

Table of Contents

Third Revised Sheet No. 0	4
Original Sheet No. 1	5
Third Revised Sheet No. 2	6
Original Sheet No. 3	7
Second Revised Sheet No. 4	8
Third Revised Sheet No. 5	9
Original Sheet Nos. 6-9	10
First Revised Sheet No. 10	11
First Revised Sheet No. 11	12
Second Revised Sheet No. 12	13
Original Sheet No. 12A	14
Second Revised Sheet No. 13	15
First Revised Sheet No. 14	16
Second Revised Sheet No. 15	17
Second Revised Sheet No. 16	18
Second Revised Sheet No. 17	19
First Revised Sheet No. 18	20
First Revised Sheet No. 18A	22
Third Revised Sheet No. 19	23
First Revised Sheet No. 20	24
Second Revised Sheet No. 21	25
First Revised Sheet No. 21A	26
First Revised Sheet No. 21B	27
Second Revised Sheet No. 22	28
Original Sheet No. 22A	29
Second Revised Sheet No. 23	30
Second Revised Sheet No. 24	31
Second Revised Sheet No. 25	32
Second Revised Sheet No. 26	33
Original Sheet Nos. 27-29	34
Original Sheet No. 30	35
Third Revised Sheet No. 31	36
Third Revised Sheet No. 32	37
Second Revised Sheet No. 33	38
Original Sheet Nos. 34-69	39
First Revised Sheet No. 70	40
Original Sheet No. 71	41
Third Revised Sheet No. 72	42
Second Revised Sheet No. 73	43
Second Revised Sheet No. 74	44
Second Revised Sheet No. 75	45
Substitute Original Sheet No. 75A	46
Original Sheet No. 75B	47
Second Revised Sheet No. 76	48
Original Sheet No. 77	49

First Revised Sheet No. 78	50
First Revised Sheet No. 79	51
Third Revised Sheet No. 80	52
First Revised Sheet No. 81	53
Second Revised Sheet No. 82	54
First Revised Sheet No. 83	55
First Revised Sheet No. 84	56
Original Sheet No. 85	57
Original Sheet No. 86	58
Original Sheet No. 87	59
Original Sheet No. 88	60
Original Sheet No. 89	61
Original Sheet No. 90	62
Original Sheet No. 91	63
Original Sheet No. 92	64
Original Sheet No. 93	65
Original Sheet No. 94	66
Original Sheet No. 95	67
Original Sheet No. 96	68
Original Sheet No. 97	69
Substitute Third Revised Sheet No. 98	70
Second Revised Sheet No. 99	71
Original Sheet No. 100	72
Original Sheet No. 101	73
Original Sheet No. 102	74
Original Sheet No. 102A	75
Original Sheet No. 102B	76
Seventh Revised Sheet No. 103	77
Substitute Third Revised Sheet No. 103A	78
Third Revised Sheet No. 104	79
Substitute Original Sheet No. 105	80
First Revised Sheet No. 106	81
First Revised Sheet No. 107	82
Substitute Original Sheet No. 108	83
Original Sheet Nos. 109-119	84
First Revised Sheet No. 120	85
Original Sheet No. 121	86
Third Revised Sheet No. 122	87
Original Sheet Nos. 123-129	88
Original Sheet No. 130	89
Original Sheet No. 131	90
First Revised Sheet No. 132	91
Original Sheet No. 133	92
Third Revised Sheet No. 134	93
Original Sheet No. 135	94
Original Sheet No. 136	95

Original Sheet No. 137	96
First Revised Sheet No. 138	97
First Revised Sheet No. 139	98
Second Revised Sheet No. 140	99

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FERC GAS TARIFF

Original Volume No. 1

of

CENTRAL NEW YORK OIL AND GAS COMPANY, LLC

Filed With The

Federal Energy Regulatory Commission

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TABLE OF CONTENTS

Original Volume No. 1	Sheet No.
TABLE OF CONTENTS	1
PRELIMINARY STATEMENT	2
SYSTEM MAP	3
CURRENTLY EFFECTIVE RATES	4
RATE SCHEDULE FSS	10
RATE SCHEDULE ISS	30
GENERAL TERMS AND CONDITIONS	70
SERVICE REQUEST FORM	120
FORM OF FSS SERVICE AGREEMENT	130
FORM OF ISS SERVICE AGREEMENT	136

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PRELIMINARY STATEMENT

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

This Original Volume No. 1 of the FERC Gas Tariff of CNYOG contains the Rates and Charges, Rate Schedules, Forms of Service Agreements and the General Terms and Conditions applicable to Storage Service performed by CYNOG pursuant to the FSS and ISS Rate Schedules.

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SYSTEM MAP

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CURRENTLY EFFECTIVE RATES

FIRM STORAGE SERVICE (FSS)*

	RATE	UNITS
Capacity Reservation Rate	Market Based/ Negotiable	\$/dth
South Lateral Reservation Rate	Market Based/ Negotiable	\$/dth
Injection Rate	Market Based/ Negotiable	\$/dth
Overrun Injection Rate	Market Based/ Negotiable	\$/dth
Withdrawal Rate	Market Based/ Negotiable	\$/dth
Overrun Withdrawal Rate	Market Based/ Negotiable	\$/dth
Base Gas Rate	Market Based/ Negotiable	\$/dth

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

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CURRENTLY EFFECTIVE RATES (Cont.)

INTERRUPTIBLE STORAGE SERVICE (ISS)*

	RATE	UNITS
Interruptible Storage Rate	Market Based/ Negotiable	\$/dth-day
South Lateral Charge	Market Based/ Negotiable	\$/dth-day

ELECTRIC POWER AND USE/LOSS - FSS AND ISS

	RATE	UNITS
Seller's Injection Use	Actual Incurred (see below)	\$/dth and %
Seller's Withdrawal Use	Actual Incurred (see below)	\$/dth and %

Seller will bill Customer each Month for Seller's Injection Use (i) for electric power used in Seller's operations at the rate of \$0.05 per dekatherm of the gas nominated for injection on Customer's behalf during the preceding Month, and (ii) for Gas lost or unaccounted for in Seller's operations at the rate of one quarter of one percent (0.25%) of the Gas nominated for injection on Customer's behalf in the preceding Month. There will be no Seller's Withdrawal Use assessed against withdrawals nominated on Customer's behalf.

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

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SHEET NOS. 6-9 RESERVED FOR FUTURE USE

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RATE SCHEDULE FSS
FIRM STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Customer") for the purchase of natural gas storage service from Central New York Oil And Gas Company, LLC (hereinafter referred to as "Seller"), when:

- (a) Seller has determined that it has sufficient available and uncommitted storage capacity or capacity released in accordance with Section 7 of this Rate Schedule FSS to perform service requested by Customer (Seller is not required to provide any requested services for which it does not have such available capacity, or that would require Seller to construct or acquire new facilities); and
- (b) Customer and Seller have executed a Service Agreement under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

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

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

- (a) The receipt of Gas on behalf of Customer at the Point of Injection/Withdrawal at daily quantities up to the Maximum Daily Injection Quantity plus Seller's Injection Use;
- (b) The Storage of Gas in quantities not to exceed the Maximum Storage Quantity, except as provided for in Section 6 of this Rate Schedule; and
- (c) The Tender for redelivery by Seller to or for the account of Customer at the Point of Injection/Withdrawal at a quantity not to exceed Customer's Working Storage Gas at daily quantities up to the Maximum Daily Withdrawal Quantity reduced by Seller's Withdrawal Use.

(d) The injection of Gas by Seller in excess of Customer's Maximum Daily Injection Quantity or the withdrawal of Gas by Seller in excess of Customer's Maximum Daily Withdrawal Quantity, in accordance with Section 6 of this Rate Schedule FSS, not to exceed Customer's Maximum Storage Quantity, to the extent that additional flexibility exists during the time covered by Customer's request and subject to the priorities of service in Sections 10.1(c) and 10.3 of the General Terms and Conditions.

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RATE SCHEDULE FSS (continued)

- (e) Firm Storage Service under this Rate Schedule shall be firm up to the Maximum Storage Quantity, the Maximum Daily Injection Quantity and the Maximum Daily Withdrawal Quantity. The Maximum Storage Quantity, the Maximum Daily Injection Quantity and the Maximum Daily Withdrawal Quantity shall be specified in the executed Service Agreement. Notwithstanding the foregoing, Customer shall be permitted to inject or withdraw Gas on a commercially reasonable efforts basis, pursuant to Section 6 of this Rate Schedule FSS.

- (f) Base Gas. Customer may elect by giving Seller written notice no later than six (6) Months prior to the commencement of the Storage Contract Term to provide a volume of Gas for use by Seller as Base Gas equal to Customer's Base Gas Quantity. Customer's Base Gas Quantity shall be delivered hereunder at daily rates and times within the ability of Customer to Tender for delivery and the ability of Seller to receive and store. Customer and Seller shall use their commercially reasonable efforts to schedule the delivery of Customer's Base Gas Quantity at relatively uniform daily delivery rates prior to the commencement of the Storage Contract Term, with such variations as may be mutually agreed upon; provided however, all of Customer's Base Gas Quantity must have been Tendered for delivery by Customer not later than December 15th of the first year during the Storage Contract Term and Seller will use its commercially reasonable efforts to accept such Tendered Base Gas volumes on behalf of Customer. In the event Customer fails to Tender its Customer's Base Gas Quantity by December 15th, of the first Storage Contract Year, Customer's Working Storage Gas shall be reduced by a sufficient volume so that the volume of the reduction when added to the volume of Customer's Base Gas Quantity actually delivered will equal Customer's Base Gas Quantity, provided that if after such reduction, the volume of Customer's Base Gas Quantity delivered is less than Customer's Base Gas Quantity, Seller's obligation to receive or redeliver Customer's Working Storage Gas shall terminate until Customer has Tendered to Seller all of Customer's Base Gas Quantity.

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

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RATE SCHEDULE FSS (continued)

nominated for redelivery. In addition, if Customer's Maximum Daily Withdrawal Quantity is insufficient to allow total withdrawal of its Base Gas Quantity within the 30 day period, that period will be extended by the number of days necessary for Customer's Maximum Daily Withdrawal Quantity to achieve total withdrawal of the volumes. Customer may mortgage, pledge or assign its interest in Customer's Base Gas Quantity delivered hereunder and redelivery will be made in accordance with notification(s) reasonably satisfactory to Seller of any such mortgages, pledges or assignments by Customer

and/or

successors in interest to Customer, but in no event

shall

redelivery be made earlier than as specified

hereinabove.

(g) South Lateral Quantity. A Customer that selects

the

TGP Interconnect as a Point of Injection/Withdrawal

under

its FSS Service Agreement shall designate a quantity,

not

to exceed its Maximum Daily Withdrawal Quantity, that shall represent firm capacity on the South Lateral that is a component of its FSS Service ("South Lateral Quantity") for which Customer shall pay the South

Lateral

Reservation Rate. A Customer may add the TGP Interconnect as a Point of Injection/Withdrawal and, in so doing, shall designate a South Lateral Quantity, not to exceed its Maximum Daily Withdrawal Quantity, for which it shall pay the South Lateral Reservation Rate.

3. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Original Volume No.

1

FERC Gas Tariff are applicable to this Rate Schedule, and are specifically incorporated herein by reference.

4. RATES AND CHARGES

The amounts which shall be paid by Customer to Seller for

each

Month during the period of service hereunder shall include

the

sum of the charges due under the subsections of this Section

4

and charges under Section 5 that are applicable to Customer for such Month, computed by use of the applicable rates set forth in this Rate Schedule FSS and in the Customer's Service Agreement which are effective during such Month or portions thereof. Customer's Service Agreement will reflect the negotiated rates and may or may not include each of the billing components set forth below.

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RATE SCHEDULE FSS (continued)

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

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

(a) Reservation Charges:

- paid
- (1) The FSS Capacity Reservation Rate shall be each Month for each Dekatherm of Customer's Maximum Storage Quantity.
 - (2) The South Lateral Reservation Rate shall be paid each Month for each Dekatherm of Customer's South Lateral Quantity.

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RATE SCHEDULE FSS (continued)

- (2) If, due to Seller's scheduling of necessary maintenance of pipeline facilities, events of Force Majeure, necessary maintenance of compression facilities and/or facility outages for tie-in of new facilities, Seller fails to Tender for redelivery or accept for storage injection at the Point of Injection/Withdrawal for the account of Customer during any Gas Day the quantity of Gas that Customer has so nominated for such Gas Day up to a Customer's Maximum Daily Injection Quantity or Maximum Daily Withdrawal Quantity, as applicable, then subject to the provisions of the General Terms and Conditions, Customer's Monthly bill shall be reduced by an amount equal to the product

of

- (i):
 $(A \times B) / C$

Where:

A = Maximum Storage Quantity
B = Capacity Reservation Rate
C = The Number of Days in the Month

and

- (ii): the difference between such quantity of Gas nominated for injection or withdrawal up to the Maximum Daily Injection Quantity or Maximum Daily Withdrawal Quantity, as applicable, and the applicable quantity actually injected or withdrawn by Seller for the account of Customer during such Gas Day. Such reductions of Seller's Reservation

Charges

shall not be applicable if Seller and Customer agree upon and place into effect the makeup of such injection deficiency

or

withdrawal deficiency under mutually acceptable terms.

