

RATE SCHEDULES

**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 Company, provided that:

- (a) Company has determined that it has sufficient operationally available and uncommitted firm storage capacity and injection and withdrawal capacity to perform the service Customer has requested;
- (b) Customer and Company have executed a Firm Storage Service 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 Company that its performance of the service requested hereunder shall not cause a reduction in Company's 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 Company would be required to construct, modify, expand or acquire any facilities to enable Company to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all firm storage service rendered by Company to Customer through use of Company's Facility located in Cambria County, Pennsylvania pursuant to an executed Firm Storage Service Agreement.

2.1 Firm Storage Service rendered to Customer under this Rate Schedule shall consist of:

- (a) 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 Firm Storage Service Agreement, plus Fuel Reimbursement at the Point(s) of Receipt and the injection of Gas so received into storage, provided Customer's Storage Inventory has not exceeded Customer's Total Annual Storage Quantity ("TASQ");

- (b) The storage of Gas in amounts up to Customer's firm TASQ; and
 - (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 Customer's executed Firm Storage Service Agreement and the delivery of such Gas to the Point(s) of Delivery, provided that Customer has a quantity of Gas in Customer's firm Storage Inventory not less than the quantity Customer shall have nominated for withdrawal on such Day.
- 2.2 Provided the receipt of Gas from Customer and the injection of such Gas into storage can be accomplished by Company without detriment to Company's Facilities and Company's ability to meet its firm obligations to other Customers, Company 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 TASQ. Such excess quantities shall be deemed to be "Excess Injection Gas."
- 2.3 Provided such withdrawal of Gas from storage and delivery of such Gas to Customer can be accomplished by Company without detriment to Company's Facilities and/or Company's ability to meet its firm obligations to other Customers, Company may, upon request of Customer and after confirmation by Customer's Transporter, schedule and withdrawal 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."

3. RATES AND CHARGES

Customer shall pay rates and charges for Firm Storage Service under this Rate Schedule including 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 TASQ.
- (b) Withdrawal Reservation Charge. A Monthly charge for each Dth of Customer's Maximum Daily Withdrawal Quantity.
- (c) Injection Reservation Charge. A Monthly charge for each Dth of Customer's Maximum Daily Injection Quantity.

- (d) **Storage Injection Charge.** A usage charge for each Dth of Customer's Gas injected into Company's Facilities pursuant to Section 5.1[2.1(a)] of this Rate Schedule for each Day during a given Month.
- (e) **Storage Withdrawal Charge.** A usage charge for each Dth of Customer's Gas withdrawn from Company's Facilities pursuant to Section 5.1[2.1(c)] of this Rate Schedule for each Day during a given Month.
- (f) **Fuel Reimbursement.** The amount of Gas for fuel and losses determined in accordance with Section 6.19 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 Company for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Customer's Firm Storage Service Agreement.
- (h) **Taxes.** Customer shall reimburse Company for all applicable taxes as may be assessed Company, as set forth in Section 6.15 of the General Terms and Conditions of this FERC Gas Tariff and in Customer's Firm Storage Service Agreement.

4. INVOICE

Each invoice for Firm Storage Service under this Rate Schedule shall reflect the applicable charges set forth under Section 5.1[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 FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for Company 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 Company 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 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 Company and its Customer(s) shall remain in effect during the term(s) of the Firm Storage Service Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to an emergency situation or when unexpected capacity loss occurs after scheduling, Company's capability to receive or deliver quantities is impaired so that Company 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 6.5 of the General Terms and Conditions of this FERC Gas Tariff.

8. EXPIRATION OF TERM

8.1 Upon expiration without renewal or upon termination of Customer's Firm Storage Service Agreement, any of Customer's Gas remaining in the Company's Facility shall be deemed sold to Company at a price equal to 80% of the price realized for such Gas pursuant to an auction held in accordance with Section 6.32 of the General Terms and Conditions of this FERC Gas Tariff. However, if Customer was unable to withdraw its FSS Gas quantities due to an interruption of Customer's withdrawal service by Company 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.

8.2 Payment for the remaining quantities of Gas shall appear as a credit on the last statement rendered by Company to Customer. To the extent that the credit exceeds the total charges in that statement, the difference shall be paid by Company to Customer on or before the 25th day of the Month following the Month of such expiration or termination.

8.3 In the event that Company purchases and takes title to any of Customer's Gas pursuant to this Section 5.1[8], Company shall dispose of such Gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 6.32 of the General Terms and Conditions of this FERC Gas Tariff.

9. STORAGE INJECTION AND WITHDRAWAL LIMITATIONS

Customer's Maximum Daily Injection Quantity or Maximum Daily Withdrawal Quantity under its executed Firm Storage Service Agreement will be subject to reduction based on the date of injection. A Customer under Rate Schedule FSS is subject to the limitations listed below with regard to firm injection/withdrawal rights, which are the same as those set forth in Customer's Firm Storage Service Agreement.

a. Injection rights.

- i. Customer shall have the firm right to inject 100% of Customer's Maximum Daily Injection Quantity ("MDIQ") during the period from April 16 through August 31.
- ii. Customer shall have the firm right to inject 35% of Customer's MDIQ during the period from September 1 through October 15.
- iii. Customer shall have no firm right to inject gas between October 15 and April 15.

b. Withdrawal rights.

- i. Customer shall have the firm right to withdraw 100% of Customer's Maximum Daily Withdrawal Quantity ("MDWQ") during the period from November 1 through March 31.
- ii. Customer shall have no firm right to withdraw gas between April 1 and October 31.

10. GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the executed Storage Service Agreement, all the General Terms and Conditions contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said General Terms and Conditions, are applicable to transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof.

**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 Company, provided that:

- (a) Company 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 Company have executed an Interruptible Storage Service 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) Company has determined that service Customer has requested will not interfere with efficient operation of its system or with Firm Storage Services; and
- (e) Service under this Rate Schedule may not be available to the extent that Company would be required to construct, modify, expand or acquire any facilities to enable Company to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Interruptible storage service rendered by Company to Customer through use of Company's Facility located in Cambria County, Pennsylvania pursuant to an executed Interruptible Storage Service 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 Interruptible Storage Service 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 Total Annual Storage Quantity ("TASQ");

- (b) The storage of Gas in amounts up to Customer's Interruptible TASQ, as stated in the executed Interruptible Storage Service Agreement, provided that all Firm Storage Service requests to utilize Storage Inventory have been satisfied; and
- (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 Interruptible Storage Service 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 Company in order to satisfy Company's obligations to Firm Storage Service Customers, Company shall require Customer to withdraw all, or any portion of, the ISS Gas quantities held in storage by Company for the account of Customer as specified by Company. Unless Company otherwise agrees, Customer shall be required to make ratable withdrawals. If Customer fails to withdraw such ISS Gas from storage, Company may take, free and clear of any adverse claims, title to such ISS Storage Inventory as Customer was instructed to withdraw. Company's 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 Company retains and takes title to any of Customer's Gas pursuant to this Section, Company shall credit the value of such gas, net of any costs incurred by Company to take title to and/or resell such Gas, in accordance with the provisions of Section 6.32 of the General Terms and Conditions of this FERC Gas Tariff.

In the event Company needs to require Customer to withdraw its Gas from storage pursuant to this Section, Company shall provide day-ahead notice to Customer that it must withdraw Gas at its MDWQ during the next Gas Day. Company 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 Company pursuant to this paragraph, Customer's obligation to comply with that notification shall be tolled until such time as Company's operational conditions allow Company 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 5.2[2.1(b)] of this Rate Schedule at the end of each Day, for each Day during a given Month.
- (b) **Storage Injection Charge.** A usage charge for each Dth of Customer's Gas injected into Company's Facilities pursuant to Section 5.2[2.1(a)] of this Rate Schedule.
- (c) **Storage Withdrawal Charge.** A usage charge for each Dth of Customer's Gas withdrawn from Company's Facilities pursuant to Section 5.2[2.1(c)] of this Rate Schedule.
- (d) **Fuel Reimbursement.** The amount of Gas for fuel and losses determined in accordance with Section 6.19 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Customer's Interruptible Storage Service Agreement.
- (e) **Regulatory Fees and Charges.** Customer shall reimburse Company 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 Interruptible Storage Service Agreement.
- (f) **Taxes.** Customer shall reimburse Company for all applicable taxes as may be assessed Company, as set forth in Section 6.15 of the General Terms and Conditions of this FERC Gas Tariff and in Customer's Interruptible Storage Service Agreement.

4. INVOICE

Each invoice for Interruptible storage service shall reflect the applicable charges set forth under Section 5.2[3] of this Rate Schedule, at rates set forth in Customer's Interruptible Storage Service Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in the executed Interruptible Storage Service Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

- 6.1 The Interruptible Storage Service Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for Company 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 Company 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 Interruptible 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 Company and its Customer(s) shall remain in effect during the term(s) of the Interruptible Storage Service Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to any cause whatsoever, Company's capability to receive or deliver quantities of Gas is impaired so that Company 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 6.5 of the General Terms and Conditions of this FERC Gas Tariff.

8. EXPIRATION OF TERM

- 8.1 Upon expiration without renewal or upon termination of Customer's Interruptible Storage Service Agreement, any of Customer's Gas remaining in the Company's Facility shall be deemed sold to Company at a price equal to 80% of the price realized for such Gas pursuant to an auction held in accordance with Section 6.32 of the General Terms and Conditions of this FERC Gas Tariff. However, if Customer was unable to withdraw its ISS Gas quantities due to an interruption of Customer's withdrawal service by Company 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.
- 8.2 Payment for the remaining quantities of Gas shall appear as a credit on the last statement rendered by Company to Customer. To the extent that the credit exceeds the total charges in that statement, the difference shall be paid by

Company to Customer on or before the 25th day of the Month following the Month of such expiration or termination.

- 8.3 In the event that Company purchases and takes title to any of Customer's Gas pursuant to this Section 5.2[8], Company shall dispose of such Gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 6.32 of the General Terms and Conditions of this FERC Gas Tariff.

9. GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the executed Storage Service Agreement, all the General Terms and Conditions contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said General Terms and Conditions, are applicable to transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof.

**ILPS RATE SCHEDULE
INTERRUPTIBLE LENDING AND PARKING SERVICE**

1. AVAILABILITY

This Rate Schedule is available to any Customer requesting Lending and Parking Service from Company under the following conditions:

- (a) Customer has entered into an Lending and Parking Service Agreement with Company for lending and parking service under this Rate Schedule; and
- (b) Customer has sufficient facilities and capacity available to receive gas from and deliver gas to Company.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 The service provided under this ILPS Rate Schedule shall be performed under Part 284 of the Commission's Regulations. This ILPS Rate Schedule shall apply to all gas parked or loaned by Company for Customer pursuant to an Lending and Parking Service Agreement providing for a Maximum Quantity (MQ).
- 2.2 The maximum amount of gas that Company is obligated on any Day to loan or park for any Customer under this Rate Schedule shall be the Maximum Daily Quantity ("MDQ") specified in the applicable Lending and Parking Service Agreement.
- 2.3 Parking service hereunder shall consist of the receipt of gas at the point(s) specified in the Lending and Parking Service Agreement, the parking of gas, and the return of the parked quantity of gas at the parking point(s) specified in the Lending and Parking Service Agreement.
- 2.4 Lending service hereunder shall consist of the delivery of gas to Customer by Company at the point(s) specified in the Lending and Parking Service Agreement and the subsequent return of the quantities of gas to Company at the point(s) specified in the Lending and Parking Service Agreement.
- 2.5 Transportation service to and from the designated point(s) of service for parking and lending shall be solely the Customer's responsibility. Transportation service is not provided under this Rate Schedule.
- 2.6 The lending and parking of gas under this Rate Schedule shall have the priority as set forth in Section 6.5[1] of the General Terms and Conditions. If nominations for service under this Rate Schedule exceed, on any Day, Company' ability to provide such service in conjunction with other nominated firm services, Company will apply the service

priorities set forth in Sections 6.5[3] of the General Terms and Conditions in determining the scheduling of service.

- 2.7 Company may require a Customer to reduce deliveries to or receipts from Company within the day consistent with Company' operating requirements. Company may require a Customer to return all or part of its gas from the Customer's lending service account or remove all or part of its gas from the Customer's parking service account within the time period specified by Company, which period shall be no less than three (3) Days. Company will notify the Customer of the need to remove or return and will specify the quantity to be removed or returned and the deadline for removal. For each Day Company is unable to schedule the removal of Customer's nominated gas, the period specified shall be extended by a corresponding number of Days. If Customer's parking quantities are not removed by the end of the period designated by Company, any remaining gas balance at the end of said period may be forfeited to Company free and clear of any liens or claims in addition to any other charges owing to Company. If Customer loaned quantities are not returned by Customer by the end of the period designated by Company any unreturned gas shall be sold to Customer at 150% of the average Texas Eastern M-2, 30 Receipt price as such prices shall appear in Natural Gas Intelligence's Daily Price Index, or similar publication, for the day in which the deadline for the return of gas occurred in addition to any other charges owing to Company.

3. RATE

- 3.1 The charges to be paid by Customer shall be the applicable rate as set forth on the Customer's Lending and Parking Service Agreement. The Customer shall pay Company each month based on the following charges:
- (a) Lending and Parking Charge - A charge for gas loaned or parked at each point of service.
- 3.2 Customer shall deliver to Company, the amount of Gas for fuel and losses determined in accordance with Section 6.19 of the General Terms and Conditions of this FERC Gas Tariff. The quantity of gas retained by Company for storage loss shall be equal to the quantity of gas loaned or parked for Customer's account multiplied by the Fuel Reimbursement set forth on Statement of Rates of this Tariff; provided, however that Company will not retain gas for storage loss in those instances where the transaction does not cause Company to incur incremental storage losses.

4. MINIMUM BILL

None.

5. NOMINATING AND SCHEDULING

- 5.1 For any Day when Customer desires Company to loan or park gas for Customer's account under this Rate Schedule, Customer shall nominate to Company in accordance with Section 6.8 of the General Terms and Conditions of this Tariff, specifying the quantity of gas that Customer desires Company to loan or park on such Day. When Customer's nominations are confirmed and scheduled as required by the General Terms and Conditions of this Tariff, Company shall receive for Customer's account on such Day the quantity of gas so nominated, subject to the limitations set forth in this Rate Schedule.
- 5.2 For any Day when Customer desires the return of quantities of loaned or parked gas for Customer's account under this Rate Schedule, Customer shall nominate to Company in accordance with the General Terms and Conditions of this Tariff, specifying the quantity of gas that Customer desires to return from parking or lending on such Day. When Customer's nominations are confirmed and scheduled as required by the General Terms and Conditions of this Tariff, Company shall return for Customer's account on such Day the quantity of gas so nominated, subject to the limitations set forth in this Rate Schedule.
- 5.3 If operating conditions permit, Company may loan or park gas for any Customer in excess of the Customer's MDQ upon request; provided, however, that Company shall not loan or park a quantity of gas for Customer's account if said quantity will cause the Customer's total lending or parking quantity for any Day to exceed the MQ specified in Customer's Lending and Parking Service Agreement. Company shall not receive or deliver quantities in excess of the loaned or parked quantities for Customer's account.

6. GENERAL TERMS AND CONDITIONS

- 6.1 All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof except as specifically excluded herein. In the event of any conflict between the provisions of this Rate Schedule and the General Terms and Conditions, the provisions of this Rate Schedule shall apply.