receipt and the injection of Gas so received into storage, provided that all Firm Storage Service nominations for injections have been satisfied and Customer's Storage Inventory has not exceeded Customer's Maximum Storage Quantity;

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(b) The storage of Gas in amounts up to the Interruptible Maximum Storage Quantity, as stated in Customer's executed Hub Services Agreement, provided that all Firm Storage Service requests to utilize Storage Inventory have been satisfied;

(c) The withdrawal from storage on any Day of Customer's Gas per Customer's nomination up to the Maximum Daily Withdrawal Quantity ("MDWQ") as stated in Customer's executed Hub Services Agreement and the delivery of such Gas to the Point(s) of Delivery, provided that all Firm Storage Service nominations for withdrawal have been satisfied and Customer has a quantity of Gas in Customer's Interruptible Storage Inventory not less than the quantity Customer shall have nominated for withdrawal on such Day; and

(d) For each hour during a Day, subject to the maximum hourly limit as set forth in Customer's Hub Services Agreement, the receipt or delivery by GTS at the Point(s) of Receipt/Delivery designated by Customer of hourly balancing quantities of Gas which shall be the difference, on an hourly basis, between (i) the injections to or withdrawals from GTS' storage of Gas as nominated by Customer to meet Customer's desired hourly pattern of deliveries at its delivery point(s) on the Transporter's(s') pipeline system(s) and (ii) Customer's ratable flow quantities on GTS' system (1/24 of Daily nominated quantities); provided that all Firm Storage Service nominations have been satisfied and that hourly balancing quantities shall not cause Customer's Interruptible Storage Inventory to exceed the Maximum Storage Quantity set forth in Customer's Hub Services Agreement or to be less than zero (0).

2.2 Hourly balancing quantities must be nominated and scheduled pursuant to this Rate Schedule and Section 8 of the General Terms and Conditions of this FERC Gas Tariff. In addition to the day-ahead and intraday nominations provided for in Section 8 of the General Terms and Conditions, Customer shall be permitted to submit nominations for hourly balancing quantities, and to adjust its hourly balancing quantity nominations within a Day by providing not less than one hour notice to GTS before the start of an hour for which Customer requests to change a nomination, provided that such hourly nominations, including changes in hourly nominations, are subject to confirmation with the transporting pipeline. Interruptible Hourly Balancing Service is not intended to serve as an Operational Balancing Agreement to account for hourly deviations between scheduled volumes and volumes actually taken by Customer at its point(s) of delivery on the transporting pipeline(s). Such deviations shall be subject to reconciliation pursuant to the Customer's transportation agreement(s) with its pipeline Transporter(s) and the pipeline Transporter's(s') tariff(s).

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2.3 In the event Customer desires to use Interruptible hourly balancing service for balancing at more than one delivery point on Transporter's pipeline systems under its Hub Services Agreement, hourly balancing quantities for each such delivery point shall be separately determined, nominated and used for purposes of billing Hourly Balancing Charges.

2.4 To the extent Interruptible storage capacity which is being utilized by an Interruptible Customer hereunder is needed by GTS in order to satisfy GTS' obligations to Firm Storage Service Customers, GTS shall require Customer to withdraw all, or any portion of, the IHBS Gas quantities held in storage by GTS for the account of Customer as specified by GTS. Unless GTS otherwise agrees, Customer shall be required to make ratable withdrawals. If Customer fails to withdraw such IHBS Gas from storage, GTS may take, free and clear of any adverse claims, title to such IHBS Storage Inventory as Customer was instructed to withdraw. GTS' notice to Customer may be given orally, but shall be confirmed in writing via e-mail or facsimile to the Customer.

In the event that GTS retains and takes title to any of Customer's Gas pursuant to this Section, GTS shall credit the value of such Gas, net of any costs incurred by GTS to take title to and/or resell such Gas, in accordance with the provisions of Section 32 of the General Terms and Conditions of this FERC Gas Tariff.

In the event GTS needs to require Customer to withdraw its Gas from storage pursuant to this Section, GTS shall provide day-ahead notice to Customer that it must withdraw Gas at its MDWQ during the next Gas Day. GTS shall repeat this notice on a daily basis until all of Customer's Gas is withdrawn from storage or until the circumstances necessitating interruption are alleviated. In the event Customer makes a timely nomination in response to a notification by GTS pursuant to this paragraph, Customer's obligation to comply with that notification shall be tolled until such time as GTS' operational conditions allow GTS to schedule the nomination.

3. RATES AND CHARGES

Customer shall pay rates and charges for Interruptible hourly balancing service under this Rate Schedule including the applicable storage rate components set forth in the IHBS Rate Statement and as described below:

(a) Hourly Balancing Charge. A usage charge for each Dth of hourly balancing quantities injected to or withdrawn from storage for Customer's account pursuant to Section 2.1(d) of this Rate Schedule.

(b) Storage Inventory Charge. A usage charge for each Dth of Gas in Customer's Storage Inventory pursuant to Section 2.1(b) of this Rate Schedule at the end of each Day, for each Day during a given Month.

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INTERRUPTIBLE HOURLY BALANCING SERVICE
(Continued)

(c) Storage Injection Charge. A usage charge for each Dth of Customer's Gas injected into GTS' facilities pursuant to Section 2.1(a) of this Rate Schedule.

(d) Storage Withdrawal Charge. A usage charge for each Dth of Customer's Gas withdrawn from GTS' facilities pursuant to Section 2.1(c) of this Rate Schedule.

(e) Fuel Charge. A negotiated charge for the amount of Gas for fuel and losses determined in accordance with Section 19 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Customer's Hub Services Agreement.

(f) Regulatory Fees and Charges. Customer shall reimburse GTS for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Customer's Hub Services Agreement.

(g) Taxes. Customer shall reimburse GTS for all applicable taxes as may be assessed GTS, as set forth in Section 15 of the General Terms and Conditions of this FERC Gas Tariff and in Customer's Hub Services Agreement.

4. INVOICE

Each invoice for Interruptible hourly balancing service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule, at rates set forth in Customer's Hub Services Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in the executed Hub Services Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

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

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

7. CURTAILMENT

If, due to any cause whatsoever, GTS' capability to receive or deliver quantities of Gas is impaired so that GTS is unable to receive or deliver the quantities provided for in its Storage Service Agreements with Customers for Interruptible services, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

8. EXPIRATION OF TERM

At least ten (10) Business Days prior to the end of the term as specified in Exhibit B of Customer's Hub Services Agreement, GTS shall notify Customer to withdraw all of the IHBS Gas quantities held in storage by GTS for the account of Customer; provided, however, any Exhibit B of Customer's Hub Services Agreement that has a term of ten (10) Business Days or less shall not require such foregoing notice but shall be deemed to have been given upon the first Day of the primary term or there renewed term of such Hub Services Agreement. GTS' notice to Customer may be given verbally, but shall be confirmed in writing via e-mail or facsimile to the Customer. Before the end of the term of Exhibit B of Customer's Hub Services Agreement, the Customer must either physically withdraw Gas or indicate to GTS in writing that it desires to have GTS cash out the Gas on mutually agreeable terms. If, by midnight on the last Day of the term of Exhibit B of Customer's Hub Services Agreement, the Customer neither has withdrawn the Gas nor indicated in writing to GTS that it desires to exercise the cash out option, then GTS may take, free and clear of any adverse claims, title to such IHBS Balance as Customer was required to withdraw or cash out; provided, however, that if Customer was unable to withdraw its IHBS Balance due to an interruption of Customer's withdrawal service during the last ten Days before termination, Customer shall be allowed to withdraw its Gas within a reasonable period following the end of the contract term.

In the event that GTS retains and takes title to any of Customer's Gas pursuant to this section, GTS shall dispose of such Gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 33 of the General Terms and Conditions of this FERC Gas Tariff.

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9. GENERAL TERMS AND CONDITIONS

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

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GENERAL TERMS AND CONDITIONS

1. INTRODUCTORY STATEMENT

Except where expressly stated otherwise, the General Terms and Conditions of GTS's currently effective FERC Gas Tariff (the "GT&C") shall apply to all Gas services rendered by GTS under any Storage Service Agreement, including, but not limited to, service under the FSS, FP, FL, IP, IW, IL, ISS and IHBS Rate Schedules.

2. DEFINITIONS

2.1 "Action Alert" shall have the meaning set forth in GT&C Section 5.5(f).

2.2 "Bcf" means one billion (1,000,000,000) cubic feet.

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

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

2.5 "Central Clock Time" or "CCT" means the time of day in the Central Time Zone of the United States.

2.6 "Contract Year" means the twelve (12) month period beginning on the date storage service under a Storage Service Agreement commences and each subsequent twelve month period thereafter during the term of the Storage Service Agreement.

2.7 "Critical Notices" means information pertaining to GTS conditions that affect scheduling or adversely affect scheduled Gas flow.

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

2.9 "Customer" means the party that holds all lawful right and/or title to the Gas that is being stored, parked and/or wheeled and who executes a Storage Service Agreement with GTS.

2.10 "Day" means a period of twenty-four (24) consecutive hours, beginning and ending at 9:00 a.m. (Central Clock Time ("CCT")).

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

2.12 Elapsed-Prorated-Scheduled Quantity means that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the Intra-day Nomination being confirmed, based upon a cumulative uniform hourly quantity for each nomination period affected.

GENERAL TERMS AND CONDITIONS
(Continued)

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

2.14 "Firm Storage Services" means any of the services provided by GTS under Rate Schedules FSS, FP and FL.

2.15 "Fuel Charge" shall have the meaning set forth in GT&C Section 19.

2.16 "Gas" means natural gas in its natural state, produced from wells, including casing head gas produced with crude oil, natural gas from gas wells and residue gas resulting from processing both casing head gas and gas well gas.

2.17 "Higher Priority Service" means any firm service or another Interruptible service for which Customer is willing to pay a higher Interruptible rate.

2.18 "Index Price" means the monthly Gas price published in Platt's "Inside FERC's Gas Market Report" for the Houston Ship Channel or, if such price is not published, a reasonably equivalent published price.

2.19 "Internet Web Site" means GTS's HTML site accessible via the Internet's World Wide Web and located at <http://www.aglr.com/about/gt/default.aspx>

2.20 "Interruptible" means that the storage, parking, wheeling, loaning, or hourly balancing service is subject to interruption at any time by GTS. A Customer may be required to withdraw Gas held in storage pursuant to Exhibit B of the Hub Services Agreement, or provide Gas to GTS, should such capacity or quantities be required by a Higher Priority Service.

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

2.22 "Loan Balance" means the quantity of Gas, expressed in Dth, that GTS has loaned to Customer under Rate Schedule FL, provided that the Loan Balance shall never exceed Customer's Maximum Loan Quantity specified in Exhibit B of Customer's Hub Services Agreement.

2.23 "Maximum Balance Quantity" means the maximum quantity of Gas, expressed in Dth, that Customer is permitted to have in storage in GTS's storage facility located in Jefferson County and Orange County, Texas, at any given time as specified in Exhibit B of Customer's Hub Services Agreement.

2.24 "Maximum Daily Delivery Quantity" or "MDDQ" means the maximum quantity of Gas, expressed in Dths, specified in Customer's Storage Service Agreement (Exhibit B of the Hub Services Agreement), that Customer may nominate and that GTS shall deliver at a Point of Delivery located on its header system at constant hourly rates of flow over the course of such Day (excluding Fuel Reimbursement). As determined by GTS in its sole and reasonable judgment, the maximum quantity may be delivered at rates of flow which deviate from constant hourly rates over the course of such Day.

2.25 "Maximum Daily Injection Quantity" or "MDIQ" means the maximum quantity of Gas, expressed in Dth, specified in Customer's Storage Service Agreement (Exhibit B of the Hub Services Agreement), that Customer may nominate and that GTS shall receive at all Point(s) of Receipt located on its header system for injection into storage each Day at constant hourly rates of flow over the course of such Day (excluding Fuel Reimbursement). As determined by GTS in its sole and reasonable judgment, the maximum quantity may be injected at rates of flow which deviate from constant hourly rates over the course of such Day.

2.26 "Maximum Daily Receipt Quantity" or "MDRQ" means the maximum quantity of Gas, expressed in Dths specified in Customer's Storage Service Agreement (Exhibit B of the Hub Services Agreement), that Customer may nominate and that GTS shall receive at each Point of Receipt located on its header system at constant hourly rates of flow over the course of such Day (excluding Fuel Reimbursement). As determined by GTS in its sole and reasonable judgment, the maximum quantity may be received at rates of flow which deviate from constant hourly rates over the course of such Day.

GENERAL TERMS AND CONDITIONS
(Continued)

2.27 "Maximum Daily Wheeling Quantity" or "MDTQ" means the maximum quantity of Gas, expressed in Dths, specified in Exhibit B of Customer's Hub Services Agreement that Customer may nominate and that GTS shall transport from a Point of Receipt to a Point of Delivery located on GTS's system each Day at constant hourly rates of flow over the course of such Day (excluding Fuel Reimbursement). As determined by GTS in its sole and reasonable judgment, the maximum quantity may be wheeled at rates of flow which deviate from constant hourly rates over the course of such Day.

2.28 "Maximum Daily Withdrawal Quantity" or "MDWQ" means the maximum quantity of Gas, expressed in Dth, specified in Customer's Storage Service Agreement (Exhibit B of the Hub Services Agreement), that Customer may nominate and that GTS shall withdraw from storage and tender to Customer at all Point(s) of Delivery located on GTS's system each Day at constant hourly rates of flow over the course of such Day. As determined by GTS in its sole and reasonable judgment, the maximum quantity may be withdrawn at rates of flow which deviate from constant hourly rates over the course of such Day.

2.29 "Maximum Loan Quantity" means the maximum quantity of Gas, expressed in Dth, that GTS is obligated to loan to Customer at GTS's storage facility located in Jefferson County and Orange County, Texas, as specified in Exhibit B of Customer's Hub Services Agreement.

2.30 "Maximum Parking Quantity" means the maximum quantity of Gas, expressed in Dth, that Customer is permitted to have in storage in GTS's storage facility located in Jefferson County and Orange County, Texas, at any given time as specified in Exhibit B of Customer's Hub Services Agreement.

2.31 "Maximum Storage Quantity" or "MSQ" means the maximum quantity of Gas, expressed in Dth, that Customer is permitted to have in storage in GTS's storage facility located in Jefferson County and Orange County, Texas, at any given time as specified in the Storage Service Agreement (Exhibit B of the Hub Services Agreement).

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

2.33 "Operational Balancing Agreement" or "OBA" means a contract between two parties which specifies the procedures to manage operating variances at an interconnect.

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

2.35 "Park Balance" means quantity of Gas, expressed in Dth, that Customer has in GTS's storage facilities for Customer's account under Rate Schedule FP, provided that the Park Balance shall never exceed Customer's Maximum Park Quantity specified in Exhibit B of Customer's Hub Services Agreement.

2.36 "Point(s) of Delivery" means the point or points located on GTS's system specified in Customer's Storage Service Agreement at which GTS shall tender Gas to Customer.

2.37 "Point(s) of Receipt" means the point or points located on GTS's system in Customer's Storage Service Agreement at which GTS shall receive Gas from Customer.

2.38 "Pooling" means 1) the aggregation of gas from multiple physical and/or logical points to a single physical or logical point, and/or 2) the disaggregation of gas from a single physical or logical point to multiple physical and/or logical points.

2.39 "Predetermined Allocation" means the distribution of quantities of Gas measured at the GTS facilities interconnect point(s) based on a methodology agreed to by GTS and Transporter(s) prior to the commencement of Gas flow pursuant to GT&C Section 5.6(c).

2.40 "Psig" means pounds per square inch gauge.

GENERAL TERMS AND CONDITIONS
(Continued)

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

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

2.43 "Storage Inventory" means the quantity of working Gas in Dths, that a Customer has in place in GTS's storage facilities for Customer's account under Rate Schedule FSS, FP, IP or ISS, provided that the Storage Inventory shall never exceed Customer's Maximum Storage Quantity or Maximum Park Quantity, as applicable.

2.44 "Storage Service Agreement" means a Firm Storage Service Agreement, a Firm Park Service Agreement, a Firm Loan Service Agreement, a Hub Services Agreement or a Capacity Release Umbrella Agreement.

2.45 "Transporter" means the Customer's transporter designated to deliver Gas to the Point of Receipt or Customer's transporter designated to receive Gas from the Point of Delivery.

3. REQUEST FOR SERVICE

3.1 Open Season.

(a) Notice of open season. To the extent Firm Storage Services are made available as a result of construction by GTS of new facilities, GTS shall post notice of the open season for such services on its Internet Web Site, at least ten (10) days prior to commencement of the open season and no more than one (1) year before service is to commence. Such notice shall set forth when the open season begins and ends, where interested parties may submit requests for firm or Interruptible services, the minimum and/or maximum contract term, if any, the minimum rates, if any, GTS will accept for the available capacity, and how interested parties may obtain forms for requesting service and additional details about the open season. The open season shall not apply to any capacity that is subject to an effective precedent agreement or firm services agreement at the time this Section 3.1 becomes effective.

GENERAL TERMS AND CONDITIONS
(Continued)

(b) Duration. The open season shall commence at the time and day specified and for the term indicated in the notice of open season. During this time GTS will accept requests for the Firm Storage Services to be available in its facilities.