If Customer's FSS Service Agreement includes a South Lateral Quantity, a like adjustment to the one described above shall be made to Customer's bill to reflect reduction of the amount due for the South Lateral Reservation Rate.

- (b) Commodity Charge: The Injection/Withdrawal Rate shall be paid each Month for each Dekatherm of Gas which Customer delivers or causes to be delivered

at

the Point of Injection/Withdrawal during the Month.

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4.2 **Overrun Service Charge:** An Overrun Charge shall be paid for each Dekatherm of service provided on behalf of Customer pursuant to Section 6 of this Rate Schedule. As set forth in the Customer's Agreement, the Overrun Service Charge shall consist of the Overrun Injection Rate for each Dekatherm of Gas the Customer delivers or causes to be delivered at the Point of Injection/Withdrawal in excess of the Customer's Maximum Daily Injection Quantity and the Overrun Withdrawal Rate for each Dekatherm of Gas which is delivered to or for the account of the Customer in excess of the Customer's Maximum Daily Withdrawal Quantity.

4.3 **Seller's Use Charge:** Seller will bill Customer each Month for Seller's Injection Use (i) for electric power used in Seller's operations at the rate of \$0.05 per dekatherm of the gas nominated for injection on Customer's behalf during the preceding Month, and (ii) for Gas lost or unaccounted for in Seller's operations at the rate of one quarter of one percent (0.25%) of the Gas nominated for injection on Customer's behalf in the preceding Month. There will be no Seller's Withdrawal Use assessed against withdrawals nominated on Customer's behalf.

4.4 **Base Gas Charge:**

(a) Each Customer under Rate Schedule FSS who does not elect to furnish Base Gas shall pay the Base Gas Charge each Month for each Dekatherm of Customer's Maximum Storage Quantity;

(b) Customer, however, shall have the option, exercisable from time to time by giving Seller at least 30 days prior notice after storage operations commence, to provide all or a portion of Customer's Base Gas Quantity, by means of purchase thereof in place from Seller;

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RATE SCHEDULE FSS (continued)

- (c) The amount to be paid for Customer's Base Gas Quantity to be purchased in place from Seller shall be determined by multiplying Customer's Base Gas Quantity by the higher of (i) Seller's average net book cost per dth for injected Base Gas, or (ii) the first of the month price index for Dominion Transmission - Appalachia as published in Inside FERC's Gas Market Report for the month in which Seller receives such notice from Customer (or other mutually agreed upon publication in the event that Inside FERC discontinues publishing such quotes);
- (d) Customer shall pay Seller for purchase of the amount due for Customer's Base Gas Quantity within 30 days of the receipt of Seller's invoice therefor; and
- (e) Effective on the first Gas Day of the Month after payment of the amount invoiced for Customer's Base Gas Quantity, Seller shall cease charging the FSS Base Gas Charge to Customer, on the portion of Customer's Base Gas Quantity purchased by Customer.

5. ADDITIONAL CHARGES

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

6. STORAGE OVERRUN SERVICE

- 6.1 Customer may request Seller to inject quantities greater than Customer's Maximum Daily Injection Quantity. If Seller has injection capacity available, Seller shall inject such quantities and Customer shall pay Seller for such injections at the Overrun Injection Rate set forth in Customer's Agreement.
- 6.2 Customer may request Seller to withdraw quantities greater than Customer's Maximum Daily Withdrawal Quantity. If Seller has withdrawal capacity available, Seller shall withdraw such quantities and Customer shall pay Seller for such withdrawals at the Overrun Withdrawal Rate set forth in Customer's Agreement.

6.3 Customer may not inject gas into storage pursuant to this rate schedule if the quantity of Customer's Gas in storage equals Customer's Maximum Storage Quantity.

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RATE SCHEDULE FSS (continued)

- 6.4 Customer may not withdraw Gas from storage in excess of the quantity of Customer's Working Storage Gas that is actually in storage at any given time.
- 6.5 Seller shall have the right to interrupt all or part of the overrun quantity nominated as the operation of its storage facilities may require pursuant to Section 4 of the General Terms and Conditions of this FERC Gas Tariff in which event Seller shall notify Customer.

7. CAPACITY RELEASE

Any Customer or Replacement Customer under Rate Schedule FSS shall be entitled to release all or a portion of its capacity to Seller for resale. Additionally, Customer or Replacement Customer may release its capacity on a volumetric basis.

Any Customer or Replacement Customer releasing capacity will be designated as a Releasing Customer. Any person purchasing released capacity shall be designated as a Replacement Customer. Any Customer or Replacement Customer that wants to release capacity must notify Seller that it wants to release capacity and the terms and conditions of such release.

7.1 PROCEDURE FOR MAKING OFFER TO RELEASE.

- (a) Releasing Customer shall communicate its release notice through Seller's Internet website. The Releasing Customer shall submit the following information, objectively stated and applicable to all potential Customers on a non-discriminatory basis:

- (1) the pricing provisions of the offer to release; any maximum/minimum rates specified by the Releasing Customer should include the tariff reservation rate and all demand surcharges as a total number or as stated separately;

(2) the specific quantity to be released in dth expressed as a numeric quantity only; the basis for released quantity should be per Day for storage injection or storage withdrawal, and a per-release quantity for storage capacity and total release period quantity (Releasing Customer in establishing terms for capacity release may release quantities up to the Maximum Daily Injection Quantity, Maximum Daily Withdrawal Quantity, and Maximum Storage Quantity set forth in Releasing Customer's Service Agreement);

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RATE SCHEDULE FSS (continued)

- (3) the duration of release or term including any right to recall;
 - (4) the terms and conditions of any recall rights;
 - (5) whether the release is on a permanent or temporary basis;
 - (6) the length of time the offer to release should be posted for bidding on Seller's Internet website;
 - (7) whether there are any reput rights;
 - (8) any other conditions or contingencies of the offer to release, including nondiscriminatory provisions necessary to evaluate bids; and the tie breaking criteria, provided, however, that bid evaluations will be limited to highest rate, net revenue and present value;
 - (9) the legal name of the Replacement Customer that is designated in any Pre-Arranged Release ("Designated Replacement Customer");
 - (10) the bid evaluation method; and
 - (11) for volumetric releases, any minimum volumetric commitment.
- (b) Seller's creditworthiness standards shall apply to any potential Replacement Customer and Releasing Customer shall not establish its own creditworthiness standards for bidding customer.

(c) Releasing Customer may withdraw any existing offer to release, if a valid and acceptable bid has not been received. Releasing Customer shall be subject to the provisions of Section 8 of this Rate Schedule prior to the commencement of the Agreement with Replacement Customer. Releasing Customer has

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RATE SCHEDULE FSS (continued)

the right to withdraw its offer to release during the bid period via the Seller's Internet website or EDM, where unanticipated circumstances justify such withdrawal and no minimum bid has been made. Releasing Customer shall have the option to accept contingent bids which extend beyond the close of the bidding period. Releasing Customer cannot extend the original bid period or the pre-arranged deal Matching Period without posting a new release. Re-release of Released Capacity shall be allowed on the same terms and basis as the primary release (except for volumetric releases that may not be re-released).

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

For biddable releases (less than 1 year):

- offers should be tendered by 12:00 p.m. on a Business Day;
- open season ends no later than 1:00 p.m. on a Business Day (evaluation period begins at 1:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken);
- evaluation period ends and award posting if no match required at 2:00 p.m.;
- match or award is communicated by 2:00 p.m.;
- match response by 2:30 p.m.;
- where match required, award posting by 3:00 p.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

For biddable releases (1 year or more):

- offers should be tendered by 12:00 p.m. four Business Days before award;
- open season ends no later than 1:00 p.m. on the Business Day before timely nominations are due (open season is three Business Days);
- evaluation period begins at 1:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken;
- evaluation period ends and award posting if no match required at 2:00 p.m.;
- match or award is communicated by 2:00 p.m.;

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RATE SCHEDULE FSS (continued)

- match response by 2:30 p.m.;
- where match required, award posting by 3:00 p.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

For non-biddable releases:

Timely Cycle

- posting of prearranged deals not subject to bid are due by 10:30 a.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

Evening Cycle

- posting of prearranged deals not subject to bid are due by 5:00 p.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

Intraday 1 Cycle

- posting of prearranged deals not subject to bid are due by 9:00 a.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

Intraday 2 Cycle

- posting of prearranged deals not subject to bid are due by 4:00 p.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

Third Revised Sheet No. 19 Third Revised Sheet No. 19 : Effective
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RATE SCHEDULE FSS (continued)

(e) COMPETITIVE BIDDING PROCEDURE.

Bids may be submitted by potential Replacement Customers via Seller's Internet website during the posting period. Seller shall post the terms of each complete bid, but will not post the identity of the bidder. Posted bids will be accessible via EDM. Seller will also require the potential Replacement Shipper to provide all information set forth in Section 2 of the General Terms and Conditions of this FERC Gas Tariff. Upon expiration of the offer, Seller shall remove such offer of release from its Internet website.

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

(f) PRE-ARRANGED RELEASE

i) Releasing Customer shall have the right to release capacity to a Pre-Arranged Replacement Customer without posting an offer on Seller's Internet website if: (1) the Replacement Customer confirms via Seller's Internet website the terms and conditions of the Pre-Arranged Release; and (2) the release is for less than 31 Days. If Releasing Customer exercises such right, it must notify Seller prior to the nomination of the released entitlements, and the Replacement Customer shall adhere to the contracting requirements. The Replacement Customer shall meet any eligibility requirements under this Section 7. For capacity release not subject to posting and bidding, Replacement Customer shall have the right to submit Nominations to Seller at the next scheduled opportunity pursuant to Section 4 of the General Terms and Conditions of Seller's FERC Gas Tariff following notification to Seller of such prearranged capacity release and Seller will tender to Replacement Customer within one hour of such notification a contract with contract number regarding such capacity release.

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Superseding: Original Sheet No. 20

RATE SCHEDULE FSS (continued)

(ii) Matching Rights. A Pre-Arranged Replacement Customer shall have the right of first refusal for a time period as negotiated by the Releasing Customer and the Pre-Arranged Replacement Customer ("Matching Period"). If no Matching Period has been negotiated, the Matching Period will be deemed to be one (1) hour following the time the Pre-Arranged Replacement Customer has been notified of the winning bid. In the event a bid is received that more closely meets the criteria specified by the Releasing Customer, Seller shall provide the Pre-Arranged Replacement Customer an opportunity during the Matching Period to match or exceed the bid that more closely meets the criteria specified by the Releasing Customer. The Pre-Arranged Replacement Customer shall receive notification on Seller's Internet website no later than the applicable time pursuant to the Capacity Release Timeline of the terms and conditions of the prevailing bid and shall have the Matching Period to respond via Seller's Internet website. The Replacement Customer shall post on Seller's Internet website its match response no later than the applicable time pursuant to the Capacity Release Timeline. Absent a response, the capacity shall be awarded to the prevailing bidder no later than the applicable time pursuant to the Capacity Release Timeline.

(g) Released Capacity will be awarded no later than the applicable time pursuant to the Capacity Release Timeline. The capacity will be awarded to the Replacement Customer which otherwise satisfies the requirements of this FERC Gas Tariff and also meets all of the conditions of the offer to release capacity. In the case of multiple bid winners, the highest ranking bid will receive the entire maximum amount of capacity bid. The next highest ranking bidder will receive the remainder of the offered capacity provided that the amount remaining is above the bidder's minimum acceptable quantity. Any remaining capacity will be awarded to the next highest bidder under the same provisions as above. This process will repeat until either all of the offered capacity is awarded or the remaining capacity falls below either the Releasing Customer's minimum quantity or all of the remaining bidder's acceptable quantities. Seller shall not be required to contract with parties submitting bids that do not meet the conditions of the offer to release capacity, however, subject to approval of Releasing Customer, Seller may accept bids offering a price or term less than that

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set forth in the release. Bids will be evaluated by the criteria provided by the Releasing Customer. If no criteria are provided by the Releasing Customer, bids will be accepted in the order of priority based upon the highest economic value offered by the competing bids as defined in Section 10 of the General Terms and Conditions of this FERC Gas Tariff. The ultimate awarding of the capacity will be posted subsequently on Seller's Internet website by the applicable time pursuant to the Capacity Release Timeline, unless bidder was a contingent bidder and the contingency did not occur. Seller will tender a numbered Agreement to the winning bidder by the applicable time pursuant to the Capacity Release Timeline, and the winning bidder shall enter into an Agreement with Seller pursuant to Section 7.4. Seller is required to meet the Capacity Release Timeline for processing capacity releases only if the Releasing Customer's best bid methodology is either: (1) highest rate, (2) highest net revenue, or (3) greatest net present value. In all cases, Replacement Customers will be subject to all requirements of this Tariff. Storage Service to the Replacement Customer may commence, prior to the posting of the winning bid, if capacity has been awarded and a contract executed.

(h) Recall/Reput Rights

(i) A Releasing Customer cannot in any way modify recall rights as specified by a previous Releasing Customer, but may specify its own recall rights, subject to any recall rights specified by a previous Releasing Customer. A potential Replacement Customer is responsible for obtaining from the Releasing Customer with whom it is negotiating for released capacity any information concerning recall rights specified by a previous Releasing Customer. A Releasing Customer specifying recall conditions shall be the only party that can exercise and administer such recall rights. In the event of any conflict, the instructions and communications of the Releasing Customer specifying the recall conditions shall govern. If the release specifies that the Releasing Customer has reput rights and the recall ends prior to the end of the release term at the end of the recall period, capacity shall revert back to the Replacement Customer, if applicable, subject to Seller's nomination procedures.

RATE SCHEDULE FSS (continued)

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

Timely Recall Notification:

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

Early Evening Recall Notification:

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

Evening Recall Notification:

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

Intraday 1 Recall Notification:

- A Releasing Shipper recalling capacity shall provide notice of such recall to the Seller and the first Replacement Shipper no later than 7:00 a.m. on the day that Intraday 1 Nominations are due;
- The Seller shall provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the day that Intraday 1 Nominations are due (Central Clock Time);

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RATE SCHEDULE FSS (continued)

Intraday 2 Recall Notification:

- A Releasing Shipper recalling capacity shall provide notice of such recall to the Seller and the first Replacement Shipper no later than 2:30 p.m. on the day that Intraday 2 Nominations are due;
- The Seller shall provide notification of such recall to all affected Replacement Shippers no later than 3:30 p.m. on the day that Intraday 2 Nominations are due (Central Clock Time).

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

Second Revised Sheet No. 22 Second Revised Sheet No. 22 : Effective
Superseding: Superseding First Revised Sheet No. 22

RATE SCHEDULE FSS (continued)

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

7.2 EXECUTION OF SERVICE AGREEMENT. Once the provisions of this Section 7 are satisfied, and as a condition precedent to receiving service pursuant to a capacity release, Replacement Customer shall execute a Service Agreement with Seller.

7.3 BILLING ADJUSTMENT. Releasing Customer shall remain fully obligated under the terms of its Service Agreement with Seller during any capacity release except for Usage Charges incurred by any Replacement Customer that has purchased capacity released by the Releasing Customer. Seller shall credit the invoice of Releasing Customer each Month for the South Lateral and Capacity charges and volumetric rates invoiced, by Seller to Replacement Customer provided, however, that such credit:

- (a) shall not include any charges billed to the Replacement Customer under Section 5 of this Rate Schedule or Rate Schedule ISS, and
- (b) shall be reduced by the amount of any marketing fee Seller is entitled to collect pursuant to Section 7.4 of this Rate Schedule.

If a Replacement Customer fails to pay all or any part of its charges under the South Lateral Reservation Rate, Capacity Reservation Rate or Base Gas Rate which have been credited to Releasing Customer within fifteen (15) days of the due date, such unpaid amount, with applicable interest accruing from the date Replacement Customer's payment was due, will be charged to the Releasing Customer's next monthly bill and will be due and payable by Releasing Customer, unless Replacement Customer in good faith shall dispute the billed charges in accordance with the provisions set forth in Section 8.2 of the General Terms and Conditions of this FERC Gas Tariff. If such failure to pay continues for thirty (30) days after payment is due, and the Replacement Customer has not disputed billings in accordance with Section 8.2 of the General Terms and Conditions of this FERC Gas Tariff, then Seller may, in addition to any other remedies it may have hereunder, terminate its Agreement with the Replacement Customer, and the Replacement Customer shall be deemed to have consented to abandonment of service under the Agreement. If the Agreement with the Replacement Customer is so terminated and service abandoned, the capacity will

RATE SCHEDULE FSS (continued)

revert to the Releasing Customer, and will be governed by the terms and conditions of its existing Service Agreement with Seller. If Releasing Customer pays delinquent amounts owed by Replacement Customer and Seller subsequently receives payment from Replacement Customer of some or all of such amounts, Seller will credit the amounts received from the Replacement Customer in Seller's next monthly bill to the Releasing Customer. Until the delinquent amounts are paid, neither Releasing Customer nor the Replacement Customer will be absolved of responsibility for paying such amount. Seller shall provide the original Releasing Customer with Internet e-mail notification reasonably proximate in time with any of the following formal notices given by the Seller to the Releasing Customer's Replacement Customer(s), of the following:

- (1) Notice to the Replacement Customer regarding the Replacement Customer's past due, deficiency, or default status pursuant to Seller's tariff;
- (2) Notice to the Replacement Customer regarding the Replacement Customer's suspension of service notice;
- (3) Notice to the Replacement Customer regarding the Replacement Customer's contract termination notice due to default or credit-related issues; and
- (4) Notice to the Replacement Customer that the Replacement Customer(s) is no longer creditworthy and has not provided credit alternative(s) pursuant to Seller's tariff.

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RATE SCHEDULE FSS (continued)

- 7.4 **MARKETING FEE.** Seller may negotiate with Releasing Customer to market all or a portion of the released capacity to potential Replacement Customers who, as a result of such marketing activity, bid for such capacity during the competitive bidding procedure. If Seller contracts with a Replacement Customer found by Seller, Seller shall be entitled to a marketing fee which will be negotiated between Seller and Releasing Customer, such marketing fee to be deducted monthly from credits due Releasing Customer with respect to each dth of capacity purchased by the Replacement Customer. Each Replacement Customer found by Seller shall submit with its bid a statement attesting to Seller's marketing efforts in connection with such Replacement Customer's decision to purchase released capacity. Such statement shall constitute conclusive evidence of Seller's proactive marketing effort entitling Seller to a marketing fee.
- 7.5 **TERM.** Any release under this Section 7 for service under Rate Schedule FSS shall be for a maximum term not longer than the remaining term of the underlying FSS Service Agreement.
- 7.6 **VOLUMETRIC RELEASE.** Customer may release capacity on a volumetric basis, provided that:
- (a) all requirements and conditions of the release be specified by the Releasing Customer in the release notice, including any minimum storage volume requirement;
 - (b) the requirements and conditions specified by Releasing Customer must meet all of the requirements and conditions of Seller's FERC Gas Tariff;
 - (c) Seller will bill the volumetric rate for release established by the volumetric release for volumes actually injected into storage by Seller for the account of Replacement Customer or the minimum storage volume requirement if actual injected volumes are less than the required minimum storage requirement; and
 - (d) Replacement Customer shall remain fully responsible for all Usage Charges incurred.

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RATE SCHEDULE FSS (continued)

- 7.7 Releases of 31 Days or Less. Capacity Releases and Pre-Arranged Releases for a period of 31 Days or less need not comply with Section 7.1. Notices of releases shall be posted on Seller's Internet website within forty-eight (48) hours after release transaction commences. Releases of a period of 31 Days or less may not roll-over, extend, or continue in any way without complying with Section 7.1, and may not be re-released to the same Replacement Customer until twenty eight (28) Days after the first release period has ended.
- 7.8 All potential Replacement Customers that desire to bid on released capacity must pre-qualify with Seller by submitting the information required in a Service Request Form and by demonstrating creditworthiness in the same manner and subject to the same standards and procedures as required for Customers under Rate Schedule FSS. Seller shall not award capacity release offers to a Replacement Customer until and unless the Replacement Customer meets the Seller's creditworthiness requirements applicable to all services that it receives from the Seller, including the service represented by the capacity release. Once the conditions of this Tariff are met and the terms and conditions specified in the Releasing Customer's offer to release are met, the Replacement Customer will then be considered as any other Customer on Seller's system. Any such Replacement Customer must comply with all provisions of Seller's FERC Gas Tariff. Prior to the commencement of service pursuant to any release request, the Replacement Customer shall submit to Seller, in accordance with Section 2.1 of the General Terms and Conditions of this FERC Gas Tariff, a check in an amount equal to the lesser of \$10,000 or the aggregate reservation charges which would be due for two Months of released service.

8. GAS IN STORAGE AFTER TERMINATION OF AGREEMENT

If a Customer that has not renewed its FSS Service Agreement, or that has released storage capacity, fails to withdraw its Working Storage Gas by the date such FSS Agreement terminates or the capacity release becomes effective, then, at Seller's option, and upon forty-eight (48) hours notice, Customer will be deemed to have agreed to the Storage of such remaining Working Storage Gas under Rate Schedule ISS or at Seller's option, Seller may retain any remaining quantities of Working Storage Gas free and clear of any adverse claims; provided however, that Seller will notify Customer in writing prior to November 1 of the

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 RATE SCHEDULE FSS (continued)

Storage Contract Term in which the term of its FSS Agreement will expire of the quantity of Working Storage Gas being held by Seller for Customer's account and the above options available to Seller in the event Customer fails to withdraw all of its Working Storage Gas by the end of said Storage Contract Term. In the event Seller is unable to withdraw Customer's properly nominated volumes, up to the Customer's Maximum Daily Withdrawal Quantity, on any Gas Day during the last year of the Storage Contract Term prior to the expiration of the Agreement, then the term of the Agreement shall be extended by the number of days Seller is unable to tender quantities of Gas for redelivery.

9. DEFINITIONS

9.1 The term "Maximum Daily Injection Quantity" shall mean the maximum quantity of Gas that Customer is entitled to inject on any Gas Day.

9.2 The term "Maximum Daily Withdrawal Quantity" shall mean the quantity calculated in accordance with the following illustrative table:

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

* Withdrawals in excess of the applicable number of consecutive days shall be considered Overrun Service pursuant to Section 6.

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Superseding: Superseding First Revised Sheet No. 26

RATE SCHEDULE FSS (continued)

- 9.3 The term "Permanent Capacity Release" shall mean the release of capacity by the Customer for the remaining term of its Service Agreement with Seller. If (i) the terms and conditions of the new Service Agreement with the Replacement Customer are at least as favorable to Seller as the Service Agreement between Seller and the Releasing Customer, and (ii) the Replacement Customer is at least as creditworthy as the Releasing Customer, Releasing Customer shall not be liable for any charges incurred by the Replacement Customer after the Permanent Capacity Release. Replacement Customer shall be subject to all terms of this FERC Gas Tariff.
- 9.4 The term "Customer's Base Gas Quantity" shall mean the quantity of gas which the Customer supplies to Seller determined by multiplying Customer's Maximum Storage Quantity by Seller's actual Base Gas to Working Storage Gas capacity ratio.
- 9.5 The term "Storage Contract Term" shall mean the term of Customer's FSS Service Agreement.
- 9.6 The term "South Lateral Quantity" shall mean the quantity of firm capacity on the South Lateral that is a component of Customer's FSS Service as described in Section 2(g).

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FERC Docket: CP00- 61-001

Original Sheet Nos. 27-29 Original Sheet Nos. 27-29 : Effective

SHEET NOS. 27-29 RESERVED FOR FUTURE USE

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Original Sheet No. 30 Original Sheet No. 30 : Effective

RATE SCHEDULE ISS
INTERRUPTIBLE STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Customer") for the purchase of natural gas storage service from Central New York Oil And Gas Company, LLC (hereinafter referred to as "Seller"), when Customer and Seller have executed a Service Agreement under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

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

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

(a) The receipt of Gas on behalf of Customer at the Point of Injection/Withdrawal up to the Maximum Storage Quantity plus Seller's Injection Use at daily quantities up to the Maximum Daily Injection Quantity plus Seller's Injection Use;

(b) The Storage of Gas in quantities not to exceed the Maximum Storage Quantity; and

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

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

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

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RATE SCHEDULE ISS (continued)

3. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Original Volume No. 1 FERC Gas Tariff are applicable to this Rate Schedule and are specifically incorporated herein by reference.

4. RATES AND CHARGES

The amounts which shall be paid by Customer to Seller for each Month during the period of service hereunder shall include the sum of the amounts due under the subsections of this Section 4 and charges under Section 5 that are applicable to Customer for such Month, computed by use of the applicable rates set forth on in the Customer's ISS Service Agreement which are effective during such Month or portions thereof. Each total rate computed for a specific transaction shall be rounded to the nearest one tenth of a cent.

4.1 Interruptible Service Charge: An Interruptible Storage Charge shall be paid for each Day calculated as the Interruptible Storage Rate times the maximum volume in Dekatherms which is stored for or on behalf of Customer during the Day.

4.2 Seller's Use Charge: Seller will bill Customer each Month for Seller's Injection Use (i) for electric power used in Seller's operations at the rate of \$0.05 per dekatherm of the gas nominated for injection on Customer's behalf during the preceding Month, and (ii) for Gas lost and unaccounted for in Seller's operations at the rate of one quarter of one percent (0.25%) of the gas nominated for injection on Customer's behalf in the preceding Month. There will be no Seller's Withdrawal Use assessed against withdrawals nominated on Customer's behalf.

4.3 South Lateral Charge: For service that uses the TGP Interconnect as a Point of Injection/Withdrawal, the South Lateral Charge shall be paid for each dekatherm of gas received by Seller at the TGP Interconnect on behalf of Customer and for each dekatherm of gas delivered by Seller at the TGP Interconnect on behalf of Customer during any Month.

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Third Revised Sheet No. 32 Third Revised Sheet No. 32 : Effective
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RATE SCHEDULE ISS (continued)

4.4 Overrun Service Charge: An overrun rate shall be paid for each Dekatherm of service provided on behalf of Customer pursuant to Section 6 of this Rate Schedule. As set forth in the Customer's Agreement, the Overrun Service Charge shall consist of the Interruptible Storage Rate for each Dekatherm which is stored for or on behalf of Customer during a Day greater than the Customer's Maximum Storage Quantity.

5. ADDITIONAL CHARGES

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

5.2 Other Charges: Customer shall pay any other charges applicable to service hereunder authorized by the Commission or any successor agency having jurisdiction.

6. STORAGE OVERRUN SERVICE

Customer may request Seller to provide storage service under this Rate Schedule for quantities of gas in excess of Customer's Maximum Storage Quantity. Service requested under this section must be nominated separately as "overrun" by Customer. Seller may provide such Overrun Service on an interruptible basis if, in Seller's judgment, it can provide the service without adverse effect on Seller's operations or on Seller's ability to meet higher priority obligations. Customer shall pay the Overrun Service Charge pursuant to Section 4.3 of this Rate Schedule ISS for such overrun storage service.

7. FAILURE TO WITHDRAW

If Customer fails to withdraw all Working Storage Gas quantities held in storage by Seller for or on behalf of Customer by the end of the applicable withdrawal period set forth in Section 2 above, or by the date the ISS Agreement terminates, then Seller may retain such remaining quantities of Working Storage Gas free and clear of any adverse claims, unless such failure to withdraw was due to Seller's inability to withdraw the quantities nominated by Customer, in which event such applicable withdrawal period shall be extended by the number of days Seller is unable to tender quantities of Gas for redelivery.

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Superseding: Superseding First Revised Sheet No. 33

RATE SCHEDULE ISS (continued)

8. DEFINITIONS

- 8.1 The term "Maximum Daily Injection Quantity" shall mean the maximum quantity of Gas that Customer is entitled to inject on any Gas Day.
- 8.2 The term "Maximum Daily Withdrawal Quantity" shall mean the maximum quantity of Gas that Customer is entitled to withdraw on any Gas Day.
- 8.3 The term "South Lateral Charge" shall mean the charge described in Section 4.3 of this Rate Schedule.

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SHEET NOS. 34-69 RESERVED FOR FUTURE USE

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GENERAL TERMS AND CONDITIONS
(Index to Provisions)

1.	DEFINITIONS	71
2.	REQUESTS FOR STORAGE SERVICE	75
3.	STORAGE SERVICE	80
4.	NOMINATIONS, SCHEDULING AND ALLOCATION	80
5.	PRESSURE AT POINT OF INJECTION/WITHDRAWAL	86
6.	MEASUREMENT AND MEASUREMENT EQUIPMENT	86
7.	QUALITY	91
8.	BILLING AND PAYMENT	94
9.	FORCE MAJEURE	96
10.	PRIORITY OF SERVICE REQUESTS AND SERVICE AGREEMENTS	97
11.	MISCELLANEOUS	100
12.	FACILITIES	104
13.	INTERNET WEBSITE	104
14.	RESPONSIBILITY FOR ASSOCIATED TRANSPORTATION	104
15.	TITLE TRANSFERS OF GAS IN STORAGE	104
16.	OPERATIONAL FLOW ORDERS	105
17.	OFF-SYSTEM CAPACITY	108
18.	PENALTY REVENUE CREDITING	108

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Original Sheet No. 71 Original Sheet No. 71 : Effective

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 The term "Agreement" shall mean the Service Agreement executed by the Customer and Seller and any exhibits, attachments and/or amendments thereto.
- 1.2 The term "Base Gas" shall mean Gas required to remain in the storage field sufficient to protect the integrity of the storage field.
- 1.3 The term "Btu" shall mean one (1) British thermal unit, the amount of heat required to raise the temperature of one (1) pound of water one degree (1) Fahrenheit at sixty degrees (60) Fahrenheit. The reporting basis for Btu is 14.73 psia (101.325 kPa), 60 degrees Fahrenheit (15 degrees C), and dry.
- 1.4 The term "Business Day" shall mean Monday through Friday, excluding all federal banking holidays for transactions in the United States and similar holidays for transactions in Canada and Mexico.
- 1.5 The term "Central Clock Time" shall mean Central Standard Time except for that period when daylight savings is in effect. During that period, Central Clock Time shall mean Central Daylight Time.
- 1.6 The terms "Commission" and "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory authority having jurisdiction.
- 1.7 The term "Customer" shall mean any person, corporation, partnership or any other party that executes a valid Service Agreement with Central New York Oil And Gas Company, LLC for the Storage of Gas under the terms and conditions of Seller's FERC Gas Tariff.
- 1.8 The term "Dekatherm" (dth) shall mean the quantity of heat energy which is equivalent to one (1) million (1,000,000) Btu.
- 1.9 The determination of quantities deemed to be delivered for purposes of use of the term "Each Dekatherm Of Gas Which Is Delivered" shall be the pro rata allocation of the quantities of Gas nominated, after adjustments for Seller's Use and pursuant to Section 4.3 hereof, for injection into storage or for withdrawal from storage.

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Third Revised Sheet No. 72 Third Revised Sheet No. 72 : Effective

Superseding: Superseding Second Revised Sheet No. 72

GENERAL TERMS AND CONDITIONS (continued)

- 1.10 The term "Equivalent Quantities" shall mean a quantity of Gas containing an amount of dths equal to the amount of dths received by Seller for the account of Customer at the Point of Injection/Withdrawal reduced by the dths removed for Seller's Injection and/or Withdrawal Use as attributable to the Storage of Customer's Gas.
- 1.11 The term "Expansion Capacity" shall mean new storage capacity that will be added by Seller through the construction or acquisition of facilities.
- 1.12 The term "Gas" shall mean natural gas, including casing head gas produced with crude oil, gas from gas wells and gas from condensate wells and synthetic natural gas.
- 1.13 The terms "Gas Day" or "Day" shall mean the NAESB standard Gas Day from 9:00 a.m. to 9:00 a.m. (Central Clock Time).
- 1.14 The terms "North American Energy Standards Board" or "NAESB" shall mean that accredited organization established to set standards for certain natural gas industry business practices and procedures. "WGQ " shall mean the Wholesale Gas Quadrant of NAESB.
- 1.15 The term "NAESB Standards" shall mean the standardized business practices, procedures and criteria which have been adopted and published by the Wholesale Gas Quadrant of the North American Energy Standards Board and which have been adopted by reference by the Commission.
- 1.16 The term "Maximum Storage Quantity" shall mean the greatest number of dths that Seller is obligated to store on behalf of Customer on any Gas Day.
- 1.17 The term "Month" shall mean the period beginning on the first Gas Day of a calendar month and ending at the same hour on the first Gas Day of the next succeeding calendar month.
- 1.18 The term "OBA" shall mean a contract between two parties which specifies the procedures to manage operating variances at an interconnect.
- 1.19 The term "Operational Flow Order" or ("OFO") shall mean the verbal and/or written communication (e.g., Seller's Internet website) Seller shall utilize to inform Customers of necessary actions to preserve and protect the security and integrity of its system.
- 1.20 The term "Operator" shall mean a party that operates the facilities that interconnect with Seller's facilities.

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GENERAL TERMS AND CONDITIONS (continued)

- 1.21 The term "Point of Injection/Withdrawal" shall mean the outlet flange of the meter at the point of interconnection between Seller's Stagecoach Storage Facility and third party transporter's facilities located in Tioga County, New York, Bradford County, Pennsylvania or such other location as may be designated by Seller and its Customer, including the TGP Interconnect and points on off-system capacity.
- 1.22 The term "Releasing Customer" shall mean any Customer releasing capacity under Section 7 of Rate Schedule FSS.
- 1.23 The term "Replacement Customer" shall mean any Customer to which capacity is released under Section 7 of Rate Schedule FSS.
- 1.24 The term "Seller" shall mean Central New York Oil And Gas Company, LLC.
- 1.25 The term "Seller's Injection Use" shall mean the applicable percentage stated in Seller's Rate Schedules multiplied by the quantity of Gas injected into storage for the account of Customer.
- 1.26 The term "Seller's Use" shall mean the sum of the Seller's Injection Use and the Seller's Withdrawal Use.
- 1.27 The term "Seller's Withdrawal Use" shall mean the applicable percentage stated in Seller's Rate Schedules multiplied by the quantity of Gas withdrawn from storage for the account of Customer.
- 1.28 The term "Service Day" shall mean the Gas Day during which Customer receives storage service pursuant to a nomination in accordance with Section 4 of the General Terms and Conditions of this FERC Gas Tariff.
- 1.29 The term "South Lateral" shall mean the pipeline lateral owned and operated by Seller that extends in a southerly direction for approximately 23.7 miles from Seller's Central Compressor Station in Tioga County, New York to a junction with TGP's Line 300 at or near Station 319 on TGP in Bradford County, Pennsylvania.
- 1.30 The term "Storage" or "Storage Service" shall mean the storage of Gas, consisting of injection, withdrawal and reservoir capacity.

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Second Revised Sheet No. 74 Second Revised Sheet No. 74 : Effective
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GENERAL TERMS AND CONDITIONS (continued)

- 1.31 The terms "Tender", "Tender Gas" and "Tender of Gas" shall mean that the delivering party is able and willing, and offers, to deliver Gas to or for the account of the receiving party at the Point of Injection/ Withdrawal.
- 1.32 The term "TGP" shall mean Tennessee Gas Pipeline Company.
- 1.33 The term "TGP Interconnect" shall mean the meter at the point of interconnect between Seller's South Lateral and the facilities of TGP at or near Station 319 in Bradford County, Pennsylvania.
- 1.34 The term "Usage Charges" shall mean all variable charges associated with the injection/withdrawal of Gas by Seller, including power costs associated with electric drive compressors.
- 1.35 The term "Wire Transfer" shall mean payments made/effectuated by wire transfer (Fedwire, CHIPS, or Book Entry), or Automated Clearinghouse, or any other recognized electronic or automated payment mechanism that is agreed upon by Seller in the future.
- 1.36 The term "Working Storage Gas" shall mean the quantity of Gas, other than Base Gas, held in storage at any given time, by Seller, for the account of Customer.

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GENERAL TERMS AND CONDITIONS (continued)

2. REQUESTS FOR STORAGE SERVICE

2.1 Requests. To seek to qualify for Storage Service pursuant to Rate Schedules FSS or ISS a potential Customer shall submit a request for such service in writing to the Seller. Seller shall evaluate and respond to such requests as soon as is reasonably possible, and shall begin service, if an Agreement is executed, as soon as is reasonably possible, after execution of the Agreement. Such a request shall be considered acceptable only if the information specified in Section 2.3 below is provided in writing, but Seller may waive all or any portion of such information in individual instances, when the information is already in the possession of Seller. Each request for service under Rate Schedules FSS by or on behalf of each proposed Customer shall be accompanied by refundable earnest money in the form of either wire transfer or a check payable to Central New York Oil And Gas Company, LLC in the amount of the lesser of ten thousand dollars (\$10,000) or the aggregate reservation charges which would be due for two Months of service for such requested service, which amount shall be applied, until fully used, against the first amounts due by Customer to Seller as reservation charges; provided, however, that if the request is not accepted by Seller or if service is not otherwise offered, Seller will refund earnest money thirty (30) days after notice to potential Customer that Seller is not accepting offer. Requests for service shall be sent to: Central New York Oil And Gas Company,

LLC

Two Brush Creek Blvd., Suite 200 Kansas City, MO
64112
Attention: Commercial Operations

GENERAL TERMS AND CONDITIONS (continued)

2.2 Pre-arranged Storage Service and Interim Service

(a) Pre-arranged Service. Seller may enter into a binding precedent agreement with a Customer for firm storage service for a future period ("Pre-arranged Service") for unsubscribed firm Expansion Capacity (not existing capacity), as posted on Seller's website, that is available or will become available as a result of completion of construction or acquisition of facilities, and is not subject to a right of first refusal pursuant to Section 10.1(b) of the General Terms and Conditions of this FERC Gas Tariff Volume No. 1, or to any other Customer renewal rights.

(b) Interim Service. Expansion Capacity that is under contract for a future period may be available for storage service on an interim basis up to the commencement date of the Pre-arranged Service. The availability of interim capacity, including any limitation thereon, will be posted on Seller's website.

(c) Capacity Reservation. In order to reserve Expansion Capacity under a Pre-arranged Service, Seller reserves the right to limit any Customer renewal rights, including the right of first refusal, which might otherwise apply to interim sales of the capacity. The following terms shall apply to Pre-arranged Service:

- (1) Within thirty (30) days after entering into a Pre-arranged Service for which Expansion Capacity is to be reserved including Pre-arranged Service for which renewal rights on any interim sales of such capacity are to be limited, Seller will post a notice on its website indicating the terms of the Pre-arranged Service, and that the pre-arranged capacity is available for bidding.

Seller shall post a request for bids and award the pre-arranged Expansion Capacity as set forth below in accordance with Section 10 of the General Terms and Conditions. Pre-arranged Expansion Capacity shall be available for bidding for at least five (5) Business Days, and Seller shall evaluate acceptable bids on a net present value (NPV) basis. The criteria for acceptable bids shall be included in the posting for bids. Bids may be for service to commence on the earliest date such capacity is available or some other future date. At the end of the bidding period, Seller shall evaluate acceptable bids on a net present value (NPV) basis, using the FERC approved interest rate as the discount rate, with the current value of any future bids reduced by the time value of the delay in the receipt of revenue. NPV shall only include revenue generated by the reservation rate, or any other form of revenue guarantee, as proposed in a bid for capacity. If an acceptable bid yields a higher NPV than that of the Pre-arranged Service, the pre-arranged Customer shall have a one-time right, to be exercised within

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Original Sheet No.75B Original Sheet No.75B : Effective

GENERAL TERMS AND CONDITIONS (continued)

two (2) Business Days after the close of the bids, to match the highest competing bid in order to retain the capacity. If the Customer elects not to match the highest competing bid, the capacity shall be awarded to the competing Customer whose acceptable bid produced the highest NPV. All awards of Expansion Capacity under this Section 2.2 shall require the winning bidder to execute a binding precedent agreement for the capacity within two (2) Business Days after the award. Seller shall post the material terms and conditions of such precedent agreement on its website at the time it posts notice of the Pre-arranged Service and requests bids for the affected Expansion Capacity.

- (d) Creditworthiness. Customers with Pre-arranged Service and Customers who execute precedent agreements as the result of an award of Expansion Capacity under this Section 2.2 shall satisfy the creditworthiness requirements included in their precedent agreement with Seller.

2.3 Form of Request for Storage Service

- (a) Each request, to be considered as an acceptable and valid request, must furnish the applicable portion of that information set forth below. The "Central New York Oil And Gas Company, LLC Service Request Form" is set forth in this FERC Gas Tariff and may be changed from time to time and reissued by Seller.

(b) Requestor's Identification: Name, address, representative, telephone number of party requesting service.

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Superseding: Superseding First Revised Sheet No. 76

GENERAL TERMS AND CONDITIONS (continued)

- (c) Customer's Identification: (Note: The "Customer" is the party which proposes to execute the Agreement).
 - (1) Name, address, representative and telephone number of Customer;
 - (2) A statement of whether Customer is a local distribution company, an intrastate pipeline, an interstate pipeline, marketer/broker, producer, end user or other type of entity (which shall be described);
 - (3) A statement of whether Customer is acting for itself or as agent for someone else (who must be named); and
 - (4) A statement of whether Customer is a Replacement Customer and the contract number under which Replacement Customer is requesting service.
- (d) Type of Service(s) Requested: Specify which Volume No. 1 Rate Schedule service is desired.
- (e) Quantity: (stated in Dekatherms)
 - (1) Maximum Daily Injection Quantity, which shall be determined in accordance with Seller's Rate Schedules.
 - (2) Maximum Daily Withdrawal Quantity, which shall be determined in accordance with Seller's Rate Schedules.
 - (3) South Lateral Quantity, which shall be determined in accordance with Seller's Rate Schedules.
- (f) Term of Service:
 - (1) Date service is requested to commence.
 - (2) Date service is requested to terminate.

GENERAL TERMS AND CONDITIONS (continued)

(g) Certified Statement: A certified statement that the Customer has, or will have, by the time of execution of an Agreement with Seller, title to, or the legal right to cause to be delivered to Seller, for Storage, the Gas which is to be delivered to Seller and facilities or contractual rights which will cause such Gas to be delivered to and received from Seller.

(h) Credit Evaluation:

(1) Customer's Bank References.

(2) Customer should submit year end audited financial statements of Customer (if available) together with the latest quarterly report. If audited financial statements are not available, Customer should furnish unaudited financial statements. In such event, Seller may request additional credit information.

(3) Customer's Affiliates, including parent, subsidiaries of parent and of such subsidiaries, and subsidiaries of Customer.

(4) In the event proceedings have been commenced by or against such Customer for any relief under any bankruptcy or insolvency law, or any law relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangement, composition or extension; or in the event a decree or order of a court having jurisdiction in the premises for the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of such Customer, or of a substantial part of its property, or for the winding up or liquidation of its affairs, shall have been entered, or any substantial part of the property of such Customer shall be sequestered or attached and shall not be returned to the possession of such Customer or released from such attachment within thirty (30) days thereafter; or in the event such Customer shall make a general assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due, Customer shall be required to fully disclose any and all actions regarding the above described proceedings against Customer or related parties defined in (3) above, in its request for service.

(5) Any other information requested by Seller pursuant to Section 11.5 of the General Terms and Conditions.

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First Revised Sheet No. 78 First Revised Sheet No. 78 : Effective
Superseding: Superseding Original Sheet No. 78
GENERAL TERMS AND CONDITIONS (continued)

2.4 Subsequent Information

- (a) If any of the events or actions described in 2.2(h)(4) above, shall be initiated or imposed during the term of service hereunder, Customer shall provide notification thereof to Seller within two (2) Business Days of any such initiated or imposed event or action. Customer shall also provide, forthwith, such additional Customer credit information as may be reasonably required by Seller, at any time during the term of service hereunder, to determine Customer's creditworthiness.
- (b) After receipt of a request for Storage Service hereunder, Seller may require that Customer furnish additional information as a prerequisite to Seller offering to execute an Agreement with Customer. Such information may include proof of Customer's title to the Gas involved and/or its legal right to cause the Gas to be delivered to Seller for Storage and of Customer's contractual and/or physical ability to cause such Gas to be delivered to and received from Seller.

2.5 Request Validity. Customer's request for Storage Service shall be considered null and void if Seller has tendered an Agreement for execution to Customer and Customer fails to execute the Agreement within thirty (30) days thereafter. Seller will not execute an Agreement under this Rate Schedule FSS for which it does not have sufficient available capacity. If sufficient capacity is available, but Customer does not desire to or cannot begin Storage Service within thirty (30) days after the date the request is made pursuant to Section 2.1 of these General Terms and Conditions of this Tariff, or such other period as the parties may agree to in writing, then such request shall be considered null and void.

2.6 Customer's Performance. If a Customer that has executed an Agreement for service under Rate Schedule ISS fails, on the later of the date service is to commence or fifteen (15) days after the Customer executes the Agreement or the completion of construction of any necessary facilities or the issuance of any necessary governmental authorization, to nominate, pursuant to Section 4.1 of these General Terms and Conditions, a quantity of Gas for Storage, or fails, having nominated a quantity of Gas and Seller having scheduled the quantity for Storage, pursuant to Section 4.3 of these General Terms and Conditions, to Tender such Gas for Storage on the date it is scheduled, the Seller may terminate Customer's Agreement and the Customer's

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First Revised Sheet No. 79 First Revised Sheet No. 79 : Effective

Superseding: Superseding Original Sheet No. 79

GENERAL TERMS AND CONDITIONS (continued)

request for service shall be deemed null and void; provided, however, that the Customer's Agreement shall not be terminated nor shall the Customer's request for service be deemed null and void if the Customer's failure to nominate or Tender is caused by an event of force majeure on Seller's system, as defined in Section 9 of these General Terms and Conditions.

2.7 Complaints: In the event that a Customer or potential Customer has a complaint relative to service under this FERC Gas Tariff, the Customer shall:

- (a) Provide a description of the complaint, verbally or in writing, including the identification of the storage request (if applicable), and communicate it to:

Central New York Oil And Gas Company,
LLC
Attention: Commercial Operations
Two Brush Creek Blvd., Suite 200
Kansas City, MO 64112
Phone: 816-842-8181
Facsimile: 816-531-0746

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

2.8 Information: Any person may request information on the pricing or other terms of Storage Service and/or capacity availability by contacting Seller at the following:

Central New York Oil And Gas Company,
LLC
Attention: Commercial Operations
Two Brush Creek Blvd., Suite 200
Kansas City, MO 64112
Phone: 816-842-8181
Facsimile: 816-531-0746

Third Revised Sheet No. 80 Third Revised Sheet No. 80 : Effective
Superseding: Superseding Second Revised Sheet No. 80
GENERAL TERMS AND CONDITIONS (continued)

2.9 Relationship with Marketing Affiliates:

- (a) No operating employees are common to Seller and any of its marketing affiliates. Seller and its marketing affiliates have certain common officers and directors who serve on the Boards of Directors of Seller and its marketing affiliates.
- (b) Operating personnel of Seller and operating personnel of Seller's marketing affiliates do not share any facilities except telephone and computer hardware.

2.10 Internet Website. Information regarding services rendered and capacity available under this Tariff may be obtained from Seller's Internet website which can be accessed at StagecoachStorage.com or such other site as Seller may notify Customer from time to time.

3. STORAGE SERVICE

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

4. NOMINATIONS, SCHEDULING AND ALLOCATION

4.1 Nominations.

- (a) Seller will accept nominations for storage service as provided herein. A valid nomination is a data set which contains, at a minimum, the mandatory data elements included in the NAESB Standards related to nominations, and any additional Seller-required data elements. All Standard and Intra-Day Nominations for service shall be made via Electronic Delivery Mechanism ("EDM") meeting the requirements of the Commission. Seller will accept nominations via mail, fax, courier service or personal delivery. Seller will support the receipt of nominations, via the methods listed above, and EDM in a manner designed to enable Customers to submit nominations seven days a week, twenty-four hours a day.

Each nomination shall indicate whether it is being submitted as a Standard or Intra-Day Nomination. The standard quantity for nominations,

GENERAL TERMS AND CONDITIONS (continued)

confirmations and scheduling is dekatherms per Gas Day in the United States, Gigajoules per Gas Day in Canada and Gigacalories per Gas Day in Mexico. (For reference 1 dekatherm = 1,000,000 Btus; 1 Gigajoules = 1,000,000,000 joules, and 1 gigacalorie = 1,000,000,000 calories). For commercial purposes, the standard conversion factor between dekatherms and Gigajoules is 1.055056 Gigajoules per dekatherm and between dekatherms and Gigacalories is 0.251996 Gigacalories per dekatherm. The standard Btu is the International Btu, which is also called the Btu(IT); the standard joule is the joule specified in the SI system of units.

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

- (b) Timely Nominations. A "Timely Nomination" is a nomination for storage service for any Gas Day. The Timely Nomination shall include a begin date and end date, which must be within the term of the Customer's service agreement. Each Gas Day within a date range nomination is considered an original nomination. Subsequent nomination for one or more Gas Days within the range supersede only the Gas Days specified. The Gas Days outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only. Seller shall process all new or revised nominations that are submitted by 11:30 a.m. Central Clock Time and received by 11:45 a.m. Central Clock Time on the Day before the applicable Service Day. Customer may nominate zero (0) for a daily quantity, but in the event Customer nominates a daily quantity in excess of zero (0), such daily quantity shall not be less than five-hundred (500) dth. Customer shall also inform Seller in advance of each Month of the desired order of priority of injections and withdrawals under each Agreement and Seller may rely thereon (or in the absence of such information, upon Seller's judgment) if allocation under such Agreement is required.
- c) Timely Nomination Cycle. The timetable for Timely Nominations shall be as follows (Central Clock Time on the Day prior to flow):
- 11:30 a.m. for nominations leaving control of Customer;
 - 11:45 a.m. for receipt of nominations by Seller including from Title Transfer Tracking Service Providers ("TTSPs");

GENERAL TERMS AND CONDITIONS (continued)

12:00 noon for Seller to send Quick Response;

3:30 p.m. for receipt of completed confirmations by Seller from upstream and downstream connected parties;

4:30 p.m. for receipt of scheduled quantities by Customer and point operator from Seller.

In addition, at the end of each Gas Day, Seller shall provide the final scheduled quantities for the just completed Gas Day. Seller, pursuant to NAESB Standards 1.4.x, will send an end of Gas Day Scheduled Quantity document. Receivers of the end of Gas Day Scheduled Quantity document can waive the Seller's sending of the Scheduled Quantity document. Seller, as receiver of nominations, initiates the confirmation process. The party receiving a request for confirmation or an unsolicited confirmation response may waive the obligation of the Seller to send. The sending party will adhere to nomination, confirmation and scheduling deadlines. The party receiving the communication shall have the right to waive any deadline, on a non-discriminatory basis.

- (d) Other Nominations. Seller may, at its option, accept nominations which are not timely as described above. In that event, Seller shall not be required to comply with the Timely Nomination timeline set out above.

4.2 Intra-Day Nominations.

- (a) An "Intra-Day Nomination" is a nomination submitted after the Timely Nomination deadline whose effective time is no earlier than the beginning of the Gas Day and runs through the end of that Gas Day. An Intra-Day Nomination shall be effective for one (1) Gas Day only. Intra-Day Nominations may be used to nominate new injections or withdrawals. The nomination process set forth in Section 4.1(a) shall apply to the Intra-Day nominations. An Intra-Day quantity shall be a revised daily quantity.
- (1) Timetables for Intra-Day Nominations shall be as follows:
- a) Evening Nomination Cycle (Central Clock Time on the Day prior to flow):

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First Revised Sheet No. 83 First Revised Sheet No. 83 : Effective
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GENERAL TERMS AND CONDITIONS (continued)

6:00 p.m. for nominations leaving
control of Customer;

6:15 p.m. for receipt of
nominations by Seller (including
from TTTSPs);

6:30 p.m. for Seller to send Quick
Response;

9:00 p.m. for receipt of completed
confirmations by Seller from
upstream and downstream connected
parties;

10:00 p.m. for Seller to provide
scheduled quantities to affected
Customers and point operators, and
for Seller to provide scheduled
quantities to bumped parties
(notice to bumped parties).

Scheduled quantities resulting from
an Evening Nomination that does not
cause another Customer on Seller's
system to receive notice that it is
being bumped shall be effective at
9:00 a.m. on the Gas Day; and when
an Evening Nomination causes
another Customer on Seller's system
to receive notice that it is being
bumped, the scheduled quantities
shall be effective at 9:00 a.m. on
the Gas Day.

b) Intra-Day 1 Nomination Cycle
(Central Clock Time on the Gas
Day):
10:00 a.m. for nominations leaving
control of Customer;

10:15 a.m. for receipt of
nominations by Seller (including
from TTTSPs);

10:30 a.m. for Seller to send Quick
Response;

1:00 p.m. for receipt of completed
confirmations by Seller from
upstream and downstream connected
parties;

2:00 p.m. for Seller to provide
scheduled quantities to affected
Customers and point operators, and
for Seller to provide scheduled
quantities to bumped parties
(notice to bumped parties);

Scheduled quantities resulting from Intraday
1 Nominations shall be effective at 5:00 pm
on the Gas Day.

(c) Intra-Day 2 Nomination Cycle (Central Clock Time
on the Gas Day):

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GENERAL TERMS AND CONDITIONS (continued)

- c) Intra-Day 2 Nomination Cycle
(Central Clock Time on the Gas Day):
- 5:00 p.m. for nominations leaving control of Customer;
- 5:15 p.m. for receipt of nominations by Seller (including from TTSPs);
- 5:30 p.m. for Seller to send Quick Response;
- 8:00 p.m. for receipt of completed confirmations by Seller from upstream and downstream connected parties;
- 9:00 p.m. for Seller to provide scheduled quantities to affected Customers and point operators.
- Scheduled quantities resulting from Intraday 2 Nominations shall be effective at 9:00 p.m. on the Gas Day. Bumping is not allowed during the Intraday 2 Nomination Cycle.
- d) For purposes of 4.2(a)(1)a), b), and c) "provide" shall mean, for transmittals pursuant to standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

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

(b) For purposes of providing notice of any nomination changes to a Customer and/or Customer's agent, Seller shall contact either party by telephone or other instant communication device. With respect to changes initiated by Seller, if a Customer so elects, such Customer may provide a telephone number and Seller will contact Customer at such phone number to alert Customer that a change has been made; provided that where an interruptible Customer's nomination is bumped by a firm Customer's Intra-Day Nomination, Seller shall provide notice of such bump to the interruptible Customer in the same manner that Seller uses to notify Customers of OFOs.

GENERAL TERMS AND CONDITIONS (continued)

4.3 Scheduling of Storage and Allocation of Service. For each Gas Day, Seller will schedule injections and withdrawals of Gas, on the basis of: Storage nominations made by Customers (which Seller is hereby authorized to rely upon in its scheduling); storage capacity available on Seller's system in light of nominations and requests; and overall operating conditions from time to time. If, on any Gas Day, Seller determines that the capacity of its system is insufficient to serve all storage nominations scheduled for such Gas Day, or to accept the quantities of Gas tendered, capacity shall be allocated to provide service in the following order:

(a) In scheduling deliveries of firm storage nominations on any Gas Day when capacity is constrained, Seller shall allocate service on a pro rata basis to those firm storage Customers nominating volumes on such Gas Day based upon such Customer's contracted daily injection or withdrawal volumes compared to the contracted daily injection or withdrawal volumes of all other Customers nominating volumes on such Gas Day.

(b) In scheduling nominated quantities for interruptible Storage Services hereunder, after providing for firm Storage Service, Seller shall utilize the priorities established in Section 10 of these General Terms and Conditions, provided however that no interruptible Customer shall have a claim of priority on any Gas Day to quantities in excess of the lesser of (1) such interruptible Customer's Maximum Daily Injection Quantity or Maximum Daily Withdrawal Quantity as applicable or (2) such interruptible Customer's nomination.

4.4 Delivery of Gas. Seller, subject to the other provisions hereof, shall make daily delivery of Equivalent Quantities of Gas at the Point of Injection/Withdrawal in accordance with Seller's scheduled deliveries.

4.5 Hourly Variation. Injections and withdrawals shall be made at uniform hourly rates to the extent practicable.

4.6 Limitation on Obligation. Should the quantities of Gas received from Customer(s) by Seller at the Point of Injection/Withdrawal exceed the Maximum Daily Injection Quantity plus the Seller's Injection Use, Seller shall notify Customer(s) of such fact within a reasonable time after such becomes known, and Customer(s) shall seek to reduce deliveries to Seller forthwith. In the event any such excess delivery would

GENERAL TERMS AND CONDITIONS (continued)

jeopardize the safety of Seller's operations and/or its ability to meet its contract commitments to others, such decisions being solely within the judgment and discretion of Seller, Seller shall have the right to refuse to accept, without any liability to Customer, or any other person, all or such part of said excess delivery as Seller deems necessary, and shall notify Customer accordingly.

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

5. PRESSURE AT POINT OF INJECTION/WITHDRAWAL

5.1 Pressure at Point of Injection/Withdrawal. Unless otherwise agreed to by the parties as set forth in the Service Agreement, Customer shall cause the Gas to be delivered at the Point of Injection/Withdrawal at a pressure sufficient to allow the Gas to enter Seller's system at the varying pressures that may exist in such system from time to time; provided, however, that such pressure of the Gas delivered or caused to be delivered by Customer shall not exceed the Maximum Allowable Operating Pressure ("MAOP") which Seller specifies for the Point of Injection/Withdrawal. In the event the MAOP of Seller's system, at the Point of Injection/Withdrawal hereunder, is from time to time increased or decreased, then the MAOP of the Gas delivered or caused to be delivered by Customer to Seller at the Point of Injection/Withdrawal shall be correspondingly increased or decreased upon notification by Seller to Customer. Unless otherwise agreed to by the parties as set forth in the Service Agreement, Seller shall Tender the Gas to or for the account of Customer at the Point of Injection/Withdrawal hereunder at Seller's prevailing line pressure as such may vary from time to time.

6. MEASUREMENT AND MEASUREMENT EQUIPMENT

6.1(a) The volume of Gas delivered to Seller hereunder or redelivered to or for the account of Customer hereunder shall be measured by:

GENERAL TERMS AND CONDITIONS (continued)

(1) An orifice meter, designed, installed maintained and operated as recommended in the latest issue of American National Standard ANSI/API 2530 (American Gas Association Gas Measurement Report No. 3), entitled "Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids", as such publication may be revised from time to time ("AGA Report No. 3"); or

(2) A turbine meter, designed, installed, maintained and operated as recommended in the latest issue of American Gas Association Transmission Measurement Committee Report No. 7, entitled "Measurement of Fuel Gas by Turbine Meters," as such publication may be revised from time to time ("AGA Report No. 7");

(3) A positive displacement meter, installed and operated in accordance with generally accepted industry practices; or

(4) A multipath electronic flow meter designed, installed, maintained and operated in accordance with American Gas Association Transmission Measurement Committee Report No. 9 entitled "Measurement of Gas by Multipath Ultrasonic Meters," as such publication may be revised from time to time ("AGA Report No. 9").

(b) Auxiliary measuring equipment shall be installed, maintained and operated in accordance with generally accepted industry practices.

6.2(a) The volume of Gas delivered to Seller or redelivered to or for the account of Customer shall be calculated by means of either an electronic flow computer, or by the processing of meter charts, in either case in the following manner:

(1) When the measuring equipment is an orifice meter, the flow of Gas through the meter shall be computed in the manner recommended in AGA Report No. 3, properly using all factors set forth therein.

(2) When the measuring equipment is a turbine meter, the volume of Gas delivered through the meter shall be computed in the manner recommended in AGA Report No. 7, properly using all factors set forth therein.

(3) When the measuring equipment is a positive displacement meter, the volume of Gas delivered through the meter shall be computed by properly applying, to the volume delivered at flowing gas pressures and temperatures, correction factors for (i) absolute static pressure, (ii) flowing Gas temperature, and (iii) compressibility ratio.

GENERAL TERMS AND CONDITIONS (continued)

(4) A multi-path electronic flow meter designed, installed, maintained and operated in accordance with AGA Report No. 9.

(b) The volume of Gas injected or withdrawn hereunder shall be computed using the standards and factors determined as follows:

(1) The unit of volume for the purpose of measurement shall be one thousand cubic feet of Gas at a pressure of 14.73 pounds per square inch absolute, a temperature of sixty degrees (60°) Fahrenheit, and dry. For volumes reported in cubic meters, the standard conditions are 101.325 kPa, 15 degrees C, and dry. For volumes reported in gigacalories, the standard conditions are 1.035646 Kg/cm², 15.6 degrees C, and dry. The dekatherm equivalent of such unit of volume shall be determined by multiplying each such unit of volume by the total heating value per cubic foot of the Gas delivered hereunder (adjusted to a common temperature and pressure base) and by dividing the result by one thousand (1,000).

(2) The average absolute atmospheric (barometric) pressure at the Point of Injection/Withdrawal shall be assumed to be equal to 14.4 pounds per square inch.

(3) The flowing temperature of the Gas shall be determined by means of an instrument of standard manufacture accepted in the industry for this purpose.

(4) The supercompressibility factor used in computing the volume of Gas delivered through an orifice meter shall be determined in a manner which yields results consistent with the results produced by the procedures presented in the American Gas Association Transmission Measurement Committee Report No. 8 entitled "Compressibility and Supercompressibility for Natural Gas and Other Hydrocarbon Gases."

(5) The specific gravity of the Gas used in computing the volume of Gas delivered through a meter shall be determined by one of the following methods:

(i) At intervals of not more than six (6) Months, by means of an instrument of standard manufacture accepted in the industry for this purpose using a sample of Gas from the Gas stream at the Point of Injection/Withdrawal.

GENERAL TERMS AND CONDITIONS (continued)

(ii) By means of an instrument of standard manufacture accepted in the industry for this purpose installed at a point to measure the specific gravity of the Gas stream from which Gas is being delivered at the Point of Injection/Withdrawal.

(6) The compressibility ratio factor "s" used in computing the volume of Gas delivered through a turbine meter or a positive displacement meter shall be determined by the equation $s = (Fpv)^2$, in which "Fpv" is the supercompressibility factor determined as described in subparagraph (4) of this subsection (b).

(7) In determining the flowing temperature factor, supercompressibility factor, and compressibility ratio factor "s" for use in computing the volume of Gas delivered through a meter, the flowing gas temperature for only the period(s) of time that Gas was flowing through the meter shall be used.

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

GENERAL TERMS AND CONDITIONS (continued)

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

The Operator, for purposes of this section, shall be the owner of the equipment referenced herein, or the agent of such owner, or such other person as the parties may agree in writing.

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

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

(a) by using the registration of any check meter or meters if installed and accurately registering, or in the absence of (a);

(b) by correcting the error if the percentage of error is ascertainable by calibration, special test or mathematical calculation, or in the absence of both (a) and (b) then;

(c) by estimating the quantity of receipt or delivery based on receipts or deliveries during preceding periods under similar conditions when the meter was registering accurately.

GENERAL TERMS AND CONDITIONS (continued)

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

6.6 The parties agree to preserve for a period of at least three (3) years or such longer period as may be required by public authority, all test data, charts, if any, and other similar records.

6.7 In accordance with the provisions of Sections 6.3 and 6.4 of the General Terms and Conditions, Seller will use the best information available to close its allocation of quantities for a service Month. The cutoff for the closing of measurement is five (5) Business Days after the business Month. To the extent that adjustments are made after the date of such close such adjustments ("Prior Period Adjustments" or "PPA") shall be treated under this Section 6.7. If the PPA are due to the correction of measurement data or reallocation of volumes, such adjustments should be processed within six (6) Months of the applicable service Month. If the affected party disputes the as-adjusted quantity it is entitled to rebut the basis for the PPA, but only if it does so within three (3) Months of the processing of the as-adjusted quantity. Notwithstanding the above specified deadlines for processing/rebutting PPA, such deadlines shall not apply in the case of deliberate omission or misrepresentation or mutual mistake or fact. Parties' other statutory or contractual rights shall not be diminished by this standard.

7. QUALITY

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

(a) by means of an instrument of standard manufacture installed to measure the heating value of the Gas.

(b) at intervals of not more than six (6) Months by means of an instrument of standard manufacture and a sample of Gas from the Gas stream.

GENERAL TERMS AND CONDITIONS (continued)

(c) other method mutually agreed upon by both parties.

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

7.2 Freedom from Objectionable Matter. The Gas injected and withdrawn hereunder:

(a) shall be commercially free, at prevailing pressure and temperature in Seller's equipment and facilities, from objectionable odors, dust or other solid or liquid matter which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters and other equipment and facilities of Seller.

(b) shall not contain more than one quarter (.25) grain of hydrogen sulfide per one hundred (100) cubic feet of Gas, as determined by methods prescribed in Standards of Gas Service, Circular of the National Bureau of Standards, No. 405, page 134 (1934 edition), and shall be considered free from hydrogen sulfide (H₂S) if a strip of white filter paper, moistened with a solution containing five percent (5%) by weight of lead acetate, is not distinctly darker than a second paper freshly moistened with the same solution, after the first paper has been exposed to the Gas for one and one-half (1-1/2) minutes in an apparatus of approved form, through which the Gas is flowing at the rate of approximately five (5) cubic feet per hour, the Gas from the jet not impinging directly upon the test paper; or the H₂S content may be determined by an instrument of approved type and by approved methods agreeable to the parties;

(c) shall not contain more than twenty (20) grains of total sulfur (including the sulfur in any hydrogen sulfide and mercaptans) per one hundred (100) cubic feet of Gas;

(d) shall not at any time have an oxygen content in excess of two-tenths of one percent (0.20%) by volume and the parties hereto shall make every reasonable effort to keep the Gas free of oxygen;

GENERAL TERMS AND CONDITIONS (continued)

(e) shall not contain more than four percent (4%) by volume of a combined total of carbon dioxide and nitrogen components; provided, however, that the total carbon dioxide content shall not exceed three (3%) by volume.

(f) shall have a temperature of not more than one hundred twenty degrees (120°) Fahrenheit;

(g) shall have been dehydrated for removal of entrained water present therein in a vapor state, and in no event contain more than seven (7) pounds of entrained water per million cubic feet, at a pressure base of fourteen and seventy three hundredths (14.73) pounds per square inch and a temperature of sixty degrees (60°) Fahrenheit as determined by dew-point apparatus approved by the Bureau of Mines or such other apparatus as may be mutually agreed upon.

(h) shall not contain any polychlorinated biphenyls.

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

7.4 Seller, at any time and from time to time, shall have the right, either by written, oral or telephonic notice to Customer, to arrange for any necessary processing of Customer's quality deficient Gas tendered to Seller to ensure such Gas meets the minimum quality specifications set forth in this Section 7. Seller shall bill the applicable Customer and such Customer shall pay Seller for all costs (including shrinkage) incurred by Seller fully recovers such costs and applicable carrying charges. Seller shall have the right to sell or otherwise dispose of any or all of the processing products without accounting to Customer or owner of the processed Gas.

7.5 Commingling. It is recognized that Gas delivered to Seller by Customer will be commingled with other Gas stored hereunder by Seller. Accordingly, the Gas of Customer shall be subject to such changes in heat content as may result from such commingling and Seller shall, notwithstanding any other provision herein, be under no obligation to withdraw for Customer's account, Gas of a heat content identical to that caused to be delivered by Customer to Seller.

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Original Sheet No. 94 Original Sheet No. 94 : Effective

GENERAL TERMS AND CONDITIONS (continued)

8. BILLING AND PAYMENT

8.1 Billing. On or before the ninth (9th) Business Day of each Month, Seller shall render (for purposes of this Section 8.1, "render" shall mean (a) postmarked or (b) time-stamped and electronically transmitted via EDM to the designated site, whichever is applicable) an invoice to Customer setting forth the amount due for such Month under the applicable Rate Schedule(s). Seller's invoice shall be based on actuals (if available) or best available data. Quantities at points where OBA's exit shall be invoiced based on scheduled quantities. Seller may utilize estimates of the quantity of Gas received for injection from or Tendered to or for account of Customer during a Month, in place of actual quantities when actual quantities are not reasonably available; provided that adjustments shall be made in later invoices for differences between such estimated and actual quantities. Such invoice shall include credits for capacity assignment required by Section 7 of Rate Schedule FSS, if any.

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

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

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

If rendition of an invoice by Seller is delayed after the ninth (9th) Business Day of the Month, then the time of payment shall be extended accordingly unless Customer is responsible for such delay. Should Customer fail to pay all of the amount of any invoice as herein provided when such amount is due, interest on the unpaid portion of the invoice shall accrue from the due date until the date of payment at a rate of interest equal to the prime rate charged by Citibank, N.A. during that period to responsible commercial and industrial borrowers, plus two percent (2%), but which in no event shall be higher than the maximum rate permitted by applicable law. If such

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GENERAL TERMS AND CONDITIONS (continued)

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

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

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GENERAL TERMS AND CONDITIONS (continued)

9. FORCE MAJEURE

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

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

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GENERAL TERMS AND CONDITIONS (continued)

9.3 Limitations. Such force majeure affecting the performance hereunder by either Seller or Customer, however, shall not relieve such party of liability in the event of concurring negligence or in the event of failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve Customer, in whole or in part, from its obligations to pay the monthly charges provided for in Section 8 of these General Terms and Conditions.

10. PRIORITY OF SERVICE REQUESTS AND SERVICE AGREEMENTS

10.1 FIRM STORAGE

(a) Priority Of Request For Initial Firm Storage Agreements: After notification, pursuant to Section 2.9 hereof, that Seller has available firm storage capacity which is not subject to contract or is released pursuant to Section 7 of Rate Schedule FSS, Seller will accept requests that Seller enter into an Agreement for firm Storage Service. Except as provided in Section 10.1(b) below, the order of priority among such requests shall be based upon the economic value of the transaction to Seller, with the transaction producing the greatest economic value having the highest priority of request, provided, however, that nothing herein shall require Seller to provide service at any rates that do not yield an acceptable return to Seller and provided further, that Seller shall not be required to enter into Service Agreements with terms of more than one year unless Customer has a long-term debt rating of at least Baa3 according to Moody's Investors Service, or BBB- according to Standard & Poor's Corporation, unless the obligations to the Seller are guaranteed by a person with a long-term debt rating equal to or greater than stated above. Economic value shall be determined on the basis of the product of the term of service in years in the request, (using a term not to exceed twenty (20) years) and the Reservation Charges for each year in the life of the Agreement agreed to in the request by the requesting party, discounted to present value by the then-current interest rate determined in accordance with Section 154.501(d) of the Commission's Rules and Regulations. The sum of the present value for each year in the life of the Agreement shall be the economic value of the Agreement. In the event two or more bids with equal economic values are received for combined capacity in excess of the quantity of available firm capacity, the capacity will be allocated on a first come first served basis.

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Substitute Third Revised Sheet No. 98 Substitute Third Revised Sheet No. 98 : Effective
Superseding: Superseding Second Revised Sheet No. 98

GENERAL TERMS AND CONDITIONS (continued)

(b) Right of First Refusal:

Any Customer or Replacement Customer with an FSS Agreement having a term of one (1) year or more may exercise a right to continue to receive service under that Agreement for all or a portion of the firm capacity under the Agreement at the expiration of the Agreement's term provided that Customer notifies Seller in writing twelve (12) months prior to the expiration of the Agreement of its intent to continue service under the Agreement, and will match the best offer made by others for such capacity or portion thereof by offering a rate and term of Agreement that produces an equivalent or greater economic value (using a term not to exceed five (5) years) for such capacity as defined in Section 10.1(a), above, provided that Seller shall not be obligated to enter into an extension of any Agreement or continue service at any rate that does not yield an acceptable return to Seller, nor shall Seller be obligated to enter into an extension of any Agreement or continue service to any Customer or Replacement Customer who fails to meet the Creditworthiness requirements set forth in Section 11.5 of these General Terms and Conditions.

After Customer has notified Seller of its intent to continue service, the capacity available under Customer's Agreement will be posted on Seller's Internet website for bid. Seller will accept bids for this capacity from the time of posting up to and including a date designated by Seller that is no more than ninety (90) days and no less than forty five (45) days prior to the date the existing Agreement is scheduled to expire. Within five (5) Business Days of the date bidding ends, Seller will notify Customer of the bid received having the greatest economic value, as defined by Section 10.1(a) of this tariff. Customer will have ten (10) Business Days to notify Seller whether it will match the rate and term offered in the best bid (term will be limited to five (5) years, and if so will execute a new service Agreement matching the offer prior to the termination of the existing Agreement. If no bids are received, Customer may continue to receive service under a new Agreement at a rate agreed to by Customer and Seller.

(c) Priority Of Firm Storage Under Agreements: All firm Storage Service Agreements under Rate Schedule FSS shall have equal priority as to service, and shall have priority over interruptible Storage Services under Rate Schedule ISS. The priority of service shall be (i) firm service under Rate Schedule FSS and (ii) interruptible storage service in the form of Overrun Service under Rate Schedule FSS and ISS and interruptible storage service under Rate Schedule ISS. If some but not all requests for interruptible services can be satisfied, the service shall be allocated on the basis of the highest rate offered for such service (pro rata for customer's offering the same rate for service).

Second Revised Sheet No. 99 Second Revised Sheet No. 99 : Effective
Superseding: Superseding First Revised Sheet No. 99

GENERAL TERMS AND CONDITIONS (continued)

10.2 INTERRUPTIBLE STORAGE

- (a) Priority Of Nominations For Interruptible Service: Seller, in determining the allocation of interruptible service capacity on any Gas Day among Customers under Rate Schedule ISS, which have nominated quantities of service desired on such Gas Day, shall be assigned the order of priority of such service on the basis that the highest rate offered for such service shall be accorded the highest priority. If more than one nomination or request for interruptible storage on a Gas Day includes an offer of the same rate, then the order of priority as among such nominations or requests shall be the same, and if the available capacity is insufficient to provide the full level of service proposed in such nominations or requests, the service provided shall be allocated among such Customers pro rata based on the quantities nominated or requested.
- (b) A Customer desiring service under Rate Schedule ISS in a Month shall submit to Seller, at least five (5) Business Days prior to the start of such Month, the rate that such Customer is willing to pay for such service in such Month. The rate submitted by Customer pursuant to the above provision shall be used to determine priority among nominations on each Gas Day of such Month. Once Customer's nomination is accepted, and priority is assigned thereto pursuant to this section for such Month, such priority shall not be changed by the execution of new ISS Agreements during the Month for service under Rate Schedule ISS.
- (c) Notwithstanding the provisions of this Section 10.2, if a Customer under Rate Schedule ISS fails to submit a timely nomination for service for a Month, pursuant to these General Terms and Conditions, for such service, then such Customer's priority for such service for that Month, shall be changed, on the first Day of that Month, to a ranking below that of all other Customers who have made timely nominations for service.

10.3 Overrun Service

All requests for Overrun Service under Rate Schedules FSS or ISS shall rank in priority pursuant to Section 10.1(c) of these General Terms and Conditions. If some, but not all, overrun service requests can be satisfied, the service shall be allocated on the basis of highest rate offered for such service (pro rata for customers offering the same rate for such service).

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GENERAL TERMS AND CONDITIONS (continued)

10.4 Communications

In offering service from time to time pursuant to this Section 10, to a Customer under an Agreement, Seller may deem any offer made by telephone or other instant communication method to have been refused if acceptance thereof is not communicated to Seller within six (6) normal working hours after such offer, or as otherwise agreed to by the parties.

11. MISCELLANEOUS

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

11.2 Warranty. Customer or Replacement Customer warrants for itself, its successors, and assigns, that it has, or will have, at the time of delivery of the Gas for injection hereunder good title to such Gas and/or good right to cause the Gas to be delivered to Seller for Storage. Customer or Replacement Customer warrants for itself, its successors, and assigns, that the Gas it warrants hereunder shall be free and clear of all liens, encumbrances or claims, that it will indemnify and save Seller harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of adverse claims of any and all persons to said Gas and/or to royalties, taxes, license fees, or charges thereon which are directly applicable to such delivery of Gas and that it will indemnify and save Seller harmless from all taxes or assessments which may be directly levied and assessed upon such delivery and which are by law payable and the obligation of the party making such delivery.

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

GENERAL TERMS AND CONDITIONS (continued)

11.4 Assignments. Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Customer or of Seller, as the case may be, shall if eligible be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Agreement(s) between Seller and Customer. Either Seller or Customer may assign any of its rights or obligations under its Agreement(s) to a financially responsible corporation with which it is affiliated at the time of such assignment. Furthermore, Seller may, as security for its indebtedness, assign, mortgage or pledge any of its rights or obligations under its Agreement(s), including its rights to receive payments, to any other entity, and Customer will execute any consent agreement with such entity and provide such certificates and other documents as Seller may reasonably request in connection with any such assignment. Customer also may assign or pledge its Agreement(s) under the provisions of any mortgage, deed of trust, indenture or similar instrument which it has executed or may hereafter execute covering substantially all of its properties. Otherwise, except as provided in Section 7 of Rate Schedule FSS, or except as mandated by Section 284.242 of the Regulations of the Commission, neither party shall assign its Agreement(s) or any of its rights thereunder unless it first shall have obtained the consent thereto in writing of the other party.

11.5 Creditworthiness. Seller shall not be required to commence service or, subject to the following provisions, to continue to provide service and may terminate an Agreement with any Customer under Rate Schedule FSS with a primary term of one year or less and Service Agreements under Rate Schedule ISS, if:

- (a) Customer is or has become insolvent;
- (b) Customer has applied for bankruptcy under Chapter 11 of the Bankruptcy Code, or which is subject to similar proceedings under State of Federal law; or
- (c) Customer, when requested by Seller to demonstrate creditworthiness, fails to do so in Seller's reasonable judgement, in light of previous payment experience and changes thereto and the prudent credit analysis of information available; provided, however, that any such Customer that is receiving service shall continue to receive service for a period of fifteen (15) days after written notice by Seller of any such circumstance, and shall continue thereafter to receive service if, within such fifteen (15) day notice period, such Customer:

GENERAL TERMS AND CONDITIONS (continued)

(i) deposits with Seller and maintains, on account, an amount which would be due for three (3) Months service at the full contract quantities set forth in the Service Agreement; or

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

Seller shall not be required to commence service, or subject to the following provisions, to continue to provide service and may terminate a Service Agreement with any Customer under Rate Schedule FSS having a term of more than one year if Customer, or its guarantor, fails to maintain a long-term debt rating issued by either Moody's Investors Service, or Standard and Poor's Corporation, or Customer's, or its guarantor's, long-term debt rating issued by Moody's Investors Service or Standard and Poor's Corporation falls below a rating of at least Baa3 according to Moody's Investors Service or BBB- according to Standard & Poor's Corporation; provided, however, that any such Customer that is receiving service shall continue to receive service for a period of three (3) months during which Customer shall have the ability to:

(1) attain minimum long-term debt ratings as described above; or

(2) secure a guarantee by a person with a minimum long-term debt rating as described above, provided further, if Customer should fail to meet the requirements set forth within the three (3) month period, Seller shall have the right to market the capacity underlying the Service Agreement(s) in question to other customers meeting the requirements as set forth herein.

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GENERAL TERMS AND CONDITIONS (continued)

Seller's determination of a Customer's creditworthiness shall be subject to the following procedures:

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

GENERAL TERMS AND CONDITIONS (continued)

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

Effective Date: 09/01/2005 Status: Effective
FERC Docket: RP05-404-000

Seventh Revised Sheet No. 103 Seventh Revised Sheet No. 103 : Effective
Superseding: Sixth Revised Sheet No. 103

GENERAL TERMS AND CONDITIONS (continued)

- 11.6 Interpretation of Laws. Any Agreement shall be interpreted, performed and enforced in accordance with the laws of the State of New York.
- 11.7 Regulations. Any Agreement, and all terms and provisions herein, and the respective obligations of the parties thereunder are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.
- 11.8 No Third-Party Beneficiary. It is expressly agreed that there is no Third-Party Beneficiary to any Agreement, and that the provisions of any Agreement and these General Terms and Conditions do not impart enforceable rights in anyone who is not a party or successor or assignee of any party to an Agreement herein.
- 11.9 Counterparts. Any Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
- 11.10 Headings. The headings contained in any Agreement are for reference purposes only and shall not affect the meaning or interpretation of any Agreement.

Effective Date: 10/01/2010 Status: Effective

FERC Docket: RP10-1258-001

Susbtitute Third Revised Sheet No. 103A Susbtitute Third Revised Sheet No. 103A

Superseding: Substitute Second Revised Sheet No. 103A

Central New York Oil And Gas Company, LLC Susbtitute Third Revised Sheet No. 103 A

FERC Gas Tariff Superseding

Original Volume No. 1 Substitute Second Revised Sheet No. 103A

GENERAL TERMS AND CONDITIONS (continued)

11.11 Compliance with NAESEB Standards. Seller has adopted all of the Business Practices and Electronic Communication Standards which are required by the Commission in 18 C.F.R. § 284.12(a), as amended from time to time, in accordance with NAESEB WGQ Version 1.9

0.1.1 through 0.1.3

0.2.1 through 0.2.3

0.3.1 through 0.3.17

0.4.1

1.1.1 through 1.1.5, 1.1.7, 1.1.9 through 1.1.18, 1.1.20 through 1.1.22

1.2.1 through 1.2.6, 1.2.8 through 1.2.19

1.3.1 through 1.3.9, 1.3.11, 1.3.13 through 1.3.80

1.4.1 through 1.4.7

2.1.1 through 2.1.6

2.2.1 through 2.2.5

2.3.1 through 2.3.23, 2.3.25 through 2.3.35,
2.3.40 through 2.3.65

2.4.1 through 2.4.18

3.3.1 through 3.3.26

3.4.1 through 3.4.4

4.1.2 through 4.1.4, 4.1.6 through 4.1.7, 4.1.10, 4.1.12 through 4.1.13, 4.1.15 through 4.1.24, 4.1.26 through 4.1.40

4.2.1 through 4.2.20

4.3.1 through 4.3.5, 4.3.16 through 4.3.18, 4.3.20, 4.3.22 through 4.3.36, 4.3.38 through 4.3.62, 4.3.65 through 4.3.69, 4.3.72 through 4.3.76, 4.3.78 through 4.3.87, 4.3.89 through 4.3.94, 4.3.99

5.1.2 through 5.1.4

5.2.1 through 5.2.5

5.3.1 through 5.3.5, 5.3.7 through 5.3.69

5.4.1 through 5.4.23

6.3.1 through 6.3.4

6.5.2 through 6.5.4

10.1.1 through 10.1.10

10.2.1 through 10.2.38

10.3.1 through 10.3.27

11.2.1 through 11.2.5

11.3.1 through 11.3.2

Issued by: W.R. Moler Effective: October 1, 2010
Vice President, Midstream Operations

Issued on: September 3, 2010

Effective Date: 02/06/2006 Status: Effective
FERC Docket: RP06-171-000

Third Revised Sheet No. 104 Third Revised Sheet No. 104 : Effective
Superseding: Superseding Second Revised Sheet No. 104
GENERAL TERMS AND CONDITIONS (continued)

12. FACILITIES

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

13. INTERNET WEBSITE

Seller has established an Internet website that will be available through subscription to any existing or potential Customer on Seller's system. Seller's Internet website shall contain information relevant to the availability of capacity on Seller's system. Seller's Internet website will be provided at StagecoachStorage.com. Access is available to any party upon execution of an Internet Website Subscription Form; copies of the Internet Website Subscription Form are available on request by telephoning Latitude Technologies at (972) 747-1983. Seller shall notify Customer of any change to its Internet website procedures. Seller may also charge a fee to users of the Internet website to recover variable costs associated with the Internet website

Seller shall maintain daily backups of all storage transactional files and archive them for a period of three (3) years pursuant to Commission regulations, and shall allow any customer access to such historical information, for a reasonable fee, within a reasonable period of any such request.

14. RESPONSIBILITY FOR ASSOCIATED TRANSPORTATION

The transportation of quantities to be stored hereunder to and from the Point of Injection/Withdrawal is solely the Customer's responsibility.

15. TITLE TRANSFERS OF GAS IN STORAGE

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

Substitute Original Sheet No. 105 Substitute Original Sheet No. 105 : Effective

GENERAL TERMS AND CONDITIONS (continued)

(a) Both purchaser and seller of the Working Storage Gas provides Central New York Oil And Gas Company, LLC with verification of the transfer in writing; and

(b) The purchase does not cause either Customer to exceed its Maximum Storage Quantity, as specified in each Customer's Agreement.

15.2 Central New York Oil And Gas Company, LLC will recognize the transfer for purposes of computing available Working Storage Gas and applicable Injection and Withdrawal Quantities on a prospective basis within 24 hours after receiving the written verification required by Section 15.1(a).

16. OPERATIONAL FLOW ORDERS ("OFOs")

16.1 General. Seller, in its discretion, shall have the right to issue OFOs when in its judgement it is necessary to maintain or restore the operational integrity of Seller's storage system. Seller will not be required to issue an OFO to redeliver Gas to any Customer that has not Tendered Equivalent Quantities of Gas to Seller's storage system.

16.2 Forms of OFOs. An OFO may:

(a) direct any Customer to increase/decrease quantities injected or withdrawn or increase/decrease pressures at a Point of Injection/Withdrawal, in accordance with Section 16.4, below; or

(b) implement verbal arrangements with transporters; or

(c) enable Seller to take or require any other actions as may be deemed necessary by Seller in its judgement in order to maintain the operational integrity of Seller's storage system.

Effective Date: 10/01/2002 Status: Effective
FERC Docket: RP02-480-000

First Revised Sheet No. 106 First Revised Sheet No. 106 : Effective
Superseding: Substitute Original Sheet No. 106
GENERAL TERMS AND CONDITIONS (continued)

16.3 OFO Operations Conditions. OFOs may be issued in any of the following circumstances:

(a) to alleviate conditions that threaten the operational integrity of Seller's storage system; or

(b) to maintain minimum necessary pressures for storage operations.

The OFO will remain in effect until the operational condition requiring its issuance has been remedied.

16.4 Condition to Firm Service Agreements.

Seller may issue an effective OFO to any Customer under Rate Schedule FSS to (1) increase/decrease quantities Tendered to Seller for storage at the Point of Injection/Withdrawal, up to customer's Maximum Daily Injection Quantity; (2) increase/decrease quantities requested to be withdrawn from storage at the Point of Injection/Withdrawal, up to Customer's Maximum Daily Withdrawal Quantity. Customer will be required to comply with such OFO within twenty-four (24) hours prior notice.

16.5 OFO Notice, Contents and Procedures. Seller shall issue an OFO as expeditiously as is reasonably practicable in the circumstances, utilizing electronic communication, (information transmitted via Seller's Internet website, electronic delivery mechanism prescribed

Effective Date: 10/01/2002 Status: Effective

FERC Docket: RP02-480-000

First Revised Sheet No. 107 First Revised Sheet No. 107 : Effective

Superseding: Original Sheet No. 107

GENERAL TERMS AND CONDITIONS (continued)

by NAESB or other mutually agreed communication methodologies used to transmit and receive information, including communication by telephone). Seller shall post and provide Customers with updated information concerning the status of operational variables related to the OFO as soon as it is available. Each OFO will contain the following provisions:

- (a) time and date of issuance;
- (b) time that the OFO is considered to be effective (if no time is specified, the OFO shall be effective immediately);
- (c) duration of the OFO (if none is specified, the OFO will be effective until further notice);
- (d) the party or parties receiving the OFO;
- (e) the quantity of Gas required to remedy the operational condition requiring the issuance of the OFO; and
- (f) any other terms Seller may reasonably require to ensure the effectiveness of the OFO.

16.6 Failure to Comply with OFO. If Customer or agent fails to comply with the terms of an OFO, for any reason other than force majeure on an upstream or downstream pipeline, such Customer shall be: (a) liable for any damages including, but not limited to direct, consequential, exemplary or punitive damages incurred by Seller or any other affected party as a result of such failure. Notwithstanding anything to the contrary in this Section 16.6, if Customer is required to make a nomination pursuant to an OFO, unless critical circumstances dictate otherwise, no damages and/or penalties will be assessed unless Customer is given the opportunity to correct the circumstances giving rise to the OFO.

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

Substitute Original Sheet No. 108 Substitute Original Sheet No. 108 : Effective

GENERAL TERMS AND CONDITIONS (continued)

16.8 Seller's Scheduling Authority. Seller shall have the right to act as a scheduling agent for a Customer's account if (a) the Customer refuses to schedule Gas injections or withdrawals as specified by an OFO issued pursuant to Section 16.4(a); or (b) if Seller requires additional quantities in less than the twenty-four (24) hour notice period normally required for an OFO, and the Customer has refused verbal request to schedule the required quantity of Gas.

17. OFF-SYSTEM CAPACITY.

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

18. PENALTY REVENUE CREDITING.

Each Month, Seller will determine the amount of penalty revenues it has received for the Month, including any OFO damages paid by Customers pursuant to Section 16 of these General Terms and Conditions and the value of Gas retained pursuant to Rate Schedule FSS Sections 2(f) and 8 and Rate Schedule ISS Section 7, in each case, net of costs. Seller will credit the net amount of penalty revenues to those Customers under Rate Schedule FSS and Rate Schedule ISS that were not billed penalties during the applicable Month ("Non-Offending Shippers"). Each