

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

ENABLE OKLAHOMA INTRASTATE TRANSMISSION, LLC

**STATEMENT OF OPERATING CONDITIONS
APPLICABLE TO STORAGE SERVICES**

May 19, 2020

eTariff Information:

Tariff Subscriber: Enable Oklahoma Intrastate Transmission, LLC FERC

Tariff Program Name: FERC NGPA Gas Tariff

Tariff Title: Enable Oklahoma Storage Statement of Operating Conditions

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Tariff Record Title: Enable Oklahoma Storage Statement of Operating Conditions

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Other Information: Add Interruptible Park and Loan Services

**STATEMENT OF OPERATING CONDITIONS
APPLICABLE TO STORAGE SERVICES
OF ENABLE OKLAHOMA INTRASTATE TRANSMISSION, LLC**

IN COMPLIANCE WITH 18 C.F.R. PART 284

TABLE OF CONTENTS

STATEMENT OF OPERATING CONDITIONS	2
1.0 DEFINITIONS.....	2
2.0 INTRODUCTION.	7
STORAGE SERVICES	8
3.0 FIRM STORAGE SERVICE.....	8
4.0 INTERRUPTIBLE STORAGE SERVICE.....	9
5.0 INTERRUPTIBLE PARK AND LOAN SERVICES	10
GENERAL TERMS AND CONDITIONS	Page 1 (GT&C)
RATE SUMMARY FOR NGPA SECTION 311 STORAGE SERVICES	Exhibit A

ENABLE OKLAHOMA INTRASTATE TRANSMISSION, LLC
STATEMENT OF OPERATION CONDITIONS
APPLICABLE TO STORAGE SERVICES

1.0 DEFINITIONS.

- 1.1 “Btu” shall mean British Thermal Unit and, where appropriate, shall mean the plural thereof. One (1) Btu shall mean one British Thermal Unit, and is defined as the quantity of heat required to raise the temperature of one (1) pound of pure water from fifty-eight & five-tenths (58.5) degrees Fahrenheit to fifty-nine and five-tenths (59.5) degrees Fahrenheit at a constant pressure of fourteen & seventy-three hundredths pounds per square inch absolute (14.73 psia).
- 1.2 “Central Prevailing Time” shall mean Central Standard Time or Central Daylight Savings Time, as applicable in Oklahoma.
- 1.3 “Customer” shall mean the customer requesting or contracting for storage service.
- 1.4 “Day” shall mean a period of twenty-four (24) consecutive hours beginning at 9:00 a.m. Central Prevailing Time.
- 1.5 The term “delivery”, “deliver”, or “delivered” shall refer to the physical transfer of possession of Gas from Storage Provider to Customer or Customer’s carrier.
- 1.6 “FERC” shall mean the Federal Energy Regulatory Commission or any successor regulatory agency.
- 1.7 “Firm Storage Service Agreement” shall mean a written service agreement describing the firm service to be furnished by Storage Provider for Customer.
- 1.8 “Firm Storage Service” shall mean storage service that is provided on a firm basis, is not subject to a prior claim by another Customer or another class of service, and receives the same priority as storage service received by any other firm Customer in that it has the highest priority of storage service offered by Storage Provider.
- 1.9 “Force Majeure” shall have the definition and meaning set forth in Section 13.3 of the General Terms and Conditions.

- 1.10 “Gas,” “gas” or “natural gas” shall mean natural gas as produced in its natural state, whether or not stored or processed prior to receipt or delivery, and that meets the respective quality standards for receipt and delivery contained in the General Terms and Conditions to Storage Provider’s effective Statement of Operating Conditions for Transportation Service.
- 1.11 “Injected Quantity” shall mean the quantity of gas received into Storage Provider’s Storage Facilities by or on behalf of Customer.
- 1.12 “Injection Point” shall mean the point located at the inlet to the yard piping of one of Storage Provider’s Storage Facilities at which gas is delivered on Customer’s behalf to Storage Provider for injection into storage.
- 1.13 “Interruptible Park and Loan Service Agreement” shall mean a written service agreement describing the Interruptible Park Service and/or Interruptible Loan Service to be furnished by Storage Provider to Customer and any Transaction Confirmations executed under such agreement.
- 1.14 “Interruptible Loan Service” shall mean a service through which Storage Provider will loan specified quantities of natural gas to a Customer under the terms specified in Section 5 of this SOC.
- 1.15 “Interruptible Park Service” shall mean a service through which Storage Provider will accept specified quantities of natural gas to a Customer under the terms specified in Section 5 of this SOC.
- 1.16 “Interruptible Storage Service” shall mean storage service, including Interruptible Park Service and Interruptible Loan Service that is provided on an interruptible basis in that the capacity used to provide the service is subject to a prior claim by another Customer or another class of service and receives a lower priority than such other classes of service.
- 1.17 “Interruptible Storage Service Agreement” shall mean a written service agreement describing the interruptible service to be furnished by Storage Provider to Customer

and any Transaction Confirmations executed thereto.

- 1.18 “Loan Account” shall mean an account reflecting the aggregate quantities of gas that Storage Provider shall have loaned to a Customer under an Interruptible Park and Loan Service Agreement.
- 1.19 “Market Value of Loaned Gas” shall mean the Customer’s Loan Balance, if any, as specified in the Interruptible Park and Loan Service Agreement multiplied by the price of gas agreed to between Storage Provider and Customer and set forth in the Interruptible Park and Loan Service Agreement.
- 1.20 “Maximum Daily Injection Quantity (‘MDIQ’)” shall mean the maximum quantity of gas that Customer may deliver to Storage Provider for injection into Storage Provider’s Storage Facilities on a ratable basis during any Day, as agreed upon by Storage Provider and Customer and set forth in Customer’s Storage Service Agreement.
- 1.21 Maximum Daily Withdrawal Quantity (‘MDWQ’)” shall mean the maximum quantity of gas that Customer may withdraw from Storage Provider’s Storage Facilities on a ratable basis during any Day, as agreed upon by Storage Provider and Customer and set forth in Customer’s Storage Service Agreement.
- 1.22 “Maximum Loan Balance (‘MLB’)” shall mean the maximum quantity of gas which Storage Provider will loan to a Customer and debit to Customer’s Loan Account under an Interruptible Park and Loan Service Agreement.
- 1.23 “Maximum Park Balance (‘MPB’)” shall mean the maximum quantity of gas which Storage Provider will receive and credit to a Customer’s Park Account under an Interruptible Park and Loan Service Agreement.
- 1.24 “Maximum Storage Quantity (‘MSQ’)” shall mean the maximum quantity of gas that Customer may store in Storage Provider’s Storage Facilities at any one time, as set forth in Customer’s Storage Service Agreement, or (ii) Customer’s MPB or Customer’s MLB under its Storage Service Agreement.

- 1.25 “MMBtu” shall mean one million (1,000,000) Btu.
- 1.26 “Month” shall mean a period of time beginning at 9:00 a.m. Central Prevailing Time on the first (1st) Day of a calendar Month and extending to 9:00 a.m. Central Prevailing Time on the first (1st) Day of the following calendar Month.
- 1.27 The terms “nomination”, “nominate” or “nominated” shall mean the request for services at a specified time, date, quantity, rate and priority at the Point(s) of Receipt and Delivery.
- 1.28 “Park Account” shall mean an account reflecting the aggregate quantities of gas that Storage Provider shall have received for parking on a Customer’s behalf under an Interruptible Park and Loan Service Agreement.
- 1.29 “Party” or “Parties” shall refer to Storage Provider or Customer individually or collectively, as may be appropriate herein.
- 1.30 “psia” shall mean pounds per square inch absolute.
- 1.31 The terms “receipt”, “receive”, or “received” shall refer to the physical transfer of possession of gas from Customer or Customer’s carrier to Storage Provider.
- 1.32 “Request for Bids (‘RFB’)” shall mean a document issued by Storage Provider requesting interested Customers to submit bids for storage capacity and setting forth any specific terms and/or limitations applicable to such capacity.
- 1.33 “Discretion” shall mean Storage Provider’s discretion exercised in a reasonable non-discriminatory manner.
- 1.34 “Storage Facilities” shall mean Storage Provider’s Stuart and Wetumka storage fields and all associated and appurtenant facilities and equipment.
- 1.35 “System Fuel” shall mean mainline compression fuel plus lost and unaccounted for gas used on Storage Provider’s transmission system. Such System Fuel will be calculated annually pursuant to the fuel tracker set forth in Exhibit “A” to Storage

Provider's Statement of Operating Conditions Applicable to Transportation Services.

- 1.36 “Storage Fuel” shall mean an incremental quantity of gas separate from System Fuel that is used for compressor fuel and lost and unaccounted for gas for Storage Provider's storage operations. Customer shall deliver to Storage Provider Storage Fuel in excess of Customer's Injected Quantity, Loan Balance and/or Park Balance, as applicable, in accordance with Section 7.1 of the General Terms and Conditions, calculated using the rate(s) stated in Exhibit A.
- 1.37 “Storage Service Agreement” shall mean a written service agreement providing for the storage of gas by Storage Provider for Customer, including a Firm Storage Service Agreement, an Interruptible Storage Service Agreement, or an Interruptible Park and Loan Service Agreement, and any Transaction Confirmations executed pursuant to an Interruptible Storage Service Agreement or an Interruptible Park and Loan Service Agreement.
- 1.38 “Storage Provider's Internet Website” shall mean Storage Provider's electronically accessible web site at <http://pipelines.enablemidstream.com/EOIT.html>.
- 1.39 “System Operations Orders” shall mean orders issued by Storage Provider to maintain or restore the operational integrity of Storage Provider's Storage Facilities, alleviate conditions that threaten safe operations, or which are required to maintain efficient and reliable service.
- 1.40 “Transaction Confirmation” shall mean a document issued by Storage Provider pursuant to an Interruptible Storage Service Agreement or an Interruptible Park and Loan Service Agreement that records an agreement by a Customer to enter into a storage transaction with Storage Provider.
- 1.41 “Transportation Service Agreement” shall mean a written service agreement executed in accordance with Storage Provider's effective Statement of Operating Conditions for Transportation Service providing for the transportation by Storage Provider on its transmission system of gas to be injected into and/or withdrawn

from storage in conjunction with the Storage Service Agreement.

- 1.42 “Withdrawal Point” shall mean for storage and storage-related services hereunder the point located at the outlet of the yard piping of one of Storage Provider’s Storage Facilities at which Storage Provider will deliver gas to Customer or Customer’s carrier upon withdrawal from storage.
- 1.43 “Working Day” shall mean the days Monday through Friday, inclusive, but excluding any federal holidays and holidays observed by Storage Provider.

2.0 INTRODUCTION.

2.1 Enable Oklahoma Intrastate Transmission, LLC (hereinafter “Storage Provider”), an intrastate pipeline with facilities located wholly within the State of Oklahoma, is exempt from regulation under the Natural Gas Act of 1938 (“NGA”) and from the jurisdiction held by the Federal Energy Regulatory Commission (“FERC”) under the NGA. Services provided by Storage Provider hereunder shall be provided pursuant to Section 311(a)(2) of the Natural Gas Policy Act of 1978 (“NGPA”) and Subpart C of Part 284 of FERC’s regulations promulgated pursuant to the NGPA. Any storage services that Storage Provider provides will be governed by, and must comply with, the terms and conditions set forth in this Statement of Operating Conditions Applicable to Storage Service (hereinafter, “Statement of Operating Conditions”) and will be consistent with, and shall not infringe upon, Storage Provider’s status as a non-jurisdictional intrastate pipeline under the NGA or otherwise subject Storage Provider to FERC’s NGA jurisdiction.

2.2 “On behalf of” test. All transactions for storage services involving natural gas that has flowed or will flow in interstate commerce must meet the “on behalf of” test set forth in Section 284.122(d) of FERC’s regulations. The “on behalf of” test is met where:

- (a) An interstate pipeline or local distribution company (“LDC”) has physical custody of and transports the gas at some point, or
- (b) The interstate pipeline or LDC holds title to the gas at some point, which may occur prior to, during, or after the time the gas is being stored by transporter, for a purpose related to its status and functions as an interstate pipeline or LDC.

Customer shall warrant that it satisfies the “on behalf of” test as to gas to be stored under a Storage Service Agreement and shall provide to Storage Provider documentation necessary to verify compliance with the “on behalf of” test, upon Storage Provider’s request. If, in the opinion of Storage Provider’s counsel, the qualifying status of a Customer or a transaction is in doubt, Storage Provider shall

not be obligated to provide storage services for Customer; however, Customer may receive such services if it applies for and receives a non-appealable final ruling from FERC, or successor agency thereto, affirming that Customer qualifies to receive interstate service under NGPA Section 311(a)(2).

2.3 Storage Provider reserves the right to offer additional services not listed in Section 2.4 below, subject to Storage Provider's filing of a revised Statement of Operating Conditions with the FERC and obtaining any necessary rate authorization.

2.4 **STORAGE SERVICES.** The following storage and storage-related services shall be offered by Storage Provider pursuant to the terms and conditions set forth in this Statement of Operating Conditions:

- (a) Firm Storage Service
- (b) Interruptible Storage Service
- (c) Interruptible Park Service
- (d) Interruptible Loan Service

3.0 **FIRM STORAGE SERVICE.**

3.1 Storage Provider may enter into a Firm Storage Service Agreement with any Customer that meets all criteria for the receipt of such service set forth in Section 2.2 and Section 1.0 of the General Terms and Conditions under which, subject to the availability of storage capacity in Storage Provider's Storage Facilities, Storage Provider shall provide Firm Storage Services to Customers on a non-discriminatory basis pursuant to Section 311(a)(2) of the NGPA and Part 284 of FERC's regulations thereunder. The Firm Storage Service Agreement shall set forth the term of any Firm Storage Service.

3.2 During the term of the Firm Storage Service Agreement, Storage Provider shall provide firm storage service to Customer with a Maximum Storage Quantity ("MSQ"), Maximum Daily Injection Quantity ("MDIQ") and Maximum Daily Withdrawal Quantity ("MDWQ"), as specified in the Firm Storage Service

Agreement, but which quantities may vary during the term of Customer's Firm Storage Service Agreement, as set forth in such agreement.

- 3.3 The rates charged by Storage Provider for Firm Storage Service shall be in accordance with Section 6.0 of the General Terms and Conditions.
- 3.4 Subject to Section 4.3 of the General Terms and Conditions and the terms of the Firm Storage Service Agreement, Customer may nominate to deliver gas to Storage Provider for injection into storage on a firm basis on any Day or Customer may Nominate that Storage Provider withdraw gas from storage on a firm basis on any Day. Injections or withdrawals can occur on any Day as agreed to by Customer and Storage Provider; provided, however, that Customer may not inject and withdrawal gas on the same Day without Storage Provider's prior approval.
- 3.5 Customer shall be solely responsible for contracting and paying for any transportation services, including System Fuel for such transportation services, associated with the Withdrawal Point(s) and the Injection Point(s) necessary for Customer to utilize storage services under its Firm Storage Service Agreement.

4.0 **INTERRUPTIBLE STORAGE SERVICE.**

- 4.1 Storage Provider may enter into an Interruptible Storage Service Agreement with any Customer that meets all criteria for the receipt of such service set forth in Section 2.2 and in Section 1.0 of the General Terms and Conditions under which, subject to the availability of storage capacity in Storage Provider's Storage Facilities, Storage Provider shall provide Interruptible Storage Services to Customers on a non-discriminatory basis pursuant to Section 311(a)(2) of the NGPA and Part 284 of FERC's regulations thereunder. The Interruptible Storage Service Agreement shall set forth the term of any Interruptible Storage Service.
- 4.2 During the term of the Interruptible Storage Service Agreement, Storage Provider shall provide interruptible storage service to Customer with an MSQ, MDIQ and MDWQ, as specified in the Interruptible Storage Service Agreement or a Transaction Confirmation executed under such agreement, which quantities may

vary during the term of Customer's Interruptible Storage Service Agreement, as set forth in such agreement.

- 4.3 The rates charged by Storage Provider for Interruptible Storage Service shall be in accordance with Section 6.0 of the General Terms and Conditions.
- 4.4 Subject to Section 4.3 of the General Terms and Conditions and the terms of the Interruptible Storage Service Agreement, Customer may Nominate to deliver gas to Storage Provider for injection into storage on an interruptible basis on any Day or Customer may Nominate that Storage Provider withdraw gas from storage on an interruptible basis on any Day. Injections or Withdrawals can occur on any Day as agreed to by Customer and Storage Provider; provided, however, that Customer may not inject and withdraw gas on the same Day without Storage Provider's prior approval.
- 4.5 Customer shall be solely responsible for contracting and paying for any transportation services, including System Fuel for such transportation services, associated with the Withdrawal Point(s) and the Injection Point(s) necessary for Customer to utilize storage services under its Interruptible Storage Service Agreement.

5.0 INTERRUPTIBLE PARK AND LOAN SERVICES.

- 5.1 Storage Provider may enter into an Interruptible Park and Loan Service Agreement with any Customer that meets all criteria for the receipt of such service set forth in Section 2.2 and in Section 1.0 of the General Terms and Conditions under which, subject to the availability of storage capacity, Storage Provider shall provide Interruptible Park Service and/or Interruptible Loan Service to Customers on a non-discriminatory basis pursuant to Section 311(a)(2) of the NGPA and Part 284 of FERC's regulations thereunder and subject to the terms, conditions and limitations set forth in this Section 5.
- 5.2 During the term of the Interruptible Park and Loan Service Agreement, Storage

Provider shall provide Interruptible Park Service and/or Interruptible Loan Service to Customer with an MLB and MPB, as specified in the Interruptible Park and Loan Service Agreement or a Transaction Confirmation executed under such agreement, which quantities may vary during the term of Customer's Interruptible Park and Loan Service Agreement, as set forth in such agreement.

5.3 The rates charged by Storage Provider for Interruptible Park Service and Interruptible Loan Service shall be in accordance with Section 6.0 of the General Terms and Conditions.

5.4 Subject to Section 4.3 of the General Terms and Conditions and the terms of the Interruptible Park and Loan Service Agreement, (i) Customer may Nominate to deliver gas to Storage Provider or (ii) Customer may Nominate that Storage Provider on an interruptible basis loan gas to Customer on any Day consistent with the terms of the Interruptible Park and Loan Service Agreement or a Transaction Confirmation executed under such agreement.

5.5 Customer shall be solely responsible for contracting and paying for any transportation services, including System Fuel for such transportation services, associated with the Withdrawal Point(s) and the Injection Point(s) necessary for Customer to utilize park and/or loan services under its Interruptible Park and Loan Service Agreement.

5.6 Interruptible Park Service.

- (a) A Customer electing to inject (park) Gas to its Park Account shall nominate such Gas for injection at the Injection Point(s) in accordance with the Nomination provisions of this SOC and the terms of its Interruptible Park and Loan Service Agreement. The minimum and maximum length of time the gas may be left in Customer's Park Account will be stated in Customer's Interruptible Park and Loan Service Agreement. Storage Provider shall credit all such quantities of Gas that are nominated, scheduled and received by Storage Provider for parking to Customer's Park Account. Customer's Park

Account balance shall not at any time exceed the parking MPB stated in Customer's Interruptible Park and Loan Service Agreement.

- (b) A Customer electing to withdraw (unpark) Gas from its Park Account shall nominate such Gas for withdrawal at the Withdrawal Point(s) in accordance with the Nomination provisions of this SOC and the terms of Customer's Interruptible Park and Loan Service Agreement. Storage Provider shall deduct all such quantities of Gas that are nominated, scheduled and delivered by Storage Provider from Customer's Park Account. Customer may not withdraw Gas below a zero Park Account balance.
- (c) To protect and/or maintain the operational integrity of its Storage Facilities and pipeline system, Storage Provider may require the withdrawal of Gas in Customer's Park Account upon 24 hours' notice. If Customer has not withdrawn the requested Gas within 48 hours after the time such notice was first given, then Storage Provider may adjust the Customer's nominations as necessary to maintain the operational integrity of its Storage Facilities and pipeline system. If Storage Provider is unable to maintain the operational integrity of its Storage Facilities and pipeline system by the adjustment of Customer's nominations after Customer has failed to withdraw its Gas from its Park Account, despite the availability of capacity for the withdrawal of such Customer Gas, then, after thirty (30) Days' notice to Customer, Storage Provider shall take title to that portion of Customer's Park Account that Customer was instructed to withdraw, free and clear of any adverse claims. At any time prior to the expiration of the thirty (30) Days' notice, however, Customer may withdraw such Customer Gas in accordance with the terms of this Statement of Operating Conditions.

5.7 Interruptible Loan Service.

- (a) A Customer electing to borrow (withdraw) Gas from its Loan Account shall nominate such Gas for withdrawal at the Withdrawal Point(s) in accordance with the Nomination provisions of this SOC and the terms of its Interruptible

Park and Loan Service Agreement. The minimum and maximum length of time the gas may be left in Customer's Park Account will be stated in Customer's Interruptible Park and Loan Service Agreement. Storage Provider shall debit all such quantities of Gas that are approved for withdrawal from Customer's Loan Account. Customer's Loan Account balance shall not exceed the MLB stated in Customer's Interruptible Park and Loan Service Agreement. Customer may not withdraw Gas below zero Loan Account balance.

- (b) A Customer electing to re-pay (inject) Gas to its Loan Account shall nominate such Gas for injection at the Injection Point(s) in accordance with the Nomination provisions of this SOC and the terms of its Interruptible Park and Loan Service Agreement. Storage Provider shall credit all such quantities of Gas that are nominated, scheduled and delivered to Storage Provider for repayment to Customer's Loan Account.
- (c) Customer's Service Agreement has terminated, then Storage Provider, in its discretion, may require Customer to repay all, or any portion of, the Gas quantities loaned by Storage Provider within 30 Days of Storage Provider's notice to Customer. If Customer fails to deliver or cause to be delivered the quantities specified by Storage Provider in its notice, then Storage Provider will invoice and Customer shall pay an amount as specified in the Interruptible Park and Loan Service Agreement.
- (d) To protect and/or maintain the operational integrity of its Storage Facilities and pipeline system, Storage Provider may require the repayment of quantities of Gas that have been loaned upon 24 hours' notice. If Customer has not repaid the requested quantities of Gas that have been loaned within 48 hours after the time such notice was first given, then Storage Provider will invoice and Customer shall pay a one-time charge equal to an amount per each MMBtu of loaned Gas that Customer failed to repay, despite the availability of capacity for the repayment of such Gas, as specified in the Interruptible Park and Loan Service Agreement.

**ENABLE OKLAHOMA INTRASTATE TRANSMISSION, LLC
GENERAL TERMS AND CONDITIONS FOR
STATEMENT OF OPERATING CONDITIONS**

TABLE OF CONTENTS

	Page
1.0 REQUESTS FOR SERVICE AND CREDITWORTHINESS.	1
2.0 TRANSACTION CONFIRMATION PROCEDURE FOR INTERRUPTIBLE STORAGE AND PARK AND LOAN SERVICE AGREEMENTS.....	4
3.0 NOMINATIONS, SCHEDULING AND SYSTEM OPERATIONS ORDERS.....	6
4.0 OPERATIONS.....	10
5.0 CONSTRUCTION OF STORAGE FACILITIES.	11
6.0 RATES.....	12
7.0 STORAGE FUEL REIMBURSEMENT.....	12
8.0 REGULATORY REQUIREMENTS.....	12
9.0 PRESSURES.....	13
10.0 BILLING, ACCOUNTING, TAXES, AND REPORTS.	13
11.0 WARRANTY AND INDEMNIFICATION.....	17
12.0 GOVERNMENT REGULATIONS.....	17
13.0 FORCE MAJEURE.	18
14.0 POSSESSION, RISK OF LOSS AND USE OF GAS.....	19
15.0 LIMITATION OF LIABILITY.	20
16.0 WAIVERS AND NON-WAIVER OF FUTURE DEFAULT.	20
17.0 CHOICE OF LAW.	20
18.0 NOTICES.....	21
19.0 RIGHT TO TERMINATE SERVICE.	21
20.0 MISCELLANEOUS.	22

1.0 **REQUESTS FOR SERVICE AND CREDITWORTHINESS.**

1.1 Service Provided on a Non-Discriminatory Basis. Storage Provider will provide Firm Storage Service and Interruptible Storage Service on a non-discriminatory basis as follows:

(a) Firm Storage Service. Storage Provider may enter into a Firm Storage Service Agreement with any Customer on a nondiscriminatory basis pursuant to a Request for Bids (“RFB”) process. To the extent there are no responses to an RFB or insufficient conforming responses offering rates acceptable to Storage Provider, Storage Provider may agree to Firm Storage Service Agreements with Customers on an individual, non-discriminatory basis.

(b) Interruptible Storage Service. Storage Provider may enter into an Interruptible Storage Service Agreement or an Interruptible Park and Loan Service Agreement, including Transaction Confirmations thereunder, with any Customer on a non-discriminatory basis, which may include, but is not limited to, an RFB process.

1.2 Service Agreements and Service Request Forms. Any Customer or potential Customer desiring to obtain service under this Statement of Operating Conditions must enter into a Storage Service Agreement with Storage Provider. All such Storage Service Agreements will be subject to the Statement of Operating Conditions and these General Terms and Conditions. Unless an RFB has been issued by Storage Provider seeking bids for storage capacity, prospective Customers must submit to Storage Provider a completed Storage Service Request Form, or equivalent submission, providing all required Customer information. The Storage Request Form is available from Storage Provider’s Internet Website. After Customer has requested a Storage Service Agreement and Storage Provider has determined that Customer satisfies Storage Provider’s creditworthiness requirements in accordance with Section 1.3 hereof, Storage Provider and Customer may enter into a Storage Service Agreement. Neither Storage Provider nor Customer will have any obligations to one another with regard to any storage or

storage-related services until authorized representatives of both Storage Provider and Customer have executed a Storage Service Agreement.

1.3 Creditworthiness.

- (a) Customer shall establish and maintain creditworthiness with Storage Provider. To establish and maintain creditworthiness, Customer shall: (i) have and maintain an Investment Grade Credit Rating; (ii) provide and maintain Adequate Assurance (including credit support for the Market Value of Loaned Gas, if applicable); or (iii) otherwise demonstrate to Storage Provider's satisfaction Customer's ability to meet its financial obligations hereunder.
- (b) Customer shall deliver to Service Provider upon request: (i) a copy of the audited consolidated financial statements for each fiscal year for such Customer as soon as practicable following the end of each fiscal year; and (ii) a copy of the consolidated financial statements for such Customer for each fiscal quarter as soon as practicable following the end of each fiscal quarter. In all cases the statements shall be for the most recent accounting period and shall be prepared in accordance with accounting principles generally accepted in the United States.
- (c) If Customer establishes but fails to maintain creditworthiness under Section 1.3(a)(i) or 1.3(a)(iii), Storage Provider may demand Adequate Assurance. If Storage Provider determines that the amount of Adequate Assurance previously provided by Customer is insufficient, or if Storage Provider determines that the issuer of Adequate Assurance is no longer acceptable, Storage Provider may demand additional or alternate Adequate Assurance. Customer shall provide Adequate Assurance, and any additional or alternate Adequate Assurance, within two Working Days of receipt of a demand for Adequate Assurance from Service Provider.
- (d) Storage Provider shall not be required to commence service for any

Customer, and Storage Provider may at any time suspend service to any Customer, that: (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or has such petition filed or proceeding commenced against it; (iii) otherwise becomes bankrupt or insolvent (however evidenced); (iv) becomes unable to pay its debts as they fall due; (v) has a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fails to provide or maintain Adequate Assurance under Section 1.3; or (vii) otherwise fails to establish or maintain creditworthiness under Section 1.3.

- (e) “Investment Grade Credit Rating” means credit rating on the long-term senior unsecured non-credit-enhanced debt of Customer of at least BBB- from Standard & Poor’s Rating Group (a division of McGraw-Hill Inc.) or its successor (“S&P”) or “Baa3” from Moody’s Investor Services, Inc. or its successor (“Moody’s”), in either case with a short-term and long-term outlook or credit watch of stable or positive; provided that if Customer has a rating from both S&P and Moody’s, the lower credit rating will be used to determine whether Customer has an Investment Grade Credit Rating.

- (f) “Adequate Assurance” means security: (i) in the form of (A) a guaranty or standby irrevocable letter of credit, which in either case is in a form, for a term, and from an issuer acceptable to Storage Provider in its Discretion, or (B) a cash prepayment under a prepayment agreement acceptable to Storage Provider in its Discretion; and (ii) in an amount equal to (A) for Firm Storage Service, three (3) Months of service at the MSQ, and (B) for Interruptible Storage Service, three (3) Months of service charges estimated on the basis of historical or projected usage, as determined by Storage Provider in its Discretion.

(g) All Customers that contract with Storage Provider for Interruptible Loan Service, including Customers deemed creditworthy under paragraph (a) of this Section, shall provide credit support in the amount of the Market Value of Loaned Gas. Customer's otherwise applicable Adequate Assurance amount, calculated under paragraph (f) of this Section, shall be increased to include the amount of credit support for the Market Value of Loaned Gas. In providing credit support for the Market Value of Loaned Gas, Customer may use one or more of the forms of credit support described as constituting Adequate Assurance in paragraph (f) above. Storage Provider shall re-compute the total amount of Adequate Assurance Customer is required to provide on a daily basis. Storage Provider shall notify Customer when such re-computation indicates that additional credit support is required to comply with the requirements of this Section based on a 10% or higher increase in the daily computation of the amount of Adequate Assurance over the total amount of Adequate Assurance previously provided by Customer. Customer shall have two (2) Business Days to comply with a notification by Storage Provider of insufficient Adequate Assurance. Credit support provided by Customer may be reduced if a daily re-computation yields a total Adequate Assurance requirement that is at least 10% below the dollar amount of Adequate Assurance provided by Customer.

1.4 Valid Request for Service. A request for service hereunder shall be valid as of the date received if it contains adequate information with respect to all items specified herein, subject to any necessary verification of such information; provided, however, that a request shall not be valid if the service requested does not conform to the terms of this Statement of Operating Conditions or if the data provided are incomplete or not adequately substantiated. The submission of a request for service form is not required for Firm Storage Service using the RFB process. Storage Provider may waive any requirement below if it deems the information unnecessary in a specific case and may request additional information in a specific case if the data provided is, in Storage Provider's Discretion, inadequate. Storage Provider shall promptly notify a Customer whose request is rejected because of failure to submit or supplement all data specified below or whose request fails to comply with

any terms of this Statement of Operating Conditions and the General Terms and Conditions hereto. Storage Provider shall promptly notify Customer when its request for service is accepted and shall tender a Service Agreement to Customer for execution. Unless waived by Storage Provider, in its Discretion, a request for service shall be invalid if Customer fails to return an executed Service Agreement within thirty (30) days after such Service Agreement has been tendered by Storage Provider to Customer for execution.

1.5 Gas Quantity. Customer shall specify a Maximum Storage Quantity, stated in MMBtus, for injection or withdrawal of gas by Storage Provider.

2.0 **TRANSACTION CONFIRMATION PROCEDURE FOR INTERRUPTIBLE STORAGE AND PARK AND LOAN SERVICE AGREEMENTS.**

2.1 Customer shall utilize the Transaction Confirmation Exhibit to the Interruptible Storage Service Agreement and Interruptible Park and Loan Service Agreement to request to enter into transactions with Storage Provider without having to amend the underlying Storage Service Agreement.

2.2 Customer and Storage Provider shall use the following procedure to establish the mutual agreement between the Parties for Interruptible Storage Service:

(a) To the extent that Customer and Storage Provider come to an understanding regarding desired services for a specified period (a "Transaction"), the Storage Provider shall record that Transaction on a Transaction Confirmation (which will be attached as an Exhibit to the Storage Service Agreement) and transmit a completed Transaction Confirmation to Customer by facsimile, electronic mail or mutually agreeable electronic means, by the close of the Working Day of the date the Parties agree to such Transaction or as soon as is practicable. The applicable storage charges, MSQ, MDIQ, MDWQ, and dates of potential withdrawal and injection services shall be set forth in the Transaction Confirmation.

- (b) The Transaction shall not be binding until Storage Provider provides the completed Transaction Confirmation to Customer and (i) Customer provides written confirmation of its agreement with the received Transaction Confirmation; or (ii) the passage of the Confirm Deadline (defined in (c) below) without Objection (defined in (d) below) from Customer, whichever occurs first. When completed pursuant to this procedure, the binding Transaction Confirmation will be referred to as the “Confirmed Transaction Confirmation.”
- (c) “Confirm Deadline” shall mean 5:00 p.m. Central Prevailing Time on the second Working Day following the date of the Storage Provider’s transmittal of the Transaction Confirmation; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. Central Prevailing Time, it shall be deemed received at the opening of the next Working Day.
- (d) “Objection” shall mean Customer notifies Storage Provider of an objection relating to the Transaction Confirmation. If Storage Provider receives Customer’s Objection before the Confirmation Deadline, then the Transaction Confirmation shall not be effective unless and until such differences are resolved. Customer’s failure to notify Storage Provider in writing of its Objection by the Confirm Deadline constitutes Customer’s agreement to the terms of the Transaction described in Storage Provider’s Transaction Confirmation.

2.3 In the event of a conflict among the terms of (i) a Confirmed Transaction Confirmation or (ii) the Storage Service Agreement and this Statement of Operating Conditions and the General Terms and Conditions, this Statement of Operating Conditions and the General Terms and Conditions shall control. In the event of a conflict between the terms of a Confirmed Transaction Confirmation and the Storage Service Agreement, the Confirmed Transaction Confirmation shall control.

3.0 **NOMINATIONS, SCHEDULING AND SYSTEM OPERATIONS ORDERS.**

- 3.1 Nominations. In accordance with the nomination deadlines set out below, Customer shall provide to Storage Provider electronically, via Transporter's Internet Website, unless otherwise specifically agreed to by Storage Provider, the nominations of volumes to be received by Storage Provider from Customer or Customer's carrier for Customer's account at the Injection Point(s) and the nomination of volumes to be delivered by Storage Provider to Customer's carrier for Customer's Account at the Withdrawal Point(s). Such nominations shall include all information deemed necessary, in Storage Provider's Discretion, to adequately and correctly confirm, allocate and account for volumes so nominated, including, but not limited to, the number of Days for which the volume is nominated. If the number of Days for which the volume is nominated is not specified by Customer on or before the nomination deadlines set out below, the Customer shall be deemed to have nominated no volumes at the Injection Point(s) or the Withdrawal Point(s); provided, however, that Storage Provider may, but shall not be obligated or required to, accept nominations from Customer after the nomination deadlines set out below.
- 3.2 The deadline for nominations will be on or before 11:00 a.m. Central Prevailing Time on the 2nd Working Day prior to the end of the Month preceding the Month in which nominations are to be effective. The nomination will consist of the Storage Injection nomination which shall identify all volumes nominated to be received by Storage Provider for injection into storage for Customer or for Customer's account and the Storage Withdrawal nomination which shall identify all volumes nominated to be delivered by Storage Provider for withdrawal from storage for Customer or for Customer's account.
- 3.3 All nominations received after the first of the Month must be received by Storage Provider by 11:00 a.m. Central Prevailing Time on the Working Day prior to the requested flow. All such nominations shall include all information required by Storage Provider as set out hereinabove for first of the Month nominations.

Storage Provider may, but is not required to, accept:

- (a) Any nomination which exceeds Customer's MSQ, MDIQ or MDWQ specified in the Storage Service Agreement, or
- (b) Any nominations not submitted electronically via email or facsimile.

3.4 Subject to Storage Provider's operating conditions and contractual requirements:

- (a) Volumes of Gas received by Storage Provider at the Injection Point(s) shall conform as closely as possible to the volumes nominated by Customer for injection into storage and such gas quantities shall be delivered by Customer to Storage Provider at hourly rates of flow that are as nearly as practicable uniform throughout the Day, but allowing for intraday nominations where such rights are agreed upon by Storage Provider and Customer.
- (b) Volumes delivered by Storage Provider to Customer or for Customer's account at the Withdrawal Point(s) shall conform as closely as possible to the volumes nominated by Customer for withdrawal from storage, except that Storage Provider may conform such volumes to Customer's volumes delivered at the Injection Point(s) on Storage Provider's Storage Facilities less any deduction for System Fuel and any provision for imbalance corrections.
- (c) Storage Provider may agree in the Storage Service Agreement to provide Customer with intraday nomination rights, early injection or early withdrawal rights, or inventory rollover rights. Storage Provider and Customer will agree upon any additional fees for such rights in writing. These additional rights will be provided by Storage Provider on a non-discriminatory basis.

3.5 Storage Provider may temporarily interrupt injections and/or withdrawals at any

time and from time to time, in accordance with: (1) the provisions of Section 4.3; or (2) due to Storage Provider's operating conditions.

3.6 Storage Provider may, in its Discretion, allow Customer to nominate injections into storage in excess of the MDIQ and/or allow Customer to nominate withdrawals from storage in excess of the MDWQ. Storage Provider may charge an additional fee for such excess injections or withdrawals. Storage Provider and Customer will agree upon any such additional fee in writing. Storage Provider will exercise such discretion in a non-discriminatory manner. Storage Provider and Customer may agree that the Customer has intraday nomination rights under the specific terms of the Customer's Service Agreement.

3.7 System Operations Orders. Storage Provider shall have the right to issue System Operations Orders when, in its Discretion, such orders are necessary to maintain or restore the operational integrity of Storage Provider's Storage Facilities, alleviate conditions that threaten safe operations, or which are required to maintain efficient and reliable service. The operational integrity of Storage Provider's Storage Facilities 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 storage system (or any portion thereof), and the maintenance (on a reliable and operationally sound basis) of total system deliverability and the quality of gas delivered. To accomplish these objectives, Storage Provider shall be entitled to take actions as described herein. A System Operations Order shall require actions or measures that Storage Provider determines will neutralize or reduce threats to, or otherwise preserve, the integrity of all or a portion of Storage Provider's Storage Facilities and that may require immediate response as determined by Storage Provider in its Discretion. System Operations Orders may require Customer or Customers to take any of the following actions, or similar actions, to the extent such actions would tend to alleviate the situation to be addressed:

(a) Implement curtailments; or

- (b) Such other actions as are within Customer's control which would tend to alleviate or forestall the situation to be addressed.

In the event that, in Storage Provider's Discretion, actions undertaken pursuant to this Section are insufficient to remedy the situation or there is insufficient time to institute such actions, Storage Provider shall take such actions as are reasonably necessary to maintain System Operations, deliverability, reliable services and pressurization to all or any segments of its system. Storage Provider is authorized to use all of the resources of its system to such ends. Storage Provider shall provide Customer with notice of System Operations Orders at a time and in a manner that is reasonable under the existing or expected conditions. Storage Provider shall post notices of System Operations Orders on Storage Provider's Internet Web Site and shall make reasonable efforts to notify the employee(s) of Customer responsible for the then most recent nomination(s). If Storage Provider provides the original notice telephonically, Storage Provider shall follow up in a reasonable time with written confirmation.

- 3.8 Resolution of Storage Service Agreement Ending Inventories. Customer shall nominate and arrange for the withdrawal of all volumes of gas remaining in Storage Provider's Storage Facilities prior to 9:00 p.m. on the ending date of its Storage Service Agreement. In the event Customer properly nominates for withdrawal of all volumes of gas prior to the Ending Date and Customer's gas was prevented from being withdrawn due to events of Force Majeure or other curtailments, then the Ending Inventory will be cashed out using the following formula: Storage Provider will purchase the Ending Inventory at a price equal to the midpoint price for Centerpoint, East as published in the Daily Price Survey of Platt's Gas Daily on the second Working Day following the ending day. Customer agrees that, in the event Customer fails to nominate for withdrawal of the gas quantities of gas by the ending date, Storage Provider shall automatically take title to any quantities of gas for the account of Shipper remaining in the Storage Facilities after the ending date ("Ending Inventory"), free and clear of any adverse claims or costs to Storage

Provider. If Customer desires a determination of an estimated Ending Inventory prior to receiving the monthly statement from Storage Provider, Customer shall so notify Storage Provider in writing.

- 3.9 Storage Ratchets. The quantity of MDWQ and MDIQ available for Customer's use shall reflect the storage ratchets, set forth in Storage Provider's most recent annual RFB posting. Such Storage Ratchets shall be set forth in Customer's Firm Storage Service Agreement and shall apply for the term of Customer's Firm Storage Service Agreement.

4.0 **OPERATIONS.**

- 4.1 Customer shall deliver gas or cause gas to be delivered into Storage Provider's Storage Facilities at the Injection Point(s) described in the applicable Storage Service Agreement.

- 4.2 Storage Provider shall retain operational control over receipts into its system, including, but not limited to, the right to require Customer to comply with all provisions of this Section 4.0. Should Customer's failure to comply with any provision of this Section 4.0 unreasonably interfere, in Storage Provider's Discretion, with Storage Provider's control over its system, then Storage Provider may, at its option, cease storage service and terminate any relevant agreements, without limitation of Storage Provider's rights and remedies at law and equity.

- 4.3 Curtailed and Interruption of Service. Upon such notice as is reasonable under the circumstances, Storage Provider may order the curtailment and interruption of service at any time if, in Storage Provider's Discretion, capacity or operating conditions require or it is desirable or necessary to make modifications, repairs or operating changes, the conduct of which will occasion interruption. The curtailment and interruption of service will be implemented in the following order of priority:

- (a) Interruptible Storage Service. Interruptible Storage Service, including

Interruptible Park Service and Interruptible Loan Service, will be interrupted or curtailed first, based on the highest economic value as determined by Storage Provider in its Discretion, with the Customer's Storage Service Agreement with the lowest economic value to be curtailed first and then in an ascending order of economic value. Service will be curtailed on a pro rata basis where two or more Customers' Storage Service Agreements have the same economic value. Modifying a Storage Service Agreement or Transaction Confirmation to alter the economic order of curtailment after a curtailment order has been issued is prohibited.

- (b) Firm Storage Service. Firm Storage Service and capacity associated with firm capacity leases will be curtailed pro rata on the basis of actual nominations received for the service parameter (e.g., withdrawals) to be curtailed.

4.4 Storage Provider 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 Storage Provider's gross negligence or willful misconduct.

4.5 Storage Provider shall have the right to perform storage tests when necessary to maintain and ensure the operational integrity of Storage Provider's Storage Facilities.

5.0 CONSTRUCTION OF STORAGE FACILITIES.

5.1 Storage Provider shall not under any circumstances be obligated to construct or add facilities to receive or deliver gas under a Storage Service Agreement.

6.0 RATES.

6.1 Customer shall be responsible for paying all rates and charges for services provided by Storage Provider under the Customer's Storage Service Agreement(s), and the

respective Transaction Confirmation Exhibit(s) thereto, where applicable. All of such rates and charges will be calculated based on the applicable rates set forth in the applicable Storage Service Agreement and the Transaction Confirmation Exhibit(s) thereto. All references to prices, fees, charges or other monetary amounts will be in U.S. dollars unless otherwise expressly provided in the applicable Storage Service Agreement(s) and Transaction Confirmation Exhibit(s).

6.2 Rates charged for storage services shall be agreed to between Storage Provider and Customer pursuant to Storage Provider's FERC-approved market-based rate authority (see, e.g., 93 FERC ¶ 61,031 (2000); 80 FERC ¶ 61,250 (1997)).

7.0 **STORAGE FUEL REIMBURSEMENT.**

7.1 Customer shall reimburse Storage Provider for Storage Fuel based on nominated receipt volumes for injection into Storage Provider's Storage Facilities using the Storage Fuel retention methodology set forth in Exhibit A.

8.0 **REGULATORY REQUIREMENTS.**

8.1 Storage Provider's interstate storage service shall be in accordance with and subject to the requirements of Section 311(a)(2) of the NGPA and FERC's rules and regulations adopted pursuant thereto. Storage Provider's intrastate storage service (if any) shall be in accordance with and subject to the laws, rules and regulations of the State of Oklahoma.

8.2 Storage Provider agrees to proceed with reasonable diligence during the term of a Customer's Storage Service Agreement with the filing for and prosecution of any authorizations as may be required for the storage of the gas hereunder or the rate charged therefor. Storage Provider reserves the right to pursue any necessary regulatory filings with FERC and any other governmental or regulatory body having jurisdiction in such matter as it deems to be in its best interest, including the right to file whatever pleadings and motions it deems desirable. In the event Storage

Provider has obtained such necessary regulatory authorization, but the terms and conditions are significantly different than those terms originally filed with the regulatory agency, or in the event FERC rejects or modifies this Statement of Operating Conditions, as it may be amended by Storage Provider from time to time, Storage Provider shall pursue other reasonable options to continue providing the storage service or, at Storage Provider's option, terminate the service.

9.0 **PRESSURES.**

9.1 Storage Provider shall not be obligated to receive gas hereunder at pressures exceeding the maximum allowable operating pressures prescribed under any applicable governmental regulations.

10.0 **BILLING, ACCOUNTING, TAXES, AND REPORTS.**

10.1 On or about the tenth (10th) Working Day of each Month after delivery of Gas has commenced under Customer's Storage Service Agreement, Storage Provider shall render to Customer a statement for the preceding Month setting forth the total quantity of Gas, and the Btu content thereof, at the Point(s) of Receipt and Point(s) of Withdrawal which was received and delivered, respectively, the amount due Storage Provider by Customer for the storage services performed hereunder and such other information sufficient to explain and support any adjustments made by Storage Provider in determining the amount billed.

10.2 Customer shall pay Storage Provider the amount due on the later of the twenty-fifth (25th) Day of the Month following the Month of production or (i) ten (10) Days after the date of the invoice described in Section 8.1; or (ii) ten (10) Days after the date of any other invoice Storage Provider renders. In the event Customer fails to timely pay Storage Provider according to this Section, Storage Provider may assess and Customer shall pay an interest charge equal to one and one-half percent (1.5%) per Month on the unpaid balance. Further, in the event Customer fails to timely pay Storage Provider according to this Section, Storage Provider may, in its Discretion,

suspend all storage services pursuant to Section 10.6. To the extent Customer has any outstanding unpaid invoices, any payments received by Storage Provider will be first applied to such invoices.

- 10.3 Under Firm Storage Service Agreements for which demand charges are applicable, Storage Provider will submit an invoice to Customer for demand charges during the month preceding the month to which such demand charges apply. Payment of such invoices shall be due on the latter of (i) the 25th day of the month in which such invoice is received or (ii) ten (10) Working Days after the receipt of the invoice (the “Demand Payment Date”). Customer shall pay the full amount of the demand charges set forth on the invoice on or before the Demand Payment Date. In the event that Customer does not make timely payment of demand charges on or before the Demand Payment Date as required by this Section 10.3, Storage Provider may exercise all of its rights available at law and pursuant to the Storage Service Agreement. In the event Customer fails to timely pay Storage Provider according to this Section, Storage Provider will assess and Customer shall pay an interest charge equal to one and one-half percent (1.5%) per Month on the unpaid balance. Further, in the event Customer fails to timely pay Storage Provider according to this Section, Storage Provider may, in its Discretion, suspend all Gas storage services pursuant to Section 10.6.
- 10.4 Customer and Storage Provider shall have the right at any and all reasonable times to examine the books and records of the other Party to the extent necessary to verify the accuracy of any statement, charge, computation or demand made under or pursuant to a Storage Service Agreement, including the Statement of Operating Conditions. The Parties agree to schedule such audits in advance and at mutually agreeable times. Within thirty (30) Days following any such audit, the auditing Party shall notify the audited Party of the results of such audit and specifically, whether the accuracy of any statement, charge, computation or demand will be challenged. Such books and records shall be kept for not less than two (2) years following the month the charge was billed or the credit issued (“Exception Period”). All charges and credits shall be conclusively deemed to be correct and accurate

unless written exception is taken to specific charges or credits within the Exception Period. All charges and credits beyond the Exception Period and not subject to written exception are considered final and not subject to review or adjustment with regard to any such statement, charge, computation or demand made under or pursuant to a Contract, including the Statement of Operating Conditions. In the event the examination of either Party's records requires disclosure of confidential third party agreements, the auditing Party shall use the services of an independent third party auditor who shall be required to keep the terms of such third party agreements confidential and shall disclose confidential information only to the extent necessary to render the audit. Any requested disclosure of confidential information to the auditing Party must be submitted to the audited Party for approval. The cost of any independent third party auditor shall be borne by the auditing Party.

- 10.5 Customer agrees to reimburse Storage Provider for all taxes that may be levied upon and/or paid by Storage Provider, including taxes assessed by counties, with respect to Customer's storage inventory and storage services rendered on Customer's behalf hereunder.
- 10.6 If Customer in good faith disputes any amount billed hereunder, Customer shall not be required to pay interest in accordance with Section 10.2 on any such amount that is ultimately determined to be in error; provided, however, interest shall be due if such amount billed is found not to be in error. Customer shall pay when due the full amount of the invoice, including the amount in dispute, and Storage Provider shall refund with interest any disputed amount that ultimately is determined to be in error. If Customer fails to pay any amount due hereunder, Storage Provider may, in addition to exercising any other rights it may have under the Contract, under the Statement of Operating Conditions, at law, or in equity, suspend service, including deliveries of Gas, subject to Storage Provider providing forty-eight (48) hours written notice of such intention to suspend. In the event Storage Provider pursues collection on late payment, Customer shall be liable for any and all expenses and costs, including court costs and reasonable attorney fees, incurred as a result of

such failure to timely pay.

- 10.7 Storage Provider may set off any amount owed by Storage Provider to Customer under any Contract(s) against the amount owed by Storage Provider or any affiliate of Storage Provider under any Contract(s) and any other agreements.
- 10.8 Nothing herein contained shall be construed to deny any Customer any rights which it may have under the FERC rules and regulations, including the right to participate fully in rate proceedings by intervention in whole or part; provided, however, that such rights may be expressly waived by Customer in writing. In addition to the rates above, Customer shall pay in advance all applicable state and federal filing, reporting, and application fees incurred by Storage Provider for providing storage and storage-related services.
- 10.9 If any governmental authority promulgates any law on or after the date a Storage Service Agreement is executed or on or after the date of a Transaction Confirmation that obligates Storage Provider to incur any new or additional costs and expenses associated with performing the storage services, including, but not limited to, expenses related to the emission, inventory, monitoring, reporting, or control of carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride, or other greenhouse gases, Storage Provider will provide Customer with timely notice. The notice will identify the law, summarize the costs and expenses to be incurred by Storage Provider, and identify that portion of such costs and expenses allocable to Customer's gas on a pro rata basis. Storage Provider and Customer will then attempt to agree to an amendment to the Storage Services Agreement and/or Transaction Confirmation to allow Storage Provider to recover the portion of such costs and expenses allocable to Customer's Gas on a pro rata basis. If Storage Provider and Customer are unable to agree to such an amendment within ninety (90) days of receipt of Storage Provider's notice, Storage Provider may terminate the Transaction Confirmation upon notice to Customer.

11.0 **WARRANTY AND INDEMNIFICATION.**

11.1 Each Party hereby warrants to the other that at the time of receipt or delivery of gas hereunder, it will have the right to receive or deliver, as the case may be, such gas, and that such gas shall be free and clear of all liens and adverse claims; and each Party agrees, with respect to the gas received or delivered by it, to indemnify the other Party against all suits, actions, debts, accounts, damages, costs (including reasonable attorney fees), losses and expenses arising from or out of any adverse claim of any and all persons to or against said gas while that Party has responsibility for the gas.

12.0 **GOVERNMENT REGULATIONS.**

12.1 All of the provisions of any Storage Service Agreement are hereby expressly made subject to all present and future applicable federal or state laws, and present and future applicable orders, rules and regulations of governmental authorities having jurisdiction. Except as otherwise provided herein, in the event any provision of a Storage Service Agreement or of these General Terms and Conditions is found to be inconsistent with or contrary to any law, order, rule or regulation, such law, order, rule or regulation shall be deemed to control, and the Storage Service Agreement or these General Terms and Conditions, to the extent possible, shall be regarded as modified accordingly and as so modified shall continue in full force and effect.

12.2 Any Storage Service Agreement will be entered into by Storage Provider in the good faith understanding that all acts, obligations, and services performed or to be performed by Storage Provider thereunder, and the charges assessed, are exempt from the regulation of FERC or any successor federal governmental authority, except as presently provided by Section 311(a)(2) of the NGPA and FERC's relevant regulations thereunder. Storage Provider reserves the right to terminate the Storage Service Agreement immediately if, in the opinion of counsel for Storage Provider, any act shall occur or be seriously threatened to occur which is in any way inconsistent with such understanding.

12.3 Equal Employment Opportunity. Storage Provider and Customer agree to comply with any and all applicable executive orders and acts pertaining to equal opportunity employment.

13.0 **FORCE MAJEURE.**

13.1 In the event either Customer or Storage Provider is rendered unable, wholly or in part, by reason of Force Majeure to carry out its obligations under the Storage Service Agreement (other than the obligation to make payment of amounts due hereunder), it is agreed that such Party shall give notice and reasonable full particulars of such Force Majeure by electronic mail, facsimile transmission or in writing to the other Party within a reasonable time after the occurrence of the cause relied on, and the obligations of the Party giving such notice, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

13.2 The obligations of Customer and Storage Provider shall also be suspended during the continuance of any Force Majeure situation to the extent Force Majeure conditions on Storage Provider's transmission system prevent the injection or withdrawal of gas for Customer's account.

13.3 The term, "Force Majeure," as employed herein shall mean acts of God; strikes, lockouts, or other industrial disturbances; conditions arising from a change in governmental laws, orders, rules, or regulations; acts of public enemy; wars; blockages; insurrections; riots; acts of sabotage or terrorism; epidemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of governments and people; civil disturbances; explosions; breakage or accident to machinery or lines of pipe; the necessity for making repairs, tests, alterations, or performing maintenance to machinery or lines of pipe; freezing of wells or lines of pipe; partial or entire failure of wells or treating facilities; and any other causes,

whether of the kind herein enumerated or otherwise, not within the control of the Party claiming suspension, and which by the exercise of due diligence, such Party is unable to prevent or overcome. Such term shall likewise include: (a) those instances where either Storage Provider or Customer is required to obtain servitudes, rights-of-way, grants, permits or licenses to enable such Party to fulfill its obligations under the Contract; the inability of such Party to acquire or the delays on the part of such Party in acquiring, at reasonable costs, and after the exercise of reasonable diligence, such servitudes, rights-of-way, grants, permits, or licenses, and (b) those instances where either Storage Provider or Customer is required to furnish materials and supplies for the purpose of constructing or maintaining facilities or is required to secure permits or permission from any governmental agency to enable such Party to fulfill its obligations under the Contract, the inability of such Party to acquire, or the delays on the part of such Party in acquiring, at reasonable costs, and after the exercise of reasonable diligence, such material and supplies, permits and permissions.

13.4 It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing Party when such course is inadvisable in the discretion of the Party having the difficulty.

13.5 Notwithstanding the foregoing, it is specifically understood and agreed by the Parties hereto that Force Majeure shall in no way terminate the Parties' obligations to balance those volumes of gas received and delivered hereunder.

14.0 **POSSESSION, RISK OF LOSS AND USE OF GAS.**

14.1 As between Storage Provider and Customer, Customer shall be deemed to be in exclusive control and in possession of gas prior to such gas being received by Storage Provider at the Injection Point(s) and responsible for any damages, losses or

injuries caused thereby, except for injuries or damages which shall be occasioned solely and proximately by the negligent acts or omissions of Storage Provider. After Customer delivers or causes gas to be delivered to Storage Provider at the Injection Point(s), Storage Provider shall be deemed to be in exclusive control and possession of such gas, and responsible for any injuries or damages caused thereby, until it is redelivered to Customer or for the account of Customer at the Withdrawal Point(s), except injuries and damages which shall be occasioned solely and proximately by the negligent acts or omissions of Customer following such delivery. At the Withdrawal Point(s), Customer shall thereafter be deemed to be in exclusive control and possession of such gas and responsible for any injuries or damages caused thereby, except injuries and damages which shall be occasioned solely and proximately by the negligent acts or omissions of Storage Provider.

15.0 LIMITATION OF LIABILITY.

15.1 Any provision in the Storage Service Agreement to the contrary notwithstanding, in no event will Storage Provider ever be liable under the Storage Service Agreement for consequential, incidental, indirect, prospective, punitive, special, exemplary or other similar damages, including without limitation, lost profits, loss of opportunity or penalties under any obligation to a third party, whether such damages are claimed under breach of contract, breach of warranty, negligence, gross negligence, willful misconduct, strict liability or any other theory or cause of action at law or in equity.

16.0 WAIVERS AND NON-WAIVER OF FUTURE DEFAULT.

16.1 Storage Provider shall have the right to waive any one or more specific defaults by Customer of any provision of the Storage Service Agreement; provided, however, that no such waiver shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or different character. In no event will waivers be granted or denied in an unduly discriminatory manner.

17.0 CHOICE OF LAW.

17.1 To the extent that FERC either does not have jurisdiction or declines to exercise jurisdiction, the interpretation and performance under Customer's Storage Service Agreement and this Statement of Operating Conditions and these General Terms and Conditions shall be in accordance with the laws of the State of Oklahoma, excluding any conflict of law principle that might refer such interpretation and performance to the laws of another jurisdiction. With respect to any cause of action associated directly or indirectly with the terms and conditions of a Storage Service Agreement and this Statement of Operating Conditions, Customer and Storage Provider hereby agree and consent to the exclusive jurisdiction of the State of Oklahoma, and acknowledge proper venue to be in either state or federal court located in Oklahoma County, Oklahoma, and hereby waive and defenses or objections thereto; provided, however, that Storage Provider may agree to permit a court with jurisdiction to decide venue as to a specific matter or matters.

18.0 NOTICES.

18.1 Except as herein otherwise provided, any communication, notice, request, demand, statement, or bill provided for in the Storage Service Agreement which any Party may desire to give to any other Party shall be in writing and mailed by first class mail to the post office address of the Party intended to receive the same, as the case may be, at the addresses each respective Party shall designate in the Storage Service Agreement or change by subsequent formal written notice to the other. Routine communications, including monthly statements and payments, may be mailed by either certified or ordinary first class mail.

19.0 RIGHT TO TERMINATE SERVICE.

19.1 Storage Provider reserves the right to discontinue, on a non-discriminatory basis, all storage services that would subject Storage Provider to the FERC's jurisdiction under the Natural Gas Act. Storage Provider may cancel the affected Storage

Service Agreement(s) at any time on ninety (90) days prior written notice if no other reasonable options are available which will allow the continuation of such arrangements. Storage Provider shall be relieved from all obligations and liabilities upon the effective date of such notice of discontinuation and termination.

19.2 Storage Provider also reserves the right to terminate any Interruptible Service Agreement if the Customer has either not executed the respective agreement prior to the effective day of such agreement, or has failed to Nominate service under the agreement within one (1) year after execution of such agreement.

20.0 MISCELLANEOUS.

20.1 Headings and Subheadings. The headings and subheadings contained in the Storage Service Agreement are used solely for convenience and do not constitute a part of the Storage Service Agreement between the Parties thereto, nor should they be used to aid in any manner in construing the Storage Service Agreement.

20.2 Successors and Assigns. The Storage Service Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties thereto, but no assignment shall relieve any Party of its obligations thereunder unless such Party is expressly released in writing from said obligations by the Party to which it is obligated.

20.3 Entire Agreement. The Storage Service Agreement together with this Statement of Operating Conditions applicable to Storage Service shall constitute the entire agreement of the Parties hereto as to the matters contained herein, and there are no oral promises, agreement, or warranties affecting same. In the event of a conflict between Customer's Storage Service Agreement and the SOC, the terms of this SOC shall control.

20.4 Confidentiality. The terms of any Storage Service Agreement shall be kept confidential by the Parties except to the extent that any information must be

disclosed to a third party required by law, for either Parties' financial reporting needs, or for the purpose of effectuating the Storage Service Agreement.

EXHIBIT “A”

RATE SUMMARY FOR NGPA SECTION 311 STORAGE SERVICES

In accordance with Section 284.123(e) of FERC’s regulations, as revised by Order No. 714, Enable Oklahoma Intrastate Transmission, LLC (hereinafter “Storage Provider”) hereby provides the following rate summary:

The rates charged for storage services, shall be agreed to between Storage Provider and Customer pursuant to Storage Provider’s market-based rate authority approved by FERC’s October 11, 2000 Order in Docket No. PR00-16-000 (93 FERC ¶ 61,031 (2000)) and August 29, 1997 Order in Docket No. PR97-8-000 (80 FERC 61,250 (1997)).

Customers taking Firm NGPA Section 311 Service shall reimburse Storage Provider for Storage Fuel based on the Storage Fuel percentage specified in Storage Provider’s most recent annual Request For Bids (“RFB”) posting. The Storage Fuel percentage included in Storage Provider’s annual RFB posting shall apply to all contracts executed prior to the posting on the next annual RFB. Customers taking Interruptible Storage Service, including Interruptible Park Service and Interruptible Loan Service, shall not be assessed a charge for Storage Fuel.