(c) During an open season, GTS will accept requests for Firm Storage Services from potential Customers. Capacity will be allocated to those Customers offering to pay the highest value to GTS over the comparable term of agreements. GTS reserves the right to give first priority to bids where: (i) the reservation charges meet or exceed a threshold value; (ii) the injection capacity of the bid does not exceed one-half (1/2) of the withdrawal capacity; and (iii) the withdrawal capacity is limited so as not to exceed a rate that would allow the Customer to withdraw its Gas in less than twelve (12) days. If, upon allocation of capacity to those Customers meeting these criteria, capacity remains, GTS may, in its sole discretion, allocate capacity to Customers offering bids meeting other criteria.

(d) During the allocation process of an open season, should requests for Firm Storage Services exceed available capacity, capacity will first be allocated in accordance with the criteria of Section 3.1(c) above and then to the highest present value bids received for Firm Storage Services. When remaining unallocated capacity is not sufficient to meet the next highest present value bidder's capacity requirements for Firm Storage Services, that next highest bidder has the option of declining the remaining capacity. GTS will then offer the remaining capacity to the next highest bidder, until all the remaining capacity is allocated. Present value of the reservation charges shall be calculated in accordance with the following formula:

$$PV = \frac{1 - (1 + i)^{-n}}{i} \times (R) \times (V)$$

Where: i = The prime rate as published by the Wall Street Journal on the first Day of the open season plus five percent (5%) (or 500 basis points), the sum of which is then divided by twelve (12).

n = The term of the agreement, in Months.

R = the reservation charge(s) bid.

V = MSQ (Volume stated in Dth).

For example, a bid of \$0.30/Dth/month (storage reservation charge) with a MSQ of 100,000 Dth for 5 years (60 Months) and using a 7% prime rate yields a present value of \$1,348,651.15.

(e) Should the next highest present value bid in GT&C Section 3.1(d) above be submitted by two or more Customers (e.g., tied bids) and there is insufficient remaining capacity available to serve such Customers, then capacity will be allocated to the Customers on a pro rata basis.

GENERAL TERMS AND CONDITIONS
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(f) Execution of Agreements. A Customer allocated service in an open season shall be required to execute Storage Service Agreement(s) for Firm Storage Services no later than 30 consecutive days following the close of the open season or forfeit the service that has been allocated to it.

(g) GTS will accept requests for Firm Storage Services for any capacity remaining available after an open season. The remaining capacity shall be allocated on a first come, first served basis. That is, the first Customer offering to pay a rate for service that GTS finds acceptable shall be allocated capacity.

(h) Nothing in this Section 3.1 shall in any way preclude GTS from conducting an open season more than one (1) year before newly constructed capacity will be available for service and awarding such capacity to the highest bidders through execution of precedent agreements for the capacity. Any capacity covered by a precedent agreement shall not be subject to the open season under this Section 3.1 unless the conditions precedent in such an agreement are not timely fulfilled or the precedent agreement is otherwise terminated.

3.2 Requests. Any potential Customer wishing to obtain service from GTS under Rate Schedules FSS, FP or FL after an open season shall submit in writing to GTS a request for service in substantially the same format as that shown in GT&C Section 23. Such request may be delivered in person or submitted by United States mail, overnight courier service, or facsimile transmission (fax). GTS shall evaluate and respond to potential Customer's request within five Business Days of its receipt. If GTS and potential Customer mutually agree to the rates potential Customer will pay for service, GTS shall, subject to execution of a Storage Service Agreement, endeavor to provide service within the time specified in the written request. Potential Customer's request for service shall be considered complete only if the information specified in GT&C Sections 3.4 and 3.5 is provided in writing. Requests for service may be sent to:

Director of Marketing
Golden Triangle Storage, Inc.
1200 Smith Street, Suite 900
Houston, Texas 77002

3.3 Request Fee. All requests for Firm Storage Services shall be accompanied by the total reservation charge(s) as stated in the Request for Service for a one (1) Month period as earnest money for the requested service. This amount shall be applied toward the charges first due from Customer. If a Firm Storage Services request is not granted by GTS, the fee submitted with the request for service will be refunded to potential Customer.

3.4 Information Requirements. Each request shall include the following information:

(a) Customer's name, address, representative and telephone number.

(b) A statement of whether Customer is a local distribution company (LDC), an intrastate pipeline company, an interstate pipeline company, marketer/broker, producer, end user or other type of entity (which other entity must be described).

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(Continued)

(d) Quantity requested:

- (i) MDIQ, MDWQ, MSQ, MPQ and MLQ Requested (stated in Dth).
- (ii) MDRQ (stated in Dth/day) for each Transporter.
- (iii) MDDQ (stated in Dth/day) for each Transporter.

(e) Price offered by Customer for each service requested.

(f) Term of service, including the date service is requested to commence and the date service is requested to terminate.

(g) Evidence of creditworthiness. Acceptance of a service request and/or continuation of service is contingent upon a satisfactory credit appraisal by GTS. To enable GTS to conduct such credit appraisal, a Customer shall submit the following information; provided, however, that receipt of such material shall not be deemed acceptance of a request for service by GTS, which determination shall be made by GTS only after its receipt of the material and information set forth below and a determination by GTS that Customer is sufficiently creditworthy;

(1) Customer shall provide current financial statements, annual reports, 10-K reports or other filings with regulatory agencies which discuss Customer's financial status, a list of all corporate affiliates, parent companies and subsidiaries, and any reports from credit reporting and bond rating agencies which are available. GTS shall determine the acceptability of the Customer's overall financial condition;

(2) Customer shall provide a bank reference and at least two trade references. The results of reference checks and any credit reports submitted in GT&C Section 3.4(g)(1) must show that Customer's obligations are being paid on a reasonably prompt basis;

(3) Customer shall confirm in writing that Customer is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Customer who is a debtor in possession operating under Chapter XI of the U.S. Bankruptcy Code but only with adequate assurance that the service billing will be paid promptly as a cost of administration under the bankruptcy court's jurisdiction;

(4) Customer shall confirm in writing that Customer is not aware of any change in business conditions which would cause a substantial deterioration in its financial condition, a condition of insolvency or the inability to exist as an ongoing business entity;

(5) If Customer has an on-going business relationship with GTS, no delinquent balances shall be outstanding for services made previously by GTS and Customer must have paid its account in the past according to the established terms and not made deductions or withheld payment for claims not authorized by contract; and

(6) Customer shall confirm in writing that no significant collection lawsuits or judgments are outstanding which would seriously reflect upon the business entity's ability to remain solvent.

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GENERAL TERMS AND CONDITIONS
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(h) In the event Customer cannot provide the information specified in GT&C Section 3.4(g), Customer shall, if applicable, provide that information for its parent company.

(i) GTS shall not be required to perform or to continue service under any Rate Schedule on behalf of any Customer which is or has become insolvent or which, at GTS's request, fails within a reasonable period to demonstrate creditworthiness in accordance with GT&C Section 3.4(g); provided, however, that such Customer may receive service under any Rate Schedule if Customer provides Financial Assurances pursuant to GT&C Section 32. For purposes of GT&C Section 3.4(i), the insolvency of a Customer shall be conclusively demonstrated by the filing by Customer, or any parent entity thereof or guarantor of Customer, of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction in the premises adjudging the Customer, or any parent entity thereof or guarantor of Customer, bankrupt or insolvent, or approving, as properly filed, a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Customer, or any parent entity thereof or guarantor of Customer, under the U.S. Bankruptcy Code or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Customer, or any parent entity thereof or guarantor of Customer, or of any substantial part of their property, or the ordering of the winding-up or liquidation of their affairs, with said order or decree continuing unstayed and in effect for a period of sixty (60) consecutive days.

3.5 Additional Information

(a) Customer shall also promptly provide such additional Customer credit information as may be reasonably required by GTS, at any time during the term of service under a Storage Service Agreement, to enable GTS to determine Customer's creditworthiness.

b) After receipt of a request for service, GTS may require that Customer furnish additional information as a prerequisite to GTS offering to execute a Storage Service Agreement with Customer. Such information may include proof of Customer's lawful right and/or title to cause the Gas to be delivered to GTS for service under this FERC Gas Tariff and of Customer's contractual or physical ability to cause such Gas to be delivered to and received from Customer's designated point of delivery and/or receipt.

(c) Should Customer desire GTS to provide service pursuant to Section 311 of the Natural Gas Policy Act, Customer shall provide to GTS a statement warranting that Customer complies with all requirements for receiving service pursuant to Section 311 and the FERC's regulations thereunder, including, but not limited to, compliance with the "on-behalf-of" requirement then in effect.

GENERAL TERMS AND CONDITIONS
(Continued)

3.6 Request Validity. If GTS has tendered a Storage Service Agreement for execution to Customer and Customer fails to execute the agreement as tendered within 30 consecutive days from the date the agreement is received by Customer, GTS may consider Customer's service request void. For service under Rate Schedule FSS, FP or FL, GTS will not be required to tender a Storage Service Agreement to Customer for execution that relates to requests for service for which GTS does not have sufficient available firm capacity.

3.7 Complaints. In the event that a Customer or potential Customer has a complaint relative to service under this FERC Gas Tariff, the Customer shall provide a description of the complaint, including the identification of the service request (if applicable), and communicate it to:

Chief Compliance Officer
Golden Triangle Storage, Inc.
1200 Smith Street, Suite 900
Houston, Texas 77002
Phone: (832) 397-1740

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

3.8 Information.

(a) Any person may request information on pricing, terms of storage, parking or wheeling service or capacity availability by contacting GTS at the following:

Director of Marketing
Golden Triangle Storage, Inc.
1200 Smith Street, Suite 900
Houston, Texas 77002
Phone: (832) 397-1740

(b) Each Customer will be provided with a list of phone numbers for GTS's Gas dispatch and control personnel, who are on-call 24-hours a Day.

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3.9 Construction of Facilities. GTS shall not be required to provide any requested service under any rate schedule which would require construction or acquisition by GTS of new facilities, or expansion of existing facilities.

4. CAPACITY RELEASE

Any Customer under Rate Schedule FSS, FP and FL may seek to release for assignment to others any or all of its firm service entitlements on a full Day or an Intra-day basis, on a permanent or a temporary basis, and on a firm or recallable basis, subject to the following terms and conditions:

4.1 Notice of Offer. A Customer offering to release firm service entitlements shall notify GTS via the Internet Web Site of the terms of its offer by the posting deadline as determined pursuant to GT&C Section 4.3. GTS will post this information on the Internet Web Site. The Customer may propose a pre-arranged designated Replacement Customer to which the capacity would be released. Offers shall be binding unless written or electronic notice of withdrawal is received by GTS prior to the close of the applicable bid period; provided, however, such withdrawal shall only be valid if such Customer has an unanticipated requirement for such capacity and no minimum bid has been made. The notice must contain the reason for withdrawal which GTS shall post on the Internet Web Site. The offer shall contain the following minimum information:

(a) Customer's legal name and the name/title of individual who has authorized the offer to release;

(b) GTS's Storage Service Agreement number;

(c) A description of the capacity to be released, including the Maximum Storage Quantity, the Maximum Park Quantity, the Maximum Loan Quantity, the Maximum Daily Receipt Quantity, the Maximum Daily Delivery Quantity, the Maximum Daily Injection Quantity, and the Maximum Daily Withdrawal Quantity and the associated Point(s) of Receipt and Point(s) of Delivery, subject to the proposed release and subject to the daily quantity limitations described in GT&C Section 4.2 below;

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- (d) The proposed effective date and term of the release;
 - (e) The identity of any pre-arranged designated Replacement Customer and the full terms of such pre-arranged release;
 - (f) The method to be applied in evaluating bids, allocating capacity and breaking ties, as described below;
 - (g) Whether, to what extent, and the conditions pursuant to which capacity will be subject to recall for a full Day or on an intra-day basis, and if recallable, any reput methods and rights associated with returning the previously released capacity to the Replacement Customer;
 - (h) Whether bids on a volumetric rate basis may be submitted, and, if so, the method for evaluating any such bids, including how to rank bids if bids are also to be accepted on a demand charge basis, and any other special conditions;
 - (i) Whether contingent bids that extend beyond the bid period may be submitted, how to evaluate and prioritize such bids against non-contingent bids, and the terms and conditions under which, and/or for what time period, the next highest bidder will be obligated to acquire the capacity should the winning contingent bidder withdraw its bid;
 - (j) Any extensions of the minimum posting/bid periods;
 - (k) Whether Releasing Customer desires to utilize the first-come, first-served option for short-term releases described in GT&C Section 4.6 and any minimum terms applicable thereto;
 - (l) Other special terms and conditions Customer imposes on the release of its capacity, including, but not limited to, minimum rates, term and quantity;
 - (m) For purposes of bidding and awarding, any minimum rates specified by the Releasing Customer shall include the tariff reservation rate and all demand surcharges, as a total number or as stated separately;
 - (n) Whether the release is on a permanent or a temporary basis; and
 - (o) An e-mail address for the Releasing Customer contact person. It is Customer's responsibility to update e-mail address information provided to GTS, as necessary.
- 4.2 Intra-day Release Quantity. The daily contractual entitlement that can be released by a Releasing Customer for an intra-day release is limited to the lesser of:

- (i) the quantity contained in the offer submitted by the Releasing Customer; or
- (ii) a quantity equal to 1/24th of the Releasing Customer's MDIQ and MDWQ for the contract to be released multiplied by the number of hours between the effective time of the release and the end of the Day. This allocated daily contractual entitlement shall be used for purposes of nominations, billing, and if applicable, for overrun calculations. The MSQ, MPQ or MLQ that can be released by a Releasing Customer for an intra-day release is limited to a quantity not in excess of the Releasing Customer's MSQ, MPQ or MLQ less the Releasing Customer's Storage Inventory, Park Balance or Loan Balance.

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4.3 Posting and Bidding Timeline. Only the following methodologies shall be supported by GTS and provided to Releasing Customers as choices from which they may select and, once chosen, shall be used in determining the awards from the bid(s) submitted. They are: 1) highest rate, 2) net revenue and 3) present value. Other choices of bid evaluation methodology (including other Releasing Customer defined evaluation methodologies) can be accorded similar timeline evaluation treatment at GTS's discretion. However, GTS is not required to offer other choices or similar timeline treatment for other choices. Further, GTS shall not be held to the timeline specified in GT&C Sections 4.3(a) and 4.3(b) should the Releasing Customer elect another method of evaluation. Should the Releasing Customer elect another method of evaluation, the timeline specified in GT&C Section 4.3(c) shall apply. The proposed duration of Customer's release determines the minimum bid period for the Customer's offer pursuant to GT&C Section 4. The capacity release timeline is applicable if (i) all information provided by the parties to the transaction is valid and the Replacement Customer has been determined to be credit worthy before the capacity release bid is tendered and (ii) there are no special terms or conditions of the release.

The capacity release timeline is as follows:

- (a) For standard releases of less than one (1) year:
- Offers shall be tendered by 12:00 p.m. CCT on a Business Day;
 - The bid period shall end at 1:00 p.m. CCT on the same Business Day or at 1:00 p.m. CCT on any subsequent Business Day as specified in Releasing Customer's offer, whichever is elected by Releasing Customer;
 - Evaluation period begins at 1:00 p.m. CCT on the day the bid period ends, during which contingency is eliminated, determination of best bid is made, and ties are broken;
 - Evaluation period ends and award is posted if no match is required at 2:00 p.m. CCT the same day;
 - If the prearranged Customer's bid is not the "best bid", GTS shall allow such prearranged Customer a matching period of thirty (30) minutes from 2:00 p.m. until 2:30 p.m. CCT on the day the bid period ends, or such later time as specified in the Releasing Customer's offer, to determine whether to match the "best bid" and to notify GTS of its decision; and
 - If a match is required, the award will be posted by 3:00 p.m. CCT.

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

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- (b) For standard releases of one year or longer:
- Offers shall be tendered by 12:00 p.m. CCT four (4) Business Days before the award;
 - The bid period shall end at 1:00 p.m. CCT on the day before timely nominations are due (open season is three Business Days) or at 1:00 p.m. CCT on any subsequent Business Day as specified in Releasing Customer's offer, whichever is elected by Releasing Customer;
 - Evaluation period begins at 1:00 p.m. CCT on the day the bid period ends, during which contingency is eliminated, determination of best bid is made, and ties are broken;
 - Evaluation period ends and award is posted if no match is required at 2:00 p.m. CCT the same day;
 - If the prearranged Customer's bid is not the "best bid," GTS shall allow such prearranged Customer a matching period of thirty (30) minutes from 2:00 p.m. CCT until 2:30 p.m. CCT on the day the bid period ends, or such later time as specified in the Releasing Customer's offer, to determine whether to match the "best bid" and to notify GTS of its decision; and
 - If a match is required, the award will be posted by 3:00 p.m. CCT.

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

- (c) Timeline for Non-standard Releases

If Customer specifies a bid evaluation methodology other than those stated in GT&C Section 4.7 or any special terms or conditions, the above timelines shall apply; provided, however, one additional Business Day will be added to the evaluation period. Subsequent deadlines will be delayed by such additional Business Day, causing Gas flow to occur at least one day later than under the standard timelines set forth in GT&C Sections 4.3(a) and 4.3(b).

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(d) Releases Not Subject to Bidding

For proposed capacity releases of a duration of thirty-one (31) days or less for which Customer has obtained a prearranged Customer and Customer elects not to post such proposed capacity releases for bidding pursuant to GT&C Section 4.3 and all other terms and conditions of the release are met, Customer shall notify GTS by providing the information pursuant to GT&C Section 4.1, which information will be posted on the Internet Web Site as required by GT&C Section 4.5 in accordance with the following timelines:

Timely Cycle:

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

Evening Cycle:

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

Intra-day 1 Cycle:

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

Intra-day 2 Cycle:

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

Prior to the nomination deadline for the chosen cycle for the begin date specified in the Customer notice, the prearranged Customer must initiate confirmation of prearranged deals electronically. GTS will issue a contract within one hour of notification of the release (with a new contract number, when applicable). Nominations for Gas flow are possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of GT&C Section 8; provided, however, in no circumstance will Gas flow prior to the effective date of the release as specified in Releasing Customer's offer. A prearranged Customer may not consummate a release with any Customer that utilizes the same capacity or overlaps such capacity without such release being subject to the bidding requirement if such Customer has, within the prior twenty-eight (28) consecutive days, released capacity to such prearranged Customer, which prior release was not subject to the bidding requirements.

GTS shall post offers and bids, including pre-arranged deals, upon receipt, unless Releasing Customer requests otherwise. If Releasing Customer requests a posting time, GTS shall support such request insofar as it comports with the standard timeline. A Releasing Customer cannot specify an extension of the original bid period or the pre-arranged deal match period, without posting a new release.

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4.4 Pre-arranged Releases. Customer may designate an entity (pre-arranged designated Replacement Customer) to which it has agreed to release the capacity upon specified terms and Conditions. Customer's offer to release under such a pre-arranged transaction shall be subject to the prior posting and bidding procedures described in GT&C Sections 4.5 and 4.6, with the pre-arranged designated Replacement Customer being given a right to match the best bid submitted during the bid period; provided, however, if a pre-arranged transaction with a designated Replacement Customer is for a period of 31 days or less, the Releasing Customer shall provide notice to GTS in accordance with this Section and may implement the release without complying with such prior posting and bidding procedures. Notice of such exempted releases shall be posted on the Internet Web Site in accordance with GT&C Section 4.3.

4.5 Posting. Following receipt of a notice of offer to release capacity which satisfies the requirements set forth in this Section, GTS will post such information on its Internet Web Site in accordance with the timeline set forth in GT&C Section 4.3. GTS shall also post offers to purchase capacity from those who desire current Customers to release capacity upon receipt of the applicable information as set forth in this Section.

4.6 Bidding and Selection of Replacement Customer. All bids must contain the applicable information required in this Section. If Releasing Customer desires to solicit bids for releases of 31 days or less, it may direct GTS to post notice of the availability of such capacity and, in lieu of permitting bids during the otherwise applicable posting period, award the capacity to the bidder which submits first in time a valid bid meeting any minimum terms specified by the Releasing Customer. Any bid submitted by a Replacement Customer shall include an e-mail address for at least one contact person, and it is the Customer's responsibility to update e-mail address information provided to GTS, as necessary. A bidder may not have more than one eligible bid for the same release offer at any time. Bids shall be binding until written or electronic notice of withdrawal is received by GTS before the end of the bid period. Bids cannot be withdrawn after the bid period ends. Once a bid is withdrawn, that bidder may only submit a new bid pursuant to that release offer if it is at a higher rate than the withdrawn bid. GTS shall evaluate the bids in accordance with the provisions of this Section and determine the best bid in accordance with the timelines set forth in GT&C Section 4.3. GTS shall notify Releasing Customer, the best bidder, and any pre-arranged designated Replacement Customer of such determination in accordance with the timelines set forth in GT&C Section 4.3. If there is a pre-arranged designated Replacement Customer, it may exercise its right to match such best bid by providing written notice of such exercise to GTS and Releasing Customer in accordance with the timelines set forth in GT&C Section 4.3. After the Replacement Customer is selected, GTS will finalize an appropriate Addendum to the Capacity Release Umbrella Agreement in the form contained in this FERC Gas Tariff. GTS will provide a copy of this Addendum to the Replacement Customer via facsimile, at which time the Replacement Customer will have the same rights and obligations as any other existing Customer on GTS's system. Following implementation of the release, GTS shall post notice of the winning bidder on the Internet Web Site.

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4.7 Best Bid. When GTS makes awards of capacity for which there have been multiple bids meeting minimum conditions, GTS shall award the bids, best bid first, until all offered capacity is awarded. The capacity being awarded represents the Maximum Daily Injection Quantity, Maximum Daily Withdrawal Quantity, Maximum Storage Quantity, Maximum Park Quantity or Maximum Loan Quantity. These quantities are separate parts of the capacity and are awarded until one of the quantities is fully awarded, at which point all capacity is deemed to be fully awarded. GTS shall evaluate and determine the best bid among those otherwise consistent with any terms and conditions specified by the Releasing Customer as follows:

(a) GTS shall apply the standard or criteria for such determination specified by the Releasing Customer, including the standard to be used for breaking ties. Any standard or criteria so specified must be objective, economic, not unduly discriminatory, not contrary to applicable provisions of this FERC Gas Tariff, applicable to all potential Replacement Customers and require GTS in applying such standard to exercise no more than a ministerial function. The Releasing Customer shall indemnify and hold GTS harmless from and against all demands, losses, claims, expenses, causes of action and/or damages suffered or incurred by GTS arising out of or related to any determination of a "best bid" pursuant to a standard specified, supplied, approved or provided by Releasing Customer.

(b) In default of Releasing Customer specifying a bid evaluation standard, GTS shall determine the bid or bids generating the highest net present value, using a 10% discount factor, based on the rate bid (reservation or demand component), the applicable quantity(ies) and term or period bid upon. In default of Releasing Customer specifying a method to break ties priority will be given first to the bid with the shortest term, and next to the bid submitted first in time.

4.8 Qualification of Prospective Replacement Customer. A prospective Replacement Customer must be on GTS's approved bidders list before bids may be posted, must satisfy all requirements of the applicable rate schedule and the General Terms and Conditions of this FERC Gas Tariff and must have executed a Capacity Release Umbrella Agreement. To be on the approved bidders list, the prospective Replacement Customer must satisfy GTS's credit requirements as outlined in GT&C Section 3, and provide the information required by GT&C Section 3. Such credit appraisal shall be reevaluated and updated every three (3) months. The prospective Replacement Customer shall remain on the approved bidders list until such prospective Replacement Customer (i) notifies GTS to the contrary, (ii) no longer meets the credit qualifications established in Section 3 of the General Terms and Conditions, or (iii) is suspended from the approved bidders list in the event, and for such time as, such Replacement or prearranged Customer fails to pay part or all of the amount of any bill for service in accordance with GT&C Section 14. GTS will apply its creditworthiness criteria to assess the submission. GTS will waive the creditworthiness requirement on a non-discriminatory basis for Replacement Customers and permit them to submit bids, if the Releasing Customer provides GTS with a guarantee or other form of credit assurance in form and substance satisfactory to GTS of all financial obligations prior to the commencement of service to the Replacement Customer.

4.9 Nominations. Following its selection, and prior to the flow of Gas, the Replacement Customer shall be permitted to submit nominations pursuant to the terms and conditions of the applicable rate schedule and the General Terms and Conditions of this FERC Gas Tariff.

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4.10 Billing. The Replacement Customer shall be billed and make payments to GTS in accordance with the applicable rate schedule, other provisions of this FERC Gas Tariff and of its Storage Service Agreement incorporating its bid terms. In accordance with the terms of the release, the Replacement Customer shall pay or be liable for the usage charges (plus all applicable surcharges, Fuel Reimbursement, taxes, penalties, etc.) applicable under the relevant rate schedule attributable to its usage of the released capacity. GTS shall continue to bill the Releasing Customer all applicable charges under its existing Storage Service Agreement, excluding usage charges (plus all applicable surcharges, Fuel Reimbursement, taxes, penalties, etc.) billed to the Replacement Customer and attributable to its usage of the released capacity. Invoices sent to the Releasing Customer shall reflect a credit equal to any reservation charges (plus all surcharges applicable thereto) being billed to the Replacement Customer for the released capacity rights, or as otherwise agreed. If the Replacement Customer fails to pay when due all or part of the amounts credited to the Releasing Customer, GTS shall pursue payment from the Replacement Customer by notifying such Customer by registered letter, return receipt requested, that it has five (5) Days from receipt of such letter to pay the amount due including any applicable interest. If the Replacement Customer fails to pay such amount by the end of the fifth Day, GTS shall reverse the credit and bill the Releasing Customer for such past due amounts, plus applicable interest.

4.11 Rights and Obligations of the Parties.

(a) The Storage Service Agreement between the Releasing Customer and GTS shall remain in full force and effect with the Releasing Customer to receive a credit to its invoice as described in GT&C Section 4.10. If the Replacement Customer fails to pay all or part of the amounts credited to the Releasing Customer after the five (5) day notification period specified in GT&C Section 4.9, GTS shall reverse the credit and bill the Releasing Customer for such past due amounts, plus applicable interest. The Storage Service Agreement executed by the Replacement Customer shall be fully effective and enforceable by and against the Replacement Customer. The Replacement Customer may also release capacity pursuant to this Section, and in such event and for such purposes, shall be considered the Releasing Customer.

(b) GTS shall accept nominations, schedule service, afford priority of service and interrupt service based on instructions and communications from the Releasing Customer and the Replacement Customer which are consistent with one another and with the terms and conditions of GTS's FERC Gas Tariff and their respective Storage Service Agreements. In the event that instructions or nominations from the Releasing Customer and Replacement Customer are, in GTS's reasonable opinion, inconsistent or conflicting, GTS shall comply with the instructions of the Releasing Customer; provided, however, such instructions must not be inconsistent with GTS's FERC Gas Tariff or the terms of either the Releasing Customer's or Replacement Customer's Storage Service Agreement, in GTS's reasonable opinion. The Releasing Customer will indemnify GTS against any claim or suit by the Replacement Customer, its successors or assigns, arising from any action taken by GTS in reliance upon the Releasing Customer's nominations and instructions and will hold GTS harmless for any action taken by GTS in reliance upon the nominations and scheduling instructions of the Replacement Customer; provided, however, the Releasing Customer shall not be liable for the Replacement Customer's failure to pay the usage charges (plus all applicable surcharges, Fuel Reimbursement, taxes, penalties, etc.) billed to the Replacement Customer and attributable to its usage of the released capacity. The Replacement Customer will indemnify GTS against any claim or suit by the Releasing Customer, its successors or assigns, arising from any action taken by GTS in reliance upon the nominations and scheduling instructions of the Replacement Customer and will hold GTS harmless for any actions taken by GTS in reliance upon the instructions of the Releasing Customer.

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

4.13 Limitations.

(a) Releases and assignments hereunder shall be for period(s) of one(1) or more Day(s) and the maximum term shall not extend beyond the expiration of this FERC Gas Tariff provision or the expiration of the Releasing Customer's Storage Service Agreement, whichever date occurs earlier.

(b) GTS may invalidate any offer to release or any bid subsequent to its posting on the Internet Web Site which does not conform to the requirements of this Section and the other provisions of this FERC Gas Tariff and such invalidated offer or bid shall be deemed null and void.

(c) Any terms and conditions imposed on the offer to release by the Releasing Customer as provided for in this Section must be objectively stated, reasonable, capable of administration or implementation by GTS without any material increase in burden or expense, applicable to all potential bidders, not unduly discriminatory, and consistent with the terms and conditions of this FERC Gas Tariff and Releasing Customer's Storage Service Agreement.

(d) A Releasing Customer may re-release to the same Replacement Customer, where such first release was not subject to posting and bidding pursuant to GT&C Section 4.4, for a term of 31 Days or less only if: 1) a period of 28 Days has elapsed after the first release for 31 Days or less has expired or 2) the Point(s) of Receipt and/or Point(s) of Delivery for the re-release is different from the Point(s) of Receipt and/or Point(s) of Delivery of the first release or 3) the Releasing Customer causes the posting of an offer to release capacity or of a pre-arranged transaction to be made, and capacity is allocated on the basis of bids submitted.

(e) If the Releasing Customer retains recall rights, it shall specify the condition(s) precedent to such recall and any recall. Releasing Customer may, to the extent permitted as a condition of the capacity release, recall released capacity (scheduled or unscheduled) at a Timely Nomination cycle and the Evening Nomination cycle, and recall unscheduled released capacity at the Intra-Day 1 and Intra-Day 2 Nomination cycles by providing notice to GTS by the following times for each cycle: 8:00 a.m. Central Clock Time for the Timely Nominations cycle; 5:00 p.m. CCT for the Evening Nomination Cycle; 8:00 a.m. CCT for the Intra-Day 1 Nomination cycle, and 3:00 p.m. CCT for the Intra-Day 2 Nomination cycle. Notification to Replacement Customers provided by GTS within one (1) hour of receipt of recall notification. The Releasing Customer shall exercise and administer such recall rights and GTS may rely on the Releasing Customer's notice and instructions. Releasing Customer shall indemnify and hold GTS harmless from and against all demands, losses, causes of action, expenses and/or damages resulting from or relating to Releasing Customer's exercise of its recall rights and GTS'S compliance therewith including claims by the affected Replacement Customer(s). GTS shall also support the function of repurchasing by Releasing Customers. Repurchase method and rights must be in the Releasing Customer's offer to release capacity.

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(f) Following the awarding of capacity to a Replacement Customer in accordance with the procedures provided in this Section, the Releasing Customer's rights and GTS's obligations under the Releasing Customer's Storage Service Agreement shall be modified and subject to the capacity rights released and assigned to the Replacement Customer for the term of such release. Effecting a release pursuant to the provisions of this Section shall constitute Releasing Customer's consent and agreement to such amendment or modification of its existing Storage Service Agreement.

(g) The offer to release by a Customer under Rate Schedule FSS, FP or FL must specify the quantities of MDDQ, MDRQ, MSQ, MPQ, MLQ, MDIQ, MDWQ or rights offered, and actually available on the effective date of the assignment, and the exercise of which rights, in conjunction with Releasing Customer's exercise of its retained rights, will not violate any maximum or minimum quantity requirements or limitations applicable under the Rate Schedule or the respective Storage Service Agreements. Releasing Customer shall be responsible for ensuring, if applicable, whether by the withdrawal or transfer-in-place of a portion of its Storage Inventory or otherwise as required, that such storage capacity, and the corresponding ability to inject/withdraw Gas up to the Maximum Storage Quantity released, in accordance with the terms and conditions of the applicable Rate Schedule and within the time remaining in the injection and/or withdrawal period, as applicable, shall be available upon the commencement of the release. A Replacement Customer under Rate Schedule FSS, FP or FL or must comply with all obligations imposed under such Rate Schedule and its rights to store, withdraw and/or inject Gas will be subject to the provisions thereof. If the Releasing Customer proposes to, or requires a transfer-in-place of the portion of its Storage Inventory in conjunction with its release and assignment of storage capacity rights, it shall so specify in its offer to release and such transfer shall be implemented contemporaneously with the release and assignment subject to compliance with the provisions of GT&C Section 20. The Replacement Customer must withdraw the portion of its Maximum Storage Quantity by the end of the term of the release. In lieu of withdrawing the portion of its Storage Inventory, the Replacement Customer can also attempt to effect a transfer of the portion of its Storage Inventory to another storage service Customer as provided in GT&C Section 20. If the Replacement Customer fails to withdraw or transfer the portion of its Storage Inventory by the end of the term of its release, title to the portion of Customer's remaining Storage Inventory will be vested, at no cost, in the Releasing Customer which released its capacity to the Replacement Customer on a temporary basis.

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5. PRIORITY, INTERRUPTION OF SERVICE AND OPERATIONAL FLOW ORDERS

5.1 Priority of Service. Any Customer executing a Storage Service Agreement with GTS shall be entitled to the storage, parking, wheeling, loaning, or hourly balancing of Gas in the following order of declining priority:

(a) Firm Storage Services at primary Point(s) of Receipt, not in excess of MDRQ, and at primary Point(s) of Delivery, not in excess of MDDQ, located on GTS's system.

(b) Firm Storage Services at secondary Point(s) of Receipt or Delivery located on GTS's system, and Firm Storage Services at primary Point(s) of Receipt located on GTS's system, in excess of MDRQ but less than or equal to MDIQ, and Firm Storage Services at primary Point(s) of Delivery located on GTS's system, in excess of MDDQ but less than or equal to MDWQ.

(c) Interruptible service, including Excess Injection Gas and Excess Withdrawal Gas (pursuant to and/or balancing service pursuant to GT&C Section 5.2.

(d) Extended injections for Firm Storage Service in excess of MDRQ/24 or extended withdrawals for firm service in excess of MDDQ/24.

(e) Should two or more Firm Customers have the same priority, capacity will be allotted to each Customer *pro rata* based on MDWQ.

5.2 Interruptible Service. Agreements relating to Excess Injection Gas and Excess Withdrawal Gas (pursuant to Section 2 of Rate Schedules FSS, FP or FL) and other Interruptible service obligations and extensions of the service shall have priority as follows:

(a) The order of priority relating to service requests for Excess Injection Gas and Excess Withdrawal Gas and service under Rate Schedules IP, IW, IL, ISS and IHBS shall be based on the net revenue to GTS as applicable, agreed to by GTS and Customer under such rate schedule, with the transaction generating the highest net revenue to GTS given highest priority.

(b) Should two or more Interruptible Customers have the same priority, capacity will be allocated to each Customer on a *pro rata* basis.

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5.3 Interruption.

(a) If on any Day GTS's capability to receive or deliver quantities is impaired so that GTS is unable to receive or deliver all the quantities which are scheduled, then interruption of service must be interrupted pursuant to the terms and conditions of this FERC Gas tariff. Interruption of service to Customers receiving Firm Storage Services shall be pro rata based on MDWQ. Interruption of service to Interruptible Customers under Rate Schedules IP, IW, IL, ISS, and IHBS and to firm Customers utilizing Excess Injection Gas and/or Excess Withdrawal Gas (pursuant to Section 2 of Rate Schedules FSS, FP and FL) shall be based on the charges paid by Customer, with the transaction with the lowest net revenue to GTS being interrupted first. Any ties shall be interrupted on a pro rata basis.

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

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

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

5.5 Action Alerts and Operational Flow Orders.

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

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(b) Actions to be Taken to Avoid Issuance. GTS shall, to the extent reasonably practicable, take all reasonable actions necessary to avoid issuing an Action Alert or OFO. Such actions shall include, in order of priority (1) working with point operators to temporarily adjust receipts and/or deliveries at relevant Point(s) of Receipt or Point(s) of Delivery, (2) working with Customers and point operators to adjust scheduled flows on the system, or (3) taking any other reasonable action designed to mitigate the system problem. After taking all such reasonable actions to avoid issuing an Action Alert or OFO, GTS will have the right to issue Action Alerts or OFOs, if necessary, in the circumstances described in GT&C Section 5.5(a).

(c) Preliminary Notifications/Follow-up Reports. GTS shall provide, via posting on the Internet Web Site and to affected parties through the affected party's choice of Electronic Notice Delivery mechanism(s), prior notice to all Customers and point operators of upcoming system events such as anticipated weather patterns and operational problems that may necessitate the issuance of an Action Alert or OFO.

(d) Applicability of Action Alert or OFO. GTS shall make an Action Alert or OFO as localized as is reasonably practicable based on GTS's good faith and reasonable judgment concerning the situations requiring remediation such that an Action Alert or OFO will be directed first to Customers and point operators causing the problem necessitating the Action Alert or OFO and second, if necessary, to all Customers and point operators. GTS will tailor the Action Alert or OFO to match the severity of the known or anticipated operational problem requiring remediation as more fully set forth in GT&C Sections 5.5(f) and 5.5(g). The declaration to the affected parties of Operational Flow Orders, critical periods and/or Critical Notices shall describe the conditions and the specific responses required from the affected parties.

(e) Notice. All Action Alerts and OFOs will be issued via telephone to be followed by a facsimile to the affected Customer(s) or point operator(s), with subsequent posting on the Internet Web Site, and notification to the affected parties through the affected party's choice of Electronic Notice Delivery mechanism(s). GTS shall also provide such notification via e-mail communication to those Customers and point operators that have provided e-mail address information for at least one contact person, and have requested via GTS's Internet Web Site, e-mail notification of Critical Notices issued by GTS. The Action Alert or OFO will set forth (1) the time and date of issuance, (2) the actions Customer or point operator is required to take, (3) the time by which Customer or point operator must be in compliance with the Action Alert or OFO, (4) the anticipated duration of the Action Alert or OFO, and (5) any other terms that GTS may reasonably require to ensure the effectiveness of the Action Alert or OFO. In addition to the other information contemplated by GT&C Section 5.5(e), such notice shall also include information about the status of operational variables that determine when an Action Alert or OFO will begin and end, and GTS shall post periodic updates of such information, promptly upon occurrence of any material change in the information. GTS will post a notice on the Internet Web Site informing the Customers and point operators when any Action Alert or OFO in effect will be lifted and specifying the factors that caused the Action Alert or OFO to be issued and then lifted, to the extent such factors are known.

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(f) Action Alerts. In the event that GTS determines that due to (1) an ongoing or anticipated weather event, (2) a known equipment problem, or (3) the anticipated continuation of a current system operational problem, action is necessary to avoid a situation in which the system integrity is jeopardized or GTS's ability to render firm service is threatened, GTS may issue an Action Alert as set out herein to forestall the development of the situation.

(1) Issuance of Alerts: Action Alerts will be noticed in accord with the procedures set forth in GT&C Section 5.5(e) and GTS will endeavor to provide a minimum of four (4) hours notice.

(2) Action Alerts can be issued to effect any of the following:

(i) restriction of Interruptible services;

(ii) restrictions of deliveries to specific Point(s) of Receipt or Point(s) of Delivery covered by an Operational Balancing Agreement or Point(s) of Delivery covered by an Operational Balancing Agreement to the aggregate MDRQ or MDDQ under the Firm Storage Service Agreements whose Primary Point(s) of Delivery, which are specified in the Storage Service Agreement, are at the affected locations; and/or

(iii) forced balancing such that point operators will be required to assure that nominations equal flows or that receipts and deliveries fall within the tolerance level designated in the Action Alert.

(g) OFOs. In the event that, in GTS's judgment, immediate action is required to alleviate conditions which threaten to impair reliable firm service, to maintain operations at the pressures required to provide efficient and reliable service, to have adequate Gas supplies in the system to maintain the system in balance for the foregoing purposes, GTS may forego the action described in GT&C Section 5.5(f) and immediately issue an OFO. In the event that (1) Customer or point operator does not respond to an Action Alert, (2) the actions taken thereunder are insufficient to correct the system problem for which the Action Alert was issued, or (3) there is insufficient time to carry out the procedures with respect to Action Alerts, GTS may issue an OFO pursuant to GT&C Section 5.5(g) or take unilateral action, including the curtailment of firm service, to maintain the operational integrity of GTS's system. For purposes of this Section, the operational integrity of GTS's system shall encompass the integrity of the physical system and the preservation of physical assets and their performance, the overall operating performance of the entire physical system as an entity, and the maintenance (on a reliable and operationally sound basis) of total system deliverability and the quality of Gas delivered. GTS shall post a notice on its Internet Web Site specifying the factors that caused the Action Alert or OFO to be issued, to the extent such factors are known. GTS shall also provide such notification via e-mail communication to those Customers who have submitted a request and provided e-mail address information for at least one contact person, via GTS's Internet Web Site to receive e-mail notification of Critical Notices issued by GTS.

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(h) Termination of an Action Alert or OFO. GTS shall lift any effective Action Alert or OFO promptly upon the cessation of operating conditions that caused the relevant system problem. After GTS has lifted the Action Alert or the OFO, GTS shall post a notice on its Internet Web Site specifying the factors that caused the Action Alert or OFO to be issued and then lifted, to the extent such factors are known. GTS shall also provide such notification via e-mail communication to those Customers who have submitted a request, and provided e-mail address information for at least one contact person, via GTS's Internet Web Site to receive e-mail notification of Critical Notices issued by GTS.

(i) Penalties. All quantities tendered to GTS and/or taken by Customer on a daily basis in violation of an Action Alert or OFO shall constitute unauthorized receipts or deliveries for which the applicable Action Alert or OFO penalty charge stated below shall be assessed.

- (1) Action Alert penalty charge for each Dekatherm of Gas by which Customer deviated from the requirements of the Action Alert equal to an Action Alert Index price calculated as 110% of the applicable daily Gas Daily posting for the Transporter on whose pipeline the deviation occurred, multiplied by the quantity by which the Customer deviated from the requirements of the Action Alert.
- (2) OFO penalty charge for each Dekatherm of Gas by which Customer deviated from the requirements of the OFO equal to an OFO Index Price calculated as three (3) times the applicable daily Gas Daily posting for the Transporter on whose pipeline the deviation occurred for the Day on which the deviation occurred, multiplied by the quantity by which the Customer deviated from the requirements of the OFO.

Any penalty revenue collected by GTS pursuant to GT&C Section 5.5(i) shall be credited to those firm and Interruptible Customers that did not incur Action Alert or OFO penalties pursuant to GT&C Section 5.5(i) in the Month for which Action Alert or OFO penalty revenues were received ("Non-Offending Customers"), based on the ratio of the total charges paid during that Month by the Non-Offending Customer to the sum of the total charges paid during that Month by all Non-Offending Customers. Such credits shall be calculated for each Month of the twelve (12) Month period ending 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 GTS's penalty disbursement report; provided, however, GTS 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 Action Alert or OFO penalty revenue collected pursuant to GT&C Section 5.5(i) by GTS as of the end of any Month exceeds \$1,000,000. GTS will file 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 this Section shall include interest calculated in accordance with 18 C.F.R. Section 154.501(d).

(j) Liability of GTS. GTS shall not be liable for any costs incurred by any Customer or point operator in complying with an Action Alert or OFO. GTS shall not be responsible for any damages that result from any interruption in service that is a result of a Customer's or point operator's failure to comply promptly and fully with an Action Alert or OFO, and the non-complying Customer or point operator shall indemnify GTS against any claims of responsibility. However, GTS shall use reasonable efforts to minimize any such costs or damages.

(k) Unilateral Action. In the event that (1) Customer(s) or point operator(s) does not respond to an OFO, or (2) the actions taken there under are insufficient to correct the system problem for which the OFO was issued, or (3) there is insufficient time to carry out the procedures with respect to OFOs, GTS may take unilateral action, including the curtailment of firm service, to maintain the operational integrity of GTS's system. For purposes of this Section, the operational integrity of GTS's system shall encompass the integrity of the physical system and the preservation of physical assets and their performance, the overall operating performance, the overall operating performance of the entire physical system, as an entity, and the maintenance (on a reliable and operationally sound basis) of total system deliverability and the quality of Gas delivered.

5.6 Operating Balancing Agreements and Predetermined Allocations

(a) Operational Balancing Agreements. GTS is willing to negotiate an OBA with any Transporter for the purpose of minimizing operational imbalances or resolving other matters with respect to the receipt of Gas into or delivery of Gas from GTS's facilities. The OBA must specify the gas custody transfer procedures to be followed by GTS and Transporter for the confirmation of nominated quantities and allocation of quantities of Gas measured at the point of Transporter's interconnection with GTS facilities. The OBA will provide that any variance between quantities of Gas measured and confirmed nominations for any Day will be promptly resolved in-kind or on a cash basis. To facilitate the determination of variances on a timely basis, GTS and Transporter will agree on necessary measurement, allocation and accounting procedures and set forth such procedures in the OBA. GTS will post on its internet web site the Points of Receipt and Points of Delivery where an OBA is in effect.

(b) Eligibility for an OBA. GTS will negotiate and execute an OBA on a not unduly discriminatory basis with any Transporter, provided that GTS shall not be obligated to negotiate and execute an OBA with any Transporter that:

- (1) Is not creditworthy as determined pursuant to GT&C Section 3;
- (2) Does not maintain or have available dispatching operations that are staffed on a continuous basis;
- (3) Does not have electronic flow measurement equipment to which GTS has access at the interconnect points for which an OBA is proposed
- (4) Would subject GTS to an increase in operating costs to operate electronic flow measurement or flow control equipment; or
- (5) Does not commit to timely and final determination of variances based on prompt in-kind or cash resolution.

(c) Predetermined Allocations. GTS is willing to negotiate and establish a Predetermined Allocation methodology with any Transporter for the purpose of allocating quantities of Gas measured at the any Point of Receipt or any Point of Delivery in the event that quantities of gas measured do not equal the confirmed nominations for such point. Unless otherwise agreed, all Predetermined Allocation methods established between GTS and Transporter must be agreed to in writing or by electronic communications following the NAESB Standards before the first day of the allocation period in which the predetermined allocation method is to be effective.

The predetermined allocation method must specify how the Gas measured at a Receipt Point or Delivery Point is to be allocated for the account of Transporter. The Predetermined Allocation method will either be ranked, pro rata, percentage or swing, as such terms are defined in the NAESB standards. The Predetermined Allocation methods are available at any point except those covered by an OBA.

If GTS and Transporter cannot agree upon an allocation method, pro rata based upon confirmed nominations will be used as the default method. The party responsible for custody transfer (the party performing the measurement function) shall provide the allocation.

To the extent Transporter submits a Predetermined Allocation method by electronic communication, GTS shall send a Quick Response, as such term has been defined by NAESB, confirming the receipt of Transporter's selections of a Predetermined Allocation method.

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6. STORAGE OPERATIONS

6.1 Customer shall tender or cause to be tendered to GTS at the Point(s) of Receipt located on its system any Gas which Customer desires to have injected into storage plus applicable Fuel Reimbursement volumes. Customer shall also receive or cause to be received Gas requested to be withdrawn from storage at the Point(s) of Delivery located on GTS's system.

6.2 Subject to the operating conditions of the delivering or receiving pipelines, GTS shall receive Gas for injection from Customer at the Point(s) of Receipt located on its system and deliver Gas to Customer at the Point(s) of Delivery located on its system as scheduled by Customer from time to time; provided, however, GTS shall not be obligated to receive for injection any quantity of Gas if the injection of the same would cause the quantity of Gas stored for Customer's account to exceed Customer's Maximum Storage Quantity, Maximum Park Quantity or Maximum Loan Quantity; nor shall GTS be obligated at any time to deliver more Gas to Customer than Customer has stored in its Storage Inventory, Park Balance and/or Loan Balance, as applicable.

6.3 Due to certain limitations of GTS's facilities, GTS shall not be obligated to receive, at any Point(s) of Receipt for injection, or deliver, at any Point of Delivery, any quantity of Gas when the quantity of Gas tendered for delivery to GTS or requested by Customer to be delivered, together with all other quantities of Gas tendered for delivery to GTS at any such Point of Receipt or requested for delivery at such Point of Delivery, results in a net metered flow which is less than or equal to 10,000 Dth per Day.

6.4 In the event that batch flowing nominated quantities of less than 10,000 Dth per Day is deemed operationally impractical by Transporter or GTS, and should GTS receive nominations for the injection or withdrawal of Gas, which after aggregation with other nominations commencing at the same time and same meter, results in a net metered quantity less than or equal to 10,000 Dth per Day, GTS will attempt, but shall not be required, to schedule such nominations. However, if any single or combination of nominations is scheduled such that the aggregated nominated quantities result in a net metered quantities less than or equal to 10,000 Dth per Day, all nominations may be curtailed on a pro-rata basis such that the net metered volume will be zero. GTS will verbally notify the affected Customer(s) within four (4) hours of being notified of changes to nominations which would result in curtailment as provided herein.

7. WHEELING OPERATIONS

7.1 Customer shall tender or cause to be tendered to GTS at the Point(s) of Receipt located on its system any Gas which Customer desires to have wheeled plus applicable Fuel Reimbursement volumes. Customer shall also receive or cause to be received Gas requested to be wheeled at the Point(s) of Delivery located on GTS's system.

7.2 Due to certain limitations of GTS's facilities, GTS shall not be obligated to receive, at any Point of Receipt located on its system for wheeling, or deliver, at any Point of Delivery located on its system, any quantity of Gas when the quantity of Gas tendered for delivery to GTS or requested by Customer to be delivered, together with all other quantities of Gas tendered for delivery to GTS at any such Point of Receipt or requested for delivery at such Point of Delivery, results in a net metered flow which is less than or equal to 10,000 Dth per Day.

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7.3 In the event that batch flowing nominated quantities of less than 10,000 Dth per Day are deemed operationally impractical by Transporter or GTS, and should GTS receive nominations for the injection or withdrawal of Gas, which after aggregation with other nominations commencing at the same time and same meter, results in a net metered quantity less than or equal to 10,000 Dth per Day, GTS will attempt, but shall not be required, to schedule such nominations. If any single or combination of nominations is scheduled such that the aggregated nominated quantities result in a net metered quantity less than or equal to 10,000 Dth per Day, all nominations may be curtailed on a pro rata basis such that the net metered quantity will be zero. GTS will verbally notify the affected Customer(s) within four (4) hours of being notified of changes to nominations which would result in curtailment as provided herein.

8. NOMINATIONS AND SCHEDULING

8.1 During any Day when Customer desires GTS to inject, withdraw or wheel Gas, Customer shall submit a nomination to GTS via fax or via the Internet Web Site that includes, but is not limited to the following information: quantity, flow period, upstream transportation contract number(s), downstream transportation contract number(s), Customer name and Storage Service Agreement number, and the Customer's authorized employee name and telephone number. All nominations shall be based on a daily quantity. All nominations shall include Customer defined begin dates and end dates. All nominations, excluding Intra-day Nominations, have rollover options. Specifically, Customers have the ability to nominate for several Days, Months, or years, provided the nomination begin and end dates are within the term of Customer's contract. Overrun quantities should be requested on a separate transaction.

8.2 GTS will accept nominations for service as follows:

(a) Next Day Service. The nomination timeline on the day prior to Gas flow shall be the following (all times are CCT):

11:30 a.m.	Nomination leaves control of the Customer
11:45 a.m.	Receipt of nomination by the GTS
12:00 p.m.	GTS provides quick response for validity of data elements
3:30 p.m.	Completed confirmations from upstream and downstream connected parties provided to GTS
4:30 p.m.	Receipt of scheduled quantities by Customer and point operator

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

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

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

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

(d) Nominations will be processed for scheduling in the order in which they were received, by priority level as described in GT&C Section 5. Nominations received after nomination deadline should be scheduled after the nominations received before the nomination deadline.

(e) Notices provided under GT&C Section 8.2 must be submitted in writing via fax or the Internet Web Site. Customer shall provide notice of any changes in deliveries to or receipt from GTS to all transporters and shall be responsible for, and shall hold GTS harmless, from, any and all negligence of GTS.

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(f) Minimum NAESB Nomination Standards. In the event the more flexible nomination procedures set forth in GT&C Section 8.2(b) are inapplicable for any reason, nominations shall be submitted and processed in accordance with the minimum standards set forth in GT&C Section 8.2(f). GTS shall support the following standard nomination cycles:

- (1) The Timely Nomination Cycle: 11:30 a.m. for nominations leaving control of the nominating party; 11:45 a.m. for receipt of nominations by GTS; noon to send Quick Response; 3:30 p.m. for receipt of completed confirmations by GTS from upstream and downstream connected parties; 4:30 p.m. for receipt of scheduled quantities
- (2) The Evening Nomination Cycle: 6:00 p.m. for nominations leaving control of the nominating party; 6:15 p.m. for receipt of nominations by GTS; 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed confirmations by GTS from upstream and downstream connected parties; 10:00 p.m. for GTS to provide scheduled quantities to affected Customers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties) (Central Clock Time on the day prior to flow). Scheduled quantities resulting from an Evening Nomination should be effective at 9:00 a.m. on the day.
- (3) The Intra-day 1 Nomination Cycle: 10:00 a.m. for nominations leaving control of the nominating party; 10:15 a.m. for receipt of nominations by GTS; 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of completed confirmations by GTS from upstream and downstream connected parties; 2:00 p.m. for GTS to provide scheduled quantities to affected Customers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties) (Central Clock Time on the Day). Scheduled quantities resulting from Intra-day 1 Nominations should be effective at 5:00 p.m. on the Day.
- (4) The Intra-day 2 Nomination Cycle: 5:00 p.m. for nominations leaving control of the nominating party; 5:15 p.m. for receipt of nominations by GTS; 5:30 p.m. to send Quick Response; 8:00 p.m. for receipt of completed confirmations by GTS from upstream and downstream connected parties; 9:00 p.m. for GTS to provide scheduled quantities to affected Customers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties) (Central Clock Time on the Day). Scheduled quantities resulting from Intra-day 2 Nominations should be effective at 9:00 p.m. on the Day. Bumping is not allowed during the Intra-day 2 Nomination Cycle.

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

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

9.1 Point(s) of Receipt. Customer shall tender all Gas for wheeling or injection into storage to GTS at the Point(s) of Receipt located on GTS's system as specified in Customer's Storage Service Agreement. The quantity of Gas tendered by Customer to GTS for wheeling or injection into storage shall (i) not exceed at each Point of Receipt the MDTQ or MDRQ as applicable, for such Point of Receipt in effect from time to time, or (ii) not to exceed the MDIQ plus the applicable Fuel Reimbursement at all Point(s) of Receipt in effect from time to time, without the consent of GTS.

9.2 Point(s) of Delivery. GTS shall tender all Gas to be wheeled or withdrawn from storage to Customer at the Point(s) of Delivery located on GTS's system as specified in Customer's Storage Service Agreement. The quantity of Gas delivered to Customer shall (i) not exceed at each Point of Delivery the MDTQ or MDDQ, as applicable, for such Point in effect from time to time, or (ii) not exceed the MDWQ at all Point(s) of Delivery in effect from time to time, without the consent of GTS.

9.3 Transportation Guidelines. The Transporter(s)' rules, guidelines, operational procedures and policies, as they may be changed from time to time, shall define and control the manner in which Gas is delivered and received at the Point(s) of Delivery and Receipt. GTS and Customer each agree to provide to the other, in as prompt a manner as reasonable, all information necessary to permit scheduling pursuant to such requirements. In addition, GTS will not be required to begin wheeling, injections or withdrawals for a Customer's account unless and until the data required for nominations, provided for in GT&C Section 8, have been confirmed by the applicable Transporter to GTS's Gas Dispatcher.

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9.4 Measurement. Customer and GTS agree that the quantity of Gas delivered hereunder shall be measured by GTS in accordance with the Transporter's pipeline tariff, and, as such, may be allowed to fluctuate within the applicable measurement or flow tolerances on a daily and Monthly basis.

9.5 Costs and Penalties. Customer shall hold GTS harmless for all costs and penalties which may be assessed by Transporter under Customer's transportation agreement with Transporter, unless the costs and penalties are due to the negligence of GTS. Customer and GTS shall cooperate with each other and with the Transporter to verify delivery and receipt of the volumes of Gas delivered hereunder on a timely basis.

9.6 Downstream and Upstream Transportation. Customer shall be responsible for transportation from the Point(s) of Delivery located on GTS's system and payment of all transportation charges relating thereto. Customer shall be responsible for transportation to the Point(s) of Receipt located on GTS's system and payment of all transportation charges relating thereto.

9.7 Purchase and Sale of Gas. GTS may buy and sell Gas to the extent necessary to maintain System pressure, to balance operational quantities received and delivered, and to perform other functions in connection with providing storage service. Nothing herein will be deemed to impose on GTS an obligation to provide a sale and purchase service to any of its customers.

10. QUALITY

10.1 Specifications. The Gas delivered by either party to the other hereunder shall be of such quality as to be (i) received by all Transporters which receive such Gas at the Point(s) of Delivery located on GTS's system, and shall (ii) meet at least the following specifications:

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(a) Be commercially free from objectionable odors, dirt, dust, sand, iron particles, gums, gum-forming constituents, impurities, oils, gasoline, hydrocarbons liquefiable at temperatures in excess of 25 degrees Fahrenheit at the prevailing operating pressure, PCB's, and other solid and/or liquid matter which will render it unmerchantable or cause injury to or interference with proper operations of the lines, storage operations, regulators, meters, or other appliances through which it flows. In addition, GTS may, from time to time, as operationally necessary, establish and post on its Informational Postings website an upper BTU per cubic foot limit, a limit on hydrocarbon dewpoint, or other gas quality specification as necessary for receipts at specified segments or other specified locations on its system to prevent hydrocarbon fallout, or to assure that gas will be accepted into interconnects with any Transporter.

(b) Shall contain not more than one fourth (1/4) of one grain of hydrogen sulfide per one hundred (100) cubic feet, as determined by standard methods of testing, nor more than twenty (20) grains of total sulfur per one hundred (100) cubic feet.

(c) The Gas delivered hereunder shall not contain more than two-tenths of one percent (0.2%) by volume of oxygen, shall not contain more than two percent (2%) by volume of carbon dioxide, and shall not contain more than four percent (4%) by volume of combined total inerts.

(d) Shall have a heating value of not less than nine hundred and seventy five (975) Btu's per cubic feet and not more than eleven hundred ten (1110) Btu's per cubic feet.

(e) Shall have a temperature of not more than 120 degrees Fahrenheit (120 degrees F), or less than forty degrees Fahrenheit (40 degrees F).

(f) Shall have been dehydrated by the tendering party, if necessary, for removal of entrained water or water in a vapor form in excess of seven (7) pounds of water per million (1,000,000) cubic feet of Gas as determined by dew-point apparatus approved by the Bureau of Mines or such other apparatus as may be mutually agreed upon.

10.2 Rejection of Gas. Either party shall be entitled to accept or reject, on a not unduly discriminatory basis, any Gas tendered to it by the other party which does not meet the minimum specifications of GT&C Section 10.1. Acceptance of such Gas does not constitute any waiver of GTS's right to refuse to accept similarly nonconforming Gas.

11. PRESSURE AND INJECTION/WITHDRAWAL RATES

11.1 Delivery Pressures. GTS shall deliver Gas to Customer at pressures sufficient to enter the pipeline facilities at the Point(s) of Delivery located on GTS's system against the operating pressures maintained by Transporter(s). GTS shall not be required to deliver Gas at pressures in excess of those required by Transporter(s) or in excess of Transporter(s) maximum allowable operating pressure (MAOP), not to exceed 1,000 psig. Customer shall deliver or cause to be delivered to GTS all Gas for wheeling, parking, storage or injection at the Point(s) of Receipt located on GTS's system at pressures not less than 800 psig and not in excess of the MAOP of GTS's facilities at the Point(s) of Receipt. GTS shall be responsible for maintaining facilities at such Point(s) of Receipt to permit Customer to deliver Gas to GTS at such allowed pressures.

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11.2 Receipt and Delivery Rates. GTS has designed the facilities required to wheel, park, store, inject and withdraw Gas based on "normal" operating pressures maintained by the Transporter(s) at the Point(s) of Receipt/Delivery located on GTS's system with allowances for reasonable fluctuations. In the event that conditions on the Transporter's system vary substantially from this "normal" design condition coincident with high levels of Customer receipt or delivery activity, GTS's capability to receive or deliver the quantities set forth in its Storage Service Agreements may be impaired, resulting in an interruption in service. If this happens, capacity will be allocated pursuant to GT&C Section 5. Customer agrees to indemnify and hold GTS harmless for any loss caused by any such interruption in service.

12. TITLE AND RISK OF LOSS

12.1 Customer warrants for itself, its successors and assigns, that it will have at the time of delivery of Gas for wheeling, parking, storage or injection hereunder either good title or the right to have the Gas transported or stored. Customer warrants for itself, its successors and assigns, that the Gas it delivers hereunder shall be free and clear of all liens, encumbrances, or claims whatsoever; and that it will indemnify GTS and save it harmless from all claims, suits, actions, damages, costs and expenses arising directly or indirectly from or with respect to the title and/or right to Gas tendered to GTS hereunder.

12.2 As between Customer and GTS: Customer shall be in control and possession of the Gas prior to delivery to GTS for wheeling, parking, storage or injection at the Point(s) of Receipt located on GTS's system and after redelivery by GTS to Customer at the Point(s) of Delivery located on GTS's system, and shall indemnify and hold GTS harmless from any damage or injury caused thereby. GTS shall be in control and possession of the Gas after the receipt of the same at the points of Receipt and until redelivery by GTS to Customer at the Point(s) of Delivery, and shall indemnify and hold Customer harmless from any damage or injury caused thereby, except to the extent of damages and injuries caused by the negligence of Customer. The risk of loss for all Gas wheeled, injected into, parked or stored in and withdrawn from storage shall remain with Customer, and GTS shall not be liable to Customer for any loss of Gas, except as may be occasioned due to the intentional or negligent acts or omissions by GTS. Any losses of Gas, unless due to the intentional or negligent act or omissions of GTS, shall be shared proportionally by all Customers, based on each Customer's Storage Inventory, Park Balance and/or Loan Balance, as applicable

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13. MEASUREMENT

13.1 The volume and the total heating value of Gas received and delivered by Transporter shall be determined as follows:

- (a) The unit of Gas received and delivered by Transporter shall be a Dekatherm.
- (b) The unit of volume, for the purpose of measurement, shall be one cubic foot of Gas. The readings and registrations of the measuring equipment provided for herein and determinations of Gross Heating Value shall be computed in terms of such volumes.

13.2 The factors required to determine the volume of Gas received, such as pressure, temperature, specific gravity and deviations from Boyle's Law, shall be calculated in accordance with the American Gas Association Bulletin Number 3 and any modifications and amendments thereof, and applied in a practical manner.

13.3 Measuring Equipment:

(a) With respect to Gas received or delivered under a Transportation Agreement, unless otherwise mutually agreed upon, all measuring facilities shall be installed, if necessary, owned, maintained and operated by Transporter or Transporter's designee near the Receipt Point(s) and Delivery Point(s).

(b) All meters and measuring equipment for the determination of volume, Gross Heating Value and relative density shall be approved pursuant to, and installed and maintained in accordance with, the currently published standards of the American Gas Association, or as mutually agreed upon. Notwithstanding the foregoing, all installation of equipment applying to or affecting deliveries of Gas shall be made in such manner as to permit an accurate determination of the quantity and Gross Heating Value of Gas delivered and ready verification of the accuracy of measurement. Care shall be exercised by all parties in the installation, maintenance and operation of pressure regulating equipment so as to prevent any inaccuracy in the determination of the energy of Gas delivered under the Transportation Agreement.

(c) The accuracy of measuring equipment shall be verified by Transporter or other party at reasonable intervals at the expense of the party performing the verification, and if requested, in the presence of representatives of the other party, but either party shall not be required to verify the accuracy of such equipment more frequently than once in any 30 day period. In the event either party shall notify the other that it desires a special test of any measuring equipment, the parties shall co-operate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test shall be borne by the requesting party if the measuring equipment is found to be in error by not more than the limits set out as follows:

- (i) 2% for measuring equipment utilized to determine volume,
- (ii) 1% for any measuring equipment utilized to determine relative density,
- (iii) 0.5% for any measuring equipment utilized to determine Gross Heating Value.

If upon test, any measuring equipment is found to be in error by not more than the limits specified above, the previous readings of such equipment shall be considered accurate in computing deliveries or receipts of Gas, but such equipment shall be adjusted at once to register accurately.

If, for the period since the last test, it is determined for a recording corresponding to the average hourly rate of flow for such period that:

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(iv) Any measuring equipment shall be found to be inaccurate by an amount exceeding 2%, or

(v) Any measuring equipment utilized to determine the relative density shall be found to be inaccurate by an amount exceeding 1%, or

(vi) Any measuring equipment utilized to determine the Gross Heating Value shall be found to be inaccurate by an amount exceeding 0.5%, then the previous readings of the measurement equipment shall be corrected to zero error for any period which can be agreed upon, but if the period is not agreed upon such correction shall be for a period extending over the last half of the time elapsed since the date of the last test, not exceeding a correction period of 16 days.

Notwithstanding the foregoing, when Transporter and Shipper mutually agree that a measurement instrument inaccuracy occurred at a definite point in time, an appropriate correction shall be made even though said inaccuracy is less than the limits specified in (iv), (v) or (vi) above.

- (d) Either Transporter or Shipper may install, maintain and operate at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of the other's measuring equipment. Any pressure or volume control regulators installed by one party shall be operated so as not to interfere with the other party's measuring equipment.
- (e) The measuring equipment so installed by either party, together with any building erected by it for such equipment, shall remain the property of the party that performed the installation. However, either party shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done in connection with the other's measuring equipment used in measuring or checking the measurement of the delivery of Gas. The records from such measuring equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within 30 days after receipt thereof.
- (f) Transporter and Shipper shall each preserve for a period of at least 3 years all test data, charts and other similar records or such longer period as may be required by the Commission. Microfilms of the original documents shall be considered true records.
- (g) In the event a meter is out of service or registering inaccurately, the volume of Gas delivered during the period that such meter is out of service or registering inaccurately shall be determined:
- (i) By using the registration of any check meter or meters, if installed and accurately registering; or, in the absence of (a);
 - (ii) By correcting the error if the percentage of error is ascertainable by calibration, tests, or mathematical calculation; or, in the absence of both (a) and (b);
 - (iii) By estimating the quantity of delivery by deliveries during periods under similar conditions when the meter was registering accurately.
- (h) Prior Period Adjustments - Pursuant to NAESB Standards 2.3.7, 2.3.11, 2.3.12, 2.3.13, 2.3.14: The cutoff for the closing of measurement is 5 business days after the business month. For treatment of measurement prior period adjustments, treat the adjustment by taking it back to the production month. A meter adjustment becomes a prior period adjustment after the fifth business day following the business month. For reporting measurement prior period adjustments, report it with the restated line item with new total quantity for the day and the month. Estimate missing or late measurement data and treat actual as a prior

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period adjustment, with the measuring party to provide the estimate. Measurement data corrections should be processed within 6 months of the production month with a 3 month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

14. BILLINGS AND PAYMENTS

14.1 Invoice. Not later than the ninth (9th) Business Day of each month, GTS shall provide Customer (including a Replacement Customer) an invoice and any required backup data (which may be transmitted by e-mail or fax) setting forth (i) the charges due for the current Month; (ii) the total quantity of Gas, stated in dekatherms, received from and delivered to Customer hereunder during the preceding Month(s), with applicable Point(s) of Receipt and Point(s) of Delivery properly identified, and the amount due therefore; and if applicable, (iii) the amount of Customer's Gas in storage as of the close of the preceding Month and information sufficient to explain and support any adjustments made by GTS in determining the amount billed. If actual quantities are not available by the ninth (9th) Business Day of the month, GTS may invoice based on best available data subject to adjustment to actuals at a later date. Quantities at points where OBAs exist shall be invoiced based on scheduled quantities.

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14.2 Application of Payments for Released Capacity. Payments to GTS by a Replacement Customer for released capacity shall be applied as follows: (i) GTS shall retain amounts equal to the Replacement Customer's usage charges; (ii) GTS will credit the balance to reservation charges due from the Replacement Customer; and (iii) GTS shall remit the remaining balance, if any, or shall charge any balance due, to the Replacement Customer, in accordance with GT&C Section 4.10. If any balance due from the Replacement Customer remains unpaid, the outstanding balance will then be billed to the Releasing Customer; provided, however, the Releasing Customer is only liable to the extent of its reservation charges and any surcharges related thereto.

14.3 Payment. Customer shall pay GTS by wire transfer the full amount reflected on the invoice within fifteen (15) days of the date of the invoice. If the fifteenth (15th) Day shall fall upon a weekend or legal holiday, then such payment shall be made on the last regular Business Day prior to such fifteenth (15th) Day. Party making payment should submit supporting documentation; party receiving payment should apply payment per supporting documentation provided by the paying party; and if payment differs from invoiced amount, remittance detail should be provided with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two Business Days of the payment due date.

14.4 Billing Error. If an error is discovered in any billing, such error shall be adjusted within 30 days of the determination thereof. If a dispute arises as to the amount payable in any invoice rendered hereunder, Customer shall nevertheless pay when due the amount not in dispute under such invoice. Such payment shall not be deemed to be a waiver of the right by Customer to recoup any overpayment, nor shall acceptance of any payment be deemed to be a waiver of the right by Customer to recoup any overpayment, nor shall acceptance of any payment be deemed to be a waiver by GTS of any underpayment. In the event Customer fails to forward the entire undisputed amount due to GTS when same is due, interest on the unpaid portion shall accrue at the same rate of interest and in the same manner as prescribed for pipeline refunds as set forth in 18 C.F.R. Section 154.501(d) from the date such payment is due until the same is paid. If Customer's failure to pay the undisputed portion of any invoice rendered hereunder continues beyond thirty (30) days after the due date of such invoice, then GTS, in addition to all other legal remedies available to it, shall have the right and option to suspend further deliveries of Gas until such default shall have been cured. If Customer's failure to pay the undisputed portion of any invoice rendered hereunder continues beyond sixty (60) days after the due date of such invoice, then GTS, in addition to all other legal remedies available to it, shall have the right and option to terminate service hereunder.

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14.5 Billing Disputes. If Customer withholds payment of any disputed amount as authorized herein, Customer shall within ten (10) days after the due date of the disputed invoice submit to GTS a written explanation of the dispute and any available supporting documentation. The parties shall then cooperate in good faith to resolve such dispute as expeditiously as possible, and the portion, if any, of such disputed amount eventually determined to be due shall bear interest at the rate stated in GT&C Section 14.4 from the original due date until the date actually paid.

14.6 Right to Audit. Both GTS and Customer shall have the right at their own expense to examine and audit at any reasonable time the books, records (including measurement, billing and payment) and charts of the other to the extent necessary to verify the accuracy of any statements or charges made under or pursuant to any of the provisions of Customer's Storage Service Agreement. Upon request, Customer shall also make available to GTS for audit purposes any relevant records of the Transporters to which Customer has access. A formal audit of accounts shall not be made more often than once each Contract Year. Any inaccuracy will be promptly corrected when discovered; provided, however, that neither GTS nor Customer shall be required to maintain books, records or charts for a period of more than two (2) Contract Years following the end of the Contract Year to which they are applicable. Neither GTS nor Customer shall have any right to question or contest any charge or credit if the matter is not called to the attention of the other in writing within two years after the end of the Contract Year in question.

15. TAXES

If at any time GTS is required to remit any taxes assessed on the Gas pursuant to Customer's Storage Service Agreement, then GTS shall have the right to collect from Customer such taxes, including any penalties and interest. Customer agrees to reimburse GTS for the taxes assessed on the Gas, including any penalties and interest, within fifteen (15) days of the date of invoice from GTS. Customer shall furnish GTS information, satisfactory to GTS, to enable GTS to comply with any reports required by state or federal government and agencies. Customer recognizes that GTS may be required to file federal and state tax returns, and Customer agrees to furnish GTS with adequate information pertaining to the taxation on the Gas. Customer shall coordinate such filings with GTS.

16. INSURANCE

Customer shall be responsible for providing its own insurance coverage with respect to its Gas in the Facility.

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17. FORCE MAJEURE

17.1 Effect of Force Majeure. In the event GTS 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, it is agreed that upon GTS's giving notice and full particulars of such force majeure event on its Internet Web Site and/or in writing to Customer within a reasonable time after the occurrence of the cause relied on, then the obligations of GTS shall be suspended to the extent that they are affected by such force majeure event and for the period of such force majeure condition, but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch. In the event GTS declares force majeure, Customer shall only be obligated to pay a pro rata portion of demand charges to the extent that services are available from GTS.

17.2 Nature of Force Majeure. The term "Force Majeure" as employed in Customer's Storage Service Agreement shall mean any cause whether of the kind enumerated herein or otherwise, not reasonably within the control of GTS, such as acts of God; strikes, lockouts and industrial disputes or disturbances; inability to secure or delays in obtaining labor, materials, supplies, permits, easements or rights-of-way, including inability to secure materials by reason of allocations promulgated by authorized governmental agencies; arrests and restraints of governments and people; interruptions by government or court orders; present and future valid orders, decisions or rulings of any government or regulatory entity having proper jurisdiction; acts of the public enemy; vandalism; wars; riots; terrorism; civil disturbances; blockades; insurrections; epidemics; landslides; lightning; tornadoes, hurricanes; earthquakes; fires; storms; floods; washouts; inclement weather which necessitates extraordinary measures and expense to maintain operations; explosions; breakage, accidents and/or unscheduled maintenance to plant facilities including machinery, lines of pipe, accidents and/or unscheduled maintenance of wells or subsurface storage caverns or reservoirs; testing (as required by governmental authority or as deemed necessary by GTS for the safe operation of the facilities required to perform the services hereunder); and the unscheduled making of repairs or alterations to pipelines, storage, and plant facilities including Transporter(s)' pipeline repairs. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of GTS, and that the above requirements that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of opposing party when such course is inadvisable in the discretion of GTS.

18. NOTICES

Any notice, request, demand, or statement, provided for in Customer's Storage Service Agreement, except as otherwise herein provided, shall be given in writing, delivered in person, by United States Mail or via e-mail or facsimile, to the parties at the addresses shown in the executed Storage Service Agreement or at such other addresses as may hereafter be furnished to the other party in writing. Any notice initially delivered by fax shall be confirmed by regular mail or email within one (1) week after transmission of the fax.

19. FUEL CHARGE

19.1 Categories of Fuel Usage. The two general categories of fuel usage are: (1) Direct Fuel Usage, consisting of (a) compression fuel, (b) dehydration fuel, and (c) line heating fuel; and (2) Indirect Fuel Usage, consisting of fuel that is consumed on Site to (a) generate electricity, (b) heat the facility (if any), and (c) lost and unaccounted for volumes to the extent required for the operation and maintenance of GTS's Gas storage facilities.

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19.2 Fuel Charge. The Fuel Charge shall be negotiated by GTS and Customer such that the charge for fuel may be paid in kind or in dollars per Dth, as set forth in Customer's Storage Service Agreement(s).

20. GAS TITLE TRANSFERS

20.1 Title Transfers of Gas in Storage:

- (a) A Customer that has executed a Storage Service Agreement under Rate Schedules FSS, FP, IP, ISS and IHBS may sell Storage Inventory or Park Balance to any other Customer that has executed a Storage Service Agreement under Rate Schedules FSS, FP, FL, IL, IP, ISS and IHBS if:
 - (i) Customer selling any Storage Inventory or Park Balance provides notification to GTS's dispatcher prior to the nomination deadline and provides GTS with written verification of the transfer within three Business Days; and
 - (ii) The purchase does not cause either Customer to exceed its Maximum Storage Quantity or Maximum Park Quantity, as applicable and as specified in the Customer's Storage Service Agreement (Exhibit B of Customer's Hub Services Agreement), or cause either Customer's balance to go below zero.
- (b) GTS will recognize the transfer for purposes of computing available Storage Inventory on a prospective basis within 24 hours after receiving the notification. In the event the required written verification is not received, the transfer will no longer be recognized and the Storage Inventory for each Customer will be restated to reflect the reversal of the transfer.

20.2 Title Transfers of Gas

- (a) Transfers of title between Customers may be permitted by GTS at Point(s) of Receipt and Point(s) of Delivery located on GTS's system to the extent practicable.
- (b) Requests for such transfers shall be made in accordance with the nomination procedures set forth in GT&C Section 8, Nominations and Scheduling. GTS shall not unreasonably withhold approval of such transfers.

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21. PENALTIES

21.1 A Customer shall be liable for and shall be required to reimburse GTS for all penalties, charges and fees that GTS is required to pay to Transporter(s) as a consequence of Customer's actions. The recovery of such penalty amounts shall be on an as-billed basis.

21.2 In addition to the payment of the penalties set forth in GT&C Section 21.1, the responsible Customer shall also be liable for, and shall reimburse GTS, for all costs incurred by GTS as a consequence of such Customer's actions.

22. ORDER NO. 690 COMPLIANCE

22.1 To the extent required, Shared Personnel and Facilities Information on any facilities or operating personnel that GTS shares with its marketing affiliates will be available on GTS's Internet Web Site. Such information will be updated within three (3) Business Days of any change.

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22.2 All terms and conditions set forth in this FERC Gas Tariff shall be applied in a nondiscriminatory manner without preference to GTS's marketing affiliates.

22.3 GTS shall provide service under Rate Schedules FSS, FP, FL, IP, IL, ISS, IHBS and IW on a basis that is equal in quality for all Gas supplies stored, parked, loaned, balanced, imbalance traded and/or wheeled by GTS under each such respective rate schedules.

22.4 Complaints regarding GTS's compliance with Order No. 690 in providing storage and/or transportation services pursuant to any of the rate schedules set forth in this FERC Gas Tariff shall be submitted to the Chief Compliance Officer at [phone number] or by fax at [fax number] and shall contain a clear and complete statement of the nature and basis of the complaint, together with supporting documentation, if any. Within forty-eight (48) hours of receipt of such information, an officer of GTS shall orally respond to the complaint, and within thirty (30) days of the receipt of the complaint, an officer of GTS shall provide a written response to the complaint. In the event the required date of GTS's response falls on a Saturday, Sunday or a holiday that affects GTS, GTS shall respond by the next Business Day.

23. FORM OF SERVICE REQUEST

GOLDEN TRIANGLE STORAGE, INC.
SERVICE REQUEST

Send to: Director of Marketing
Golden Triangle Storage, Inc.
1200 Smith Street, Suite 900
Houston, Texas 77002
Phone: (832) 397-1740

NOTE: A check, as required by GT&C Section 3.3, must accompany each firm service request to be valid.

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INFORMATION REQUIRED FOR VALID STORAGE REQUEST

NOTE: Any change in the facts set forth below, whether before or after service begins, must be promptly communicated to GTS in writing.

23.1 Customer's name and address: (Note: the Customer is the party that has all lawful right and title to the Gas to be stored and that proposes to execute the Storage Service Agreement with GTS.)

Attention: Telephone: () _____

23.2 This request is for: (check one)

- _____ Firm storage service under Rate Schedule FSS
- _____ Firm parking service under Rate Schedule FP
- _____ Firm loan service under Rate Schedule FL
- _____ Interruptible parking service under Rate Schedule IP
- _____ Interruptible wheeling service under Rate Schedule IW
- _____ Interruptible loan service under Rate Schedule IL
- _____ Interruptible storage service under Rate Schedule ISS
- _____ Interruptible hourly balancing service under Rate Schedule IHBS

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Issued on:

Effective:

GENERAL TERMS AND CONDITIONS
(Continued)

23.3 Requested Firm Storage Service:

(a) Request Quantities

Maximum Storage Quantity (MSQ) _____
Maximum Daily Injection Quantity (MDIQ) _____
Maximum Daily Withdrawal Quantity (MDWQ) _____

Transporter Name: _____

(b) Rate Customer proposes to pay for storage service under Rate Schedules FSS:

Monthly Storage Reservation Charge
(\$/Dth of MSQ)

Injection Charge: _____

Withdrawal Charge: _____

Excess Injection Charge: _____

Excess Withdrawal Charge: _____

Fuel Charge: _____

(c) Term of Service: _____

Commencement Date: _____

Termination Date: _____

Issued by:
Issued on:

Effective:

GENERAL TERMS AND CONDITIONS
(Continued)

23.4 Requested Interruptible Hub Services:

(a) Request Quantities

Maximum Storage Quantity (MSQ) _____
Maximum Daily Injection Quantity (MDIQ) _____
Maximum Daily Withdrawal Quantity (MDWQ) _____
(if applicable)

Transporter Name: _____

Maximum Daily Receipt Quantity (MDRQ) _____
Maximum Daily Delivery Quantity (MDDQ) _____

(b) Rate Customer proposes to pay for Interruptible services under Rate Schedules IP, IW, IL, ISS, or IHBS:

Charge for Interruptible parking, wheeling, loan, or hourly balancing service, as applicable _____
(\$/Dth of MDTQ or MDWQ, as applicable)

(c) Term of Service: _____
Commencement Date: _____
Termination Date: _____

For Interruptible wheeling service: Complete the information requested for the applicable pipeline. The Maximum Daily Receipt Quantity must equal the Maximum Daily Delivery Quantity. Only one Point of Receipt and one Point of Delivery per request. Use a separate request for additional transportation service needs.

23.5 Is Customer affiliated with GTS?

Yes _____ No _____

If yes, type of affiliation and the percentage of ownership between GTS and customer:

23.6 Customer is a(n): (Check one)

_____ Local Distribution Company
_____ Intrastate Pipeline Company
_____ Interstate Pipeline Company
_____ Marketer/Broker Producer
_____ End User Other (please describe _____)

Issued by:
Issued on:

Effective:

GENERAL TERMS AND CONDITIONS
(Continued)

23.7 Customer's address for statements and invoices:

Attention: _____ Telephone: () _____

For all other matters:

Attention: _____ Telephone: () _____

23.8 Acceptance of a service request is contingent upon a satisfactory credit appraisal by GTS. Customer must provide evidence of creditworthiness as outlined in GT&C Section 3.4.

By submitting this request, Customer certifies further that it will execute, if tendered by GTS, a Storage Service Agreement for the level of service requested herein.

THIS SERVICE REQUEST IS HEREBY SUBMITTED THIS ____ DAY OF _____, ____.

By _____

Title _____

Telephone number () _____

Customer: _____ (Company Name)

Issued by:
Issued on:

Effective:

GENERAL TERMS AND CONDITIONS
(Continued)

24. NORTH AMERICAN ENERGY STANDARDS BOARD

GTS adopts or exceeds all of the Business Practices and Electronic Communication Standards which were required by the Commission in 18 CFR Section 284.12(b) in accordance with Order Nos. 587 et. al., following NAESB standards, definitions and data sets, Version 1.5, are incorporated herein by reference:

General Standards:
0.3.1.

Nominations Related Standards:

1.1.6, 1.1.7, 1.1.8, 1.1.20, 1.1.21, 1.2.1, 1.2.2, 1.2.5, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19, 1.3.2(v), 1.3.2(vi), 1.3.3, 1.3.4, 1.3.7, 1.3.14, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.20, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.47, 1.3.48, 1.3.49, 1.3.50, 1.3.51, 1.3.52, 1.3.53, 1.3.54, 1.3.55, 1.3.56, 1.3.57, 1.3.58, 1.3.59, 1.3.60, 1.3.61, 1.3.62, 1.3.63, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, and 1.4.7.

Flowing Gas Related Standards:

2.2.1, 2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.10, 2.3.11, 2.3.12, 2.3.13, 2.3.14, 2.3.15, 2.3.16, 2.3.17, 2.3.18, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.24, 2.3.25, 2.3.26, 2.3.27, 2.3.28, 2.3.31, 2.3.32, 2.3.33, 2.3.34, 2.3.35, 2.3.36, 2.3.37, 2.3.38, 2.3.39, 2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.12, 2.4.13, 2.4.14, 2.4.15, and 2.4.16.

Invoicing Related Standards:

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

Electronic Delivery Mechanism Related Standards:

4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.20, 4.3.1, 4.3.3, 4.3.5, 4.3.6, 4.3.7, 4.3.16, 4.3.17, 4.3.18, 4.3.19, 4.3.20, 4.3.21, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.29, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.37, 4.3.38, 4.3.39, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.51, 4.3.52, 4.3.53, 4.3.54, 4.3.56, 4.3.57, 4.3.58, 4.3.59, 4.3.60, 4.3.61, 4.3.62, 4.3.63, 4.3.64, 4.3.65, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.70, 4.3.71, 4.3.72, 4.3.73, 4.3.74, 4.3.75, 4.3.76, 4.3.78, 4.3.79, 4.3.85, 4.3.85, 4.3.86 and 4.3.87

Capacity Release Related Standards:

5.2.2, 5.3.5, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.17, 5.3.18, 5.3.19, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.29, 5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.43, 5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5, 5.4.6, 5.4.7, 5.4.8, 5.4.9, 5.4.10, 5.4.11, 5.4.12, 5.4.13, 5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.18, and 5.4.19.

GENERAL TERMS AND CONDITIONS
(Continued)

25. JOINT OBLIGATIONS

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

26. NONDISCRIMINATORY WAIVER OF TARIFF PROVISIONS AND NONWAIVER OF FUTURE DEFAULTS

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

27. MODIFICATION

No modification to the terms and provisions of any Storage Service Agreement or exhibit thereto shall be or become effective except by the execution of a superseding Storage Service Agreement or exhibit thereto in writing.

28. SUCCESSORS IN INTEREST

Any company which shall succeed by purchase, merger, consolidation or otherwise to the properties substantially as an entirety, of GTS or of Customer, used or intended to be used for rendering Gas service authorized by the Commission, shall be entitled to the rights and shall be subject to the obligations of its predecessors in title under a Storage Service Agreement. In accordance with the capacity release procedures set forth in GT&C Section 4 Customer may, without relieving itself of its obligations under such Storage Service Agreement, assign any of its rights and obligations thereunder to another shipper, but otherwise no assignment of such Storage Service Agreement, or of any of the rights or obligations thereunder shall be made unless there first shall have been obtained the consent thereto of GTS, in the event of any assignment by Customer, or the consent thereto of Customer, in the event of an assignment by GTS. These restrictions on assignment shall not in any way prevent any party from pledging or mortgaging its rights under a Storage Service Agreement as security for its indebtedness.

Issued by:
Issued on:

Effective:

GENERAL TERMS AND CONDITIONS
(Continued)

29. DEFAULT AND TERMINATION

29.1 Customer shall be in default under this FERC Gas Tariff or the Storage Service Agreement if:

- (a) Customer shall fail to pay any sums due to GTS hereunder and such failure continues for a period of 5 Business Days after written notice to Customer by GTS;
- (b) Customer fails to perform any of its material covenants or obligations under this FERC Gas Tariff or the Storage Service Agreement, other than obligations to make payments to GTS, and Customer does not remedy such failure within a period of 30 Days after receipt of a notice from GTS and indemnify and hold harmless GTS from and against any losses resulting from such failure;
- (c) A Customer or its guarantor becomes insolvent, as set forth in GT&C Section 3.4(i); or
- (d) A Material Adverse Change, as defined in GT&C Section 32.3, shall have occurred and Customer fails to provide Financial Assurances pursuant to GT&C Section 32.

29.2 In the event of any Default by Customer, in addition to all other remedies available to it pursuant to the Storage Service Agreements or at law and in equity, GTS may do any or all of the following:

- (a) refuse to accept any further deliveries of Gas from or on behalf of Customer pursuant to all or any transactions;
- (b) refuse to deliver Gas to or on behalf of Customer pursuant to all or any transactions;
- (c) set off any amount owing by GTS to Customer pursuant to any transaction(s) against amounts otherwise owing by Customer to GTS pursuant to any other transaction(s); and
- (d) suspend performance until Customer corrects the default in full.

Issued by:
Issued on:

Effective:

GENERAL TERMS AND CONDITIONS
(Continued)

30. POLICY WITH RESPECT TO FEES AND CONSTRUCTION OF NEW FACILITIES

30.1 Except as provided in GT&C Section 30.2, Customer shall reimburse GTS (a) for the costs of any facilities installed by GTS with Customer's consent to receive, measure, store or deliver Gas for Customer's account and (b) for any and all filings and approval fees required in connection with Customer's Storage Service Agreement that GTS is obligated to pay to the Commission or any other governmental authority having jurisdiction. Any reimbursement due GTS by Customer pursuant to GT&C Section 30.1 shall be due and payable to GTS within ten (10) days of receipt by Customer of GTS's bill(s) for same; provided, however, subject to GTS's consent, such reimbursement, plus carrying charges thereon, may be amortized over a mutually agreeable period not to extend beyond the primary contract term of the Storage Service Agreement between GTS and Customer. For purposes hereof, the reimbursement of costs shall include any applicable tax gross-up amount. Carrying charges shall be computed utilizing interest factors acceptable to both GTS and Customer.

30.2 GTS may waive from time to time, at its discretion, all or a portion of the facility cost reimbursement requirement set forth in GT&C Section 30.1 for Rate Schedules FSS, FP or FL if Customer provides GTS adequate assurances to make construction of the facilities economical to GTS. All requests for waiver shall be handled by GTS in a manner which is not unduly discriminatory. For purposes of determining whether a project is economical, GTS will evaluate projects on the basis of various economic criteria, which will include the estimated cost of the facilities, operating and maintenance as well as administrative and general expenses attributable to the facilities, the revenues GTS estimates will be generated as a result of such construction, and the availability of capital funds on terms and conditions acceptable to GTS. In estimating the revenues to be generated, GTS will evaluate the existence of capacity limitations downstream of the facilities, the marketability of the capacity, the interruptible versus the firm nature of the service, and other similar factors which impact whether the available capacity will actually be utilized.

31. OFF-SYSTEM CAPACITY

GTS may, from time to time, acquire transportation or storage capacity on a third-party pipeline system. GTS states that it will only provide transportation and storage services for others using such capacity pursuant to its open access FERC Gas Tariff subject to its rates approved by the Federal Energy Regulatory Commission and the "shipper must hold title" policy is waived to permit such use.

GENERAL TERMS AND CONDITIONS
(Continued)

32. CREDITWORTHINESS - FINANCIAL ASSURANCES

32.1 "Acceptable Credit Rating" means a Credit Rating no lower than BBB- from Standard and Poor's Corporation or Baa3 from Moody's Investor Services, Inc.

32.2 "Credit Rating" means the rating given to Customer's unsecured Long Term Debt by Standard and Poor's Corporation or Moody's Investor Services, Inc.

32.3 "Material Adverse Change" means the failure of Customer at anytime to satisfy the requirements pertaining to creditworthiness set forth in GT&C Section 3.2(g), to maintain an Acceptable Credit Rating or to maintain or reinstate one of the forms of Financial Assurances specified in GT&C Section 32.7 within five (5) days after written notice from GTS.

32.4 "Financial Assurances" means one or more of the forms of security set forth in GT&C Sections 32.7(a), 32.7(b), 32.7(c) and 32.7(d), in accordance with and in an amount as set forth in GT&C Section 32.7.

32.5 If Customer suffers a Material Adverse Change, then, within five (5) days after written notice from GTS, Customer shall provide GTS with one or more of the forms of Financial Assurances as set forth in GT&C Section 32.

32.6 If prior to initiation of service Customer does not have an Acceptable Credit Rating, then, as a condition of GTS's initiating service, Customer shall provide GTS with one or more of the forms of Financial Assurances provided in GT&C Section 32.

32.7 A Customer that does not have, or at anytime fails to maintain an Acceptable Credit Rating, shall provide to GTS, to secure its obligation to GTS pursuant to each of Customer's Storage Service Agreements, one or more of the following forms of Financial Assurances:

(a) An irrevocable Letter of Credit, subject to the following:

- (1) each Letter of Credit shall be in effect for the lesser of one (1) year or for the Term of the transaction plus 120 days. If the Term of the transaction plus 120 days is greater than one (1) year, Customer shall ensure that its obligation to GTS is secured continuously, and accordingly shall provide GTS with a replacement Letter of Credit no later than 120 days prior to the expiration of the then-effective Letter of Credit. GTS will return the expiring Letter of Credit to Customer within five (5) days of the date of the Replacement Letter of Credit becomes effective;
- (2) each Letter of Credit shall be in form and substance satisfactory to GTS, and shall provide for partial draw downs and, without limiting the generality of the foregoing, shall be issued by a financial institution acceptable to GTS that is rated at least BBB- by Standard and Poor's Corporation and Baa3 by Moody's Investor Services, Inc.; and
- (3) in addition to all other remedies available to GTS at law or in equity, if Customer fails to provide a replacement Letter of Credit in accordance with this Section 32.6(a), GTS may draw upon the expiring Letter of Credit to the full amount thereof, hold the funds as a cash deposit and apply the funds so drawn in payment in whole or in part of the obligations of Customer under each or any of Customer's Storage Service Agreements.

GENERAL TERMS AND CONDITIONS
(Continued)

(b) Customer shall provide to GTS, to secure its obligation to GTS pursuant to each of Customer's Storage Service Agreements, a Guarantee granted to GTS by its direct or indirect parent (the "Guarantor") with an Acceptable Credit Rating. The Guarantee shall be in a form acceptable to GTS and the provisions of this Section shall apply to the Guarantor as if the Guarantor were the Customer.

(c) If requested by Customer, GTS may accept other forms of Financial Assurances to secure Customer's obligations under the Storage Service Agreements, provided that GTS may reject or accept such other forms of Financial Assurances in a manner that is not unduly discriminatory; or

(d) Customer shall prepay for service in an amount as set forth immediately below.

The dollar value of the Financial Assurances set forth above in this GT&C Section 32.7 to be provided by Customer shall be in an amount equal to: (1) in the case of firm services, three (3) Months or the duration of the Customer's bid or Storage Service Agreement, whichever is shorter, of reservation charges at the rate specified in Customer's bid for service or Storage Service Agreement; or (2) in the case of Interruptible services, three (3) Months or the duration of the Customer's Storage Service Agreement, whichever is shorter, of the interruptible charge(s) calculated on a one hundred percent (100%) load factor basis, plus the market value of any quantities of Gas loaned to the Customer pursuant to the Storage Services Agreement.

32.8 Customer's obligation to maintain an Acceptable Credit Rating or to provide Financial Assurances shall continue for so long as the Parties are bound by the Storage Service Agreements and all transactions entered into thereunder. This obligation shall terminate when Customer has performed or satisfied all of its obligations under the Storage Service Agreements. Upon the termination of the Storage Service Agreement, GTS shall return to Customer, if applicable:

(a) the Letter of Credit and funds held by GTS as security pursuant to GT&C Section 32.7(a) then in its possession but only to the extent it has not then applied such funds pursuant to this FERC Gas Tariff to the debts, expenses, costs, assessments and liabilities payable by Customer to GTS pursuant to the provisions of the Storage Service Agreements;

(b) the Guarantee held by GTS pursuant to GT&C Section 32.7(b);

(c) any security accepted by GTS pursuant to GT&C Section 32.7(c); or

(d) any amount prepaid by Customer pursuant to GT&C Section 32.7(d) not required to pay charges for service rendered under the Storage Service Agreements.

GENERAL TERMS AND CONDITIONS
(Continued)

33. DISPOSITION OF RETAINED QUANTITIES

In the event that GTS holds an auction for Gas quantities retained pursuant to Section 9 of Rate Schedule FSS, Section 8 of Rate Schedule FP, Sections 2 and 8 of Rate Schedule IP and Sections 2 and 8 of Rate Schedule IB, GTS shall post such quantities on the Internet Web Site on the fifth Business Day following the fifteenth of a month. GTS shall accept bids only during the time period from 7:00 a.m. until 11:00 a.m. CCT on the seventh Business Day following the fifteenth of the month. GTS shall award the Gas to the Customer submitting the highest bid, and shall notify the Customer submitting the highest bid prior to 4:00 p.m. CCT of the same day on which GTS accepts bids; provided, however, GTS reserves the right to reject all bids. When the Gas is purchased at auction, Customer must provide identification of the existing Storage Service Agreement with GTS under which Customer shall store the Gas in GTS's facilities.

GTS shall credit the net proceeds received from such auction to all Customers that did not have Gas sold during the subject auction ("Qualifying Customer") based on the ratio of the total charges paid by each Qualifying Customer for service to the total amount of such charges paid by all Qualifying Customers during the Month in which the auction of Gas occurred. For the purposes of this Section, the term "net proceeds" shall mean the total proceeds received from the auction less (i) the accumulated charges pursuant to the applicable Rate Schedule for the Storage Service Agreement held by the Customer winning the bid; and (ii) any accumulated charges under the expired Storage Services Agreements of the Customers who failed to withdraw their gas as required by their applicable Rate Schedules.

Such credits shall be calculated for each Month of the twelve (12) Month period ending July 31 of each year and will be included on the Qualifying Customers' invoice for the Month following the date of the final Commission order approving GTS's penalty disbursement report; provided, however, GTS will calculate and include such credits on Qualifying Customers' invoices for a period shorter than twelve Months in the event and to the extent that the total accumulated amount of auction collected pursuant to GT&C Section 32 by GTS as of the end of any Month exceeds \$1,000,000. GTS will file a penalty disbursement report within 60 days of July 31 or sixty days after the end of the Month in which the revenue collected exceeds \$1,000,000. Any penalty revenue credited to Qualifying Customers pursuant to this Section shall include interest calculated in accordance with Section 18 C.F.R 154.501(d).

Issued by:
Issued on:

Effective:

Golden Triangle Storage, Inc.
FERC Gas Tariff.
Original Volume No. 1.

Original Sheet No. 153-199

SHEET NOS. 153-199 ARE RESERVED FOR FUTURE USE.

Issued by:
Issued on:

Effective:

FIRM STORAGE SERVICE AGREEMENT

(For Use Under Rate Schedule FSS)

This Agreement is made as of the _____ day of _____, by and between Golden Triangle Storage, Inc., a Delaware corporation herein called "GTS," and _____ a(n) _____ corporation, herein called "Customer," pursuant to the following recitals and representations:

NOW, THEREFORE, GTS and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of GTS's Rate Schedule FSS, and of this Agreement, GTS shall receive for injection for Customer's account a quantity of Gas up to Customer's Maximum Daily Injection Quantity of _____ Dth, and Maximum Storage Quantity of _____ Dth (on a cumulative basis) and on demand shall withdraw from Customer's storage account and deliver to Customer a daily quantity of Gas up to Customer's Maximum Daily Withdrawal Quantity of _____ Dth. Any limitations on Maximum Daily Injection Quantity or Maximum Daily Withdrawal Quantity over a storage cycle ("Ratchets") agreed to by Customer and GTS shall be set forth in Exhibit "A" hereto.

ARTICLE II - POINTS OF RECEIPT AND DELIVERY

The point(s) at which the Gas is to be tendered by Customer to GTS under this contract shall be the point(s) designated on Exhibit "B" hereto (Customer's Point(s) of Receipt).

The point(s) at which the Gas is to be tendered by GTS to Customer under this contract shall be the point(s) designated on Exhibit "B" hereto (Customer's Point(s) of Delivery).

ARTICLE III - PRICE

1. Customer agrees to pay GTS the following charges for all Gas storage service furnished to Customer hereunder:

Storage reservation charge	_____
Storage injection charge	_____
Storage withdrawal charge	_____
Excess injection charge	_____
Excess withdrawal charge	_____
Fuel charge	_____

Issued by:
Issued on:

Effective:

FIRM STORAGE SERVICE AGREEMENT
(Continued)

(For Use Under Rate Schedule FSS)

2. Customer further agrees to pay GTS all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule FSS.

3. Taxes - Customer shall reimburse GTS for all applicable taxes as may be assessed GTS for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition, Customer shall reimburse GTS for Customer's pro rata portion, based on the MSQ of all Rate Schedule FSS Customers, of all ad valorem taxes, property taxes and/or other similar taxes.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms of GTS's Rate Schedule FSS, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule or General Terms and Conditions as may from time to time be filed and made effective by GTS).

ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of _____, ____ and shall remain in force and effect until _____, ____ (the "Term").

ARTICLE VI - NOTICES

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the party intended to receive the same, as follows:

Issued by:
Issued on:

Effective:

FIRM STORAGE SERVICE AGREEMENT
(Continued)

(For Use Under Rate Schedule FSS)

GTS: _____

Attention: _____

CUSTOMER: _____

NOTICES: _____

Attention: _____

BILLING: _____

Attention: _____

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company, which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of GTS or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise no assignment of the contract or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of GTS's FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either party to the contract from pledging or mortgaging its rights thereunder as security for its indebtedness.

Issued by:
Issued on:

Effective:

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

ARTICLE VIII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - PRIOR AGREEMENTS CANCELLED

GTS and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto:

Storage Service Agreement, dated _____, ____

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

Golden Triangle Storage, Inc.

By _____

Title _____

Customer _____

By _____

Title _____

Issued by:
Issued on:

Effective:

Exhibit A to the Firm Storage Service Agreement
between GTS and
_____ (Customer)

Ratchets. The Ratchets agreed to by Customer and GTS for service under this Firm Storage Service Agreement are:

Issued by:
Issued on:

Effective:

Exhibit B to the Firm Storage Service Agreement
between GTS and
_____ (Customer)

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

TETCO:	Maximum Daily Receipt Quantity (MDRQ)	_____
	Maximum Daily Delivery Quantity (MDDQ)	_____
Kinder Morgan:	Maximum Daily Receipt Quantity (MDRQ)	_____
	Maximum Daily Delivery Quantity (MDDQ)	_____
ETC:	Maximum Daily Receipt Quantity (MDRQ)	_____
	Maximum Daily Delivery Quantity (MDDQ)	_____
Centana:	Maximum Daily Receipt Quantity (MDRQ)	_____
	Maximum Daily Delivery Quantity (MDDQ)	_____
FGT:	Maximum Daily Receipt Quantity (MDRQ)	_____
	Maximum Daily Delivery Quantity (MDDQ)	_____
Golden Pass:	Maximum Daily Receipt Quantity (MDRQ)	_____
	Maximum Daily Delivery Quantity (MDDQ)	_____

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

Issued by:
Issued on:

Effective:

FIRM PARKING STORAGE SERVICE AGREEMENT
(For Use Under Rate Schedule FP)

This Agreement is made as of the ____ day of _____, by and between Golden Triangle Storage, Inc., a Delaware corporation herein called "GTS," and _____ a(n) _____ corporation, herein called "Customer," pursuant to the following recitals and representations:

NOW, THEREFORE, GTS and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of GTS's Rate Schedule FP, and of this Agreement, GTS shall receive for injection for Customer's account a quantity of Gas up to Customer's Maximum Daily Injection Quantity of ____ Dth pursuant to the schedule attached hereto as Exhibit "A," shall store quantities of Gas so injected in the GTS storage facility located in Jefferson County and Orange County, Texas, up to a Maximum Park Quantity of ____ Dth (on a cumulative basis) and on demand shall withdraw from Customer's storage account and deliver to Customer a daily quantity of Gas up to Customer's Maximum Daily Withdrawal Quantity of ____ Dth.

ARTICLE II - POINTS OF RECEIPT AND DELIVERY

The point(s) at which the Gas is to be tendered by Customer to GTS under this contract shall be the point(s) designated on Exhibit "B" hereto (Customer's Point(s) of Receipt).

The point(s) at which the Gas is to be tendered by GTS to Customer under this contract shall be the point(s) designated on Exhibit "B" hereto (Customer's Point(s) of Delivery).

ARTICLE III - PRICE

1. Customer agrees to pay GTS the following charges for all Gas storage service furnished to Customer hereunder:

Firm Parking reservation charge	_____
Firm Parking injection charge	_____
Firm Parking withdrawal charge	_____
Fuel charge	_____

Issued by:
Issued on:

Effective:

FIRM PARKING STORAGE SERVICE AGREEMENT
(Continued)

(For Use Under Rate Schedule FP)

2. Customer further agrees to pay GTS all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule FP.

3. Taxes - Customer shall reimburse GTS for all applicable taxes as may be assessed GTS for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition, Customer shall reimburse GTS for Customer's pro rata portion, based on the MSQ of all Rate Schedule FSS Customers, of all ad valorem taxes, property taxes and/or other similar taxes.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms of GTS's Rate Schedule FP, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule or General Terms and Conditions as may from time to time be filed and made effective by GTS).

ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of _____, ____ and shall remain in force and effect until _____, ____ (the "Term").

ARTICLE VI - NOTICES

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the party intended to receive the same, as follows:

Issued by:
Issued on:

Effective:

FIRM PARKING STORAGE SERVICE AGREEMENT
(Continued)

(For Use Under Rate Schedule FP)

GTS: _____

Attention: _____

CUSTOMER: _____

NOTICES: _____

Attention: _____

BILLING: _____

Attention: _____

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company, which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of GTS or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise no assignment of the contract or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of GTS's FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either party to the contract from pledging or mortgaging its rights thereunder as security for its indebtedness.

Issued by:
Issued on:

Effective:

FIRM PARKING STORAGE SERVICE AGREEMENT
(Continued)
(For Use Under Rate Schedule FP)

ARTICLE VIII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - PRIOR AGREEMENTS CANCELLED

GTS and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto:

Storage Service Agreement, dated _____, ____

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

Golden Triangle Storage, Inc.

By _____

Title _____

Customer _____

By _____

Title _____

Issued by:
Issued on:

Effective:

Exhibit A to the Firm Parking Service Agreement
between GTS and
_____ (Customer)

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

TETCO:		
	Maximum Daily Receipt Quantity (MDRQ)	_____
	Maximum Daily Delivery Quantity (MDDQ)	_____
Kinder Morgan:		
	Maximum Daily Receipt Quantity (MDRQ)	_____
	Maximum Daily Delivery Quantity (MDDQ)	_____
ETC:		
	Maximum Daily Receipt Quantity (MDRQ)	_____
	Maximum Daily Delivery Quantity (MDDQ)	_____
Centana:		
	Maximum Daily Receipt Quantity (MDRQ)	_____
	Maximum Daily Delivery Quantity (MDDQ)	_____
FGT:		
	Maximum Daily Receipt Quantity (MDRQ)	_____
	Maximum Daily Delivery Quantity (MDDQ)	_____
Golden Pass:		
	Maximum Daily Receipt Quantity (MDRQ)	_____
	Maximum Daily Delivery Quantity (MDDQ)	_____

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

Issued by:
Issued on:

Effective:

FIRM LOAN SERVICE AGREEMENT
(For Use Under Rate Schedule FL)

This Agreement is made as of the _____ day of _____, by and between Golden Triangle Storage, Inc., a Delaware corporation herein called "GTS," and _____ a(n) _____ corporation, herein called "Customer," pursuant to the following recitals and representations:

NOW, THEREFORE, GTS and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of GTS's Rate Schedule FL, and of this Agreement, GTS shall on demand on any Day of the term allow Customer to nominate for withdrawal and delivery a quantity of Gas up to Customer's Maximum Daily Withdrawal Quantity of ___ Dth, and shall on any Day of the term receive for injection into storage for repayment of Customer's Loan Balance a quantity of Gas up to Customer's Maximum Daily Injection Quantity of ___ Dth

ARTICLE II - POINTS OF RECEIPT AND DELIVERY

The point(s) at which the Gas is to be tendered by Customer to GTS under this contract shall be the point(s) designated on Exhibit "B" hereto (Customer's Point(s) of Receipt).

The point(s) at which the Gas is to be tendered by GTS to Customer under this contract shall be the point(s) designated on Exhibit "B" hereto (Customer's Point(s) of Delivery).

ARTICLE III - PRICE

1. Customer agrees to pay GTS the following charges for all Gas storage service furnished to Customer hereunder:

- Firm Loan reservation charge _____
- Firm Loan injection charge _____
- Firm Loan withdrawal charge _____
- Fuel charge _____

Issued by:
Issued on:

Effective:

FIRM LOAN SERVICE AGREEMENT
(Continued)

(For Use Under Rate Schedule FL)

2. Customer further agrees to pay GTS all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule FL.

3. Taxes - Customer shall reimburse GTS for all applicable taxes as may be assessed GTS for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition, Customer shall reimburse GTS for Customer's pro rata portion, based on the MSQ of all Rate Schedule FSS Customers, of all ad valorem taxes, property taxes and/or other similar taxes.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms of GTS's Rate Schedule FL, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule or General Terms and Conditions as may from time to time be filed and made effective by GTS).

ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of _____, ____ and shall remain in force and effect until _____, ____ (the "Term").

ARTICLE VI - NOTICES

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the party intended to receive the same, as follows:

Issued by:
Issued on:

Effective:

FIRM LOAN SERVICE AGREEMENT
(Continued)

(For Use Under Rate Schedule FL)

GTS: _____

Attention: _____

CUSTOMER: _____

NOTICES: _____

Attention: _____

BILLING: _____

Attention: _____

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company, which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of GTS or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise no assignment of the contract or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of GTS's FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either party to the contract from pledging or mortgaging its rights thereunder as security for its indebtedness.

Issued by:
Issued on:

Effective:

FIRM LOAN SERVICE AGREEMENT
(Continued)
(For Use Under Rate Schedule FL)

ARTICLE VIII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - PRIOR AGREEMENTS CANCELLED

GTS and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto:

Storage Service Agreement, dated _____, ____

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

Golden Triangle Storage, Inc.

By _____

Title _____

Customer _____

By _____

Title _____

Issued by:
Issued on:

Effective:

Exhibit A to the Firm Loan Service Agreement
between GTS and
_____ (Customer)

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

TETCO:		
	Maximum Daily Receipt Quantity (MDRQ)	_____
	Maximum Daily Delivery Quantity (MDDQ)	_____
Kinder Morgan:		
	Maximum Daily Receipt Quantity (MDRQ)	_____
	Maximum Daily Delivery Quantity (MDDQ)	_____
ETC:		
	Maximum Daily Receipt Quantity (MDRQ)	_____
	Maximum Daily Delivery Quantity (MDDQ)	_____
Centana:		
	Maximum Daily Receipt Quantity (MDRQ)	_____
	Maximum Daily Delivery Quantity (MDDQ)	_____
FGT:		
	Maximum Daily Receipt Quantity (MDRQ)	_____
	Maximum Daily Delivery Quantity (MDDQ)	_____
Golden Pass:		
	Maximum Daily Receipt Quantity (MDRQ)	_____
	Maximum Daily Delivery Quantity (MDDQ)	_____

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

Issued by:
Issued on:

Effective:

HUB SERVICES AGREEMENT

(For Use Under Rate Schedules IP, IW, IL, ISS, and IHBS)

This Agreement is made as of the ___day of _____, ____, by and between Golden Triangle Storage, Inc. a Delaware corporation herein called "GTS," and," pursuant to the following recitals and representations:

NOW, THEREFORE, GTS and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of GTS's Rate Schedules IP, IW, IL, ISS and/or IHBS, as applicable, and of this Agreement, GTS shall provide Interruptible service for Customer and shall receive, inject, park, store, wheel, loan, withdraw and redeliver the quantities of Gas up to the Customer's MDIQ, MDRQ, MDWQ, MSQ, MDDQ and/or MDTQ, as set forth on Exhibit B hereto.

ARTICLE II - POINTS OF RECEIPT AND DELIVERY

The point(s) at which the Gas is to be tendered by Customer to GTS under this contract shall be at the point (s) located on GTS's system designated on Exhibit A hereto (Customer's Point(s) of Receipt).

The point(s) at which the Gas is to be tendered by GTS to Customer under this contract shall be at the point(s) located on GTS's system designated on Exhibit A hereto (Customer's Point(s) of Delivery).

ARTICLE III - PRICE

1. Customer agrees to pay GTS the charges for all Gas service furnished to Customer hereunder as set forth on Exhibit B hereto.
2. Where applicable, Customer agrees to pay in kind or dollars GTS'S Fuel Charge as set forth on Exhibit B hereto.
3. Customer further agrees to pay GTS all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedules IP, IW, IL, ISS, and IHBS.

Issued by:
Issued on:

Effective:

HUB SERVICES AGREEMENT
(Continued)

(For Use Under Rate Schedule IP, IW, IL, ISS, and IHBS)

ARTICLE IV - INCORPORATION OF RATE SCHEDULES AND
TARIFF PROVISIONS

The terms of GTS's Rate Schedules IP, IW, IL, ISS, and IHBS as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedules or General Terms and Conditions as may from time to time be filed and made effective by GTS) are hereby incorporated into this contract and made applicable to each term, condition, and obligation hereof.

ARTICLE V - TERM OF AGREEMENT

This Agreement shall become effective on _____, _____, and shall remain in force and effect on a Month to Month basis unless terminated by either party upon a least thirty (30) days prior written notice to the other party.

ARTICLE VI - NOTICES

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the party intended to receive the same, as follows:

GTS: _____

Attention: _____

CUSTOMER: _____

NOTICES: _____

Attention: _____

Issued by:
Issued on:

Effective:

HUB SERVICES AGREEMENT
(Continued)

(For Use Under Rate Schedules IP, IW, IL, ISS, and IHBS)

BILLING: _____

Attention: _____

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of GTS or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise no assignment of the Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of GTS's FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either party to the contract from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VIII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - PRIOR AGREEMENTS CANCELLED

GTS and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto:

Hub Services Agreement dated _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their proper officers thereunto duly authorized as of the date first hereinabove written.

Golden Triangle Storage, Inc.

By _____

Title _____

Customer _____

By _____

Title _____

Exhibit A
to the Hub Services Agreement
between GTS and _____ (Customer)

Points of Receipt and/or Points of Delivery:

PIPELINE	METER #	COUNTY	STATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Issued by:
Issued on:

Effective:

Exhibit B
 to the Hub Services Agreement
 between GTS and _____ (Customer)

CUSTOMER: _____ pursuant to the Hub Services Agreement executed by Customer on GTS, hereby directs and requests Hub Administrator to do the following:

Title Transfer: _____ (from)	Title Transfer: (to) _____
Company Name: _____	Company Name: _____
Address: _____	Address: _____
_____	_____
Phone: _____ Fax: _____	Phone: _____ Fax: _____

POINT(S) OF RECEIPT

Flow Date	Pipeline Name	Location Meter Name & Meter	Volume (Dth/d)	Shipper's Name	Shipper's Contract Number
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

POINT(S) OF DELIVERY

Flow Date	Pipeline Name	Location Meter Name & Meter	Volume (Dth/d)	Shipper's Name	Shipper's Contract Number
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

MAXIMUM BALANCE QUANTITY

_____ Dth

Issued by:
 Issued on:

Effective:

Exhibit B
to the Hub Services Agreement
between GTS and _____ (Customer)

(Continued)

Comments: _____

Hub Administrator & Customer agree that the following charges shall apply to this Hub Services Transaction:

Requested Service or Components Thereof

___ Interruptible Parking Service (rate schedule IP)	\$ _____	per Dth
___ Interruptible Wheeling Service (rate schedule IW)	\$ _____	per Dth
___ Interruptible Loan Service (rate schedule IL)	\$ _____	per Dth
___ Interruptible Storage Service (rate schedule ISS)	\$ _____	per Dth
___ Interruptible Hourly Balancing Service (rate schedule IHBS)	\$ _____	per Dth

Withdrawal Charge	\$ _____	per Dth	
Injection Charge	\$ _____	per Dth	
Fuel Charge	\$ _____	per Dth	in kind % Dth (injected/withdrawn)

Customer:

Signature: _____ Date: _____ Time: _____

Hub Administrator Approval:

Signature: _____ Date: _____ Time: _____

Issued by:
Issued on:

Effective:

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULE FSS, FP & FL

This Capacity Release Umbrella Agreement, made and entered into this ___ day of _____, _____ by and between _____ (herein called "Replacement Customer"), and Golden Triangle Storage, Inc., a Delaware corporation herein called "GTS",

W I T N E S S E T H:

WHEREAS,

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

ARTICLE I
SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof, so long as the financial evaluation and credit appraisal requirements are met in order for Replacement Customer to be on GTS's approved bidder list for capacity releases and execute this Capacity Release Umbrella Agreement pursuant to GT&C Section 4 and this Capacity Release Umbrella Agreement is effective, Replacement Customer may bid from time to time on proposed capacity releases under Rate Schedule FSS pursuant to the procedure set forth in GT&C. If at any time a bid submitted by Replacement Customer is accepted by GTS with respect to a given capacity release, GTS will promptly finalize the appropriate Addendum to this Capacity Release Umbrella Agreement, in the format attached hereto. The parties agree that each Addendum is an integral part of this Capacity Release Umbrella Agreement as if executed by the parties hereto and fully copied and set forth Replacement Customer and GTS agree that Replacement Customer shall be considered for all purposes as a Customer with respect to the released service.

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

Replacement Customer hereby agrees to promptly provide any information necessary for GTS to reevaluate GTS's credit appraisal as contemplated by GT&C Section 3 and to advise GTS of any material change in the information previously provided by the Replacement Customer to GTS.

Issued by:
Issued on:

Effective:

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULE FSS, FP & FL
(continued)

ARTICLE II
TERM OF AGREEMENT

The term of this Capacity Release Umbrella Agreement shall commence on _____ and shall continue in force and effect until _____ and _____ to _____ thereafter unless this Capacity Release Umbrella Agreement is terminated as hereinafter provided. If GTS determines at anytime that Replacement Customer fails to meet the financial standards or credit criteria of GT&C Section 3, GTS may terminate this Capacity Release Umbrella Agreement and all Addenda attached hereto prospectively in accordance with GT&C Section 3.

ARTICLE III
RATE SCHEDULES

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

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

ARTICLE IV
ADDRESSES

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

- (a) GTS: _____

- (b) Replacement Customer: _____

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

Issued by:
Issued on:

Effective:

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULE FSS, FP & FL
(continued)

ARTICLE V
INTERPRETATION

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

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

ARTICLE VI
RELATIONSHIP BETWEEN REPLACEMENT CUSTOMER
AND RELEASING CUSTOMER

The parties recognize that, pursuant to Commission orders, Releasing Customer may require that the Replacement Customer agree that a breach of this Capacity Release Umbrella Agreement, including a failure to pay, or to pay timely, by Replacement Customer under this Capacity Release Umbrella Agreement, constitutes a breach of contract as between Replacement Customer and Releasing Customer. The existence of such an agreement will be indicated on the appropriate Addendum to this Capacity Release Umbrella Agreement. If Replacement Customer fails to pay GTS, fails to timely pay GTS, or otherwise breaches this Capacity Release Umbrella Agreement with GTS: (a) both Replacement Customer and Releasing except to the extent otherwise provided in GT&C Section 4 (and except with respect to penalties attributable to Replacement Customer's conduct) shall be liable to GTS for such failure to pay or breach (it being understood that nothing in this Article VI relieves Releasing Customer from responsibility to pay GTS in accordance with its Storage Service Agreements with GTS) and (b) if, as a result of such breach by Replacement Customer, Releasing Customer is accordingly required to pay GTS or otherwise perform, Releasing Customer may have a cause of action for breach against Replacement Customer.

Issued by:
Issued on:

Effective:

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULE FSS, FP & FL
(continued)

IN WITNESS WHEREOF, and with the intent to be bound, the parties hereto have caused this Capacity Release Umbrella to be signed by their respective duly authorized representatives, the day and year first above written.

Golden Triangle Storage, Inc.

By _____

Title _____

CUSTOMER _____

By _____

Title _____

Issued by:
Issued on:

Effective:

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULE FSS, FP & FL
(continued)

Deal No.: _____
Addendum Contract No.: _____
Capacity Release Umbrella Agreement No.: _____

Addendum No. _____
Capacity Release
Rate Schedule _____

Replacement Customer: _____

Releasing Customer: _____

Releasing Customer's Contract No.: _____

Firm Storage Service to be Released: _____

Begin Date of Release: _____

End Date of Release: _____

Rates: [Volumetric or Reservation]

Reservation Charge \$_____ \

Other Charges and Surcharges:

Description/Rate

_____	\$ _____
_____	\$ _____
_____	\$ _____

Issued by:
Issued on:

Effective:

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULE FSS, FP & FL
(Continued)

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

Volume Commitment (Dth/Billing Period)

Maximum Storage Quantity (MSQ): _____ (Dth)

Maximum Park Quantity (MPQ): _____ (Dth)

Maximum Loan Quantity (MLQ): _____ (Dth)

Maximum Daily Injection Quantity (MDIQ): _____ (Dth)

Maximum Daily Withdrawal Quantity (MDWQ): _____ (Dth)

Specific Firm Point(s) of Receipt:

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

Specific Firm Point(s) of Delivery:

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

Issued by:
Issued on:

Effective:

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULE FSS, FP & FL
(Continued)

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

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

Recall Conditions (if applicable):

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

Restrictions (if applicable):

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

Evaluation Criteria (if applicable):

Were contingent bids accepted? Yes ____ No ____

Contingency comments (if applicable):

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

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

\\4613528.7

Issued by:
Issued on:

Effective: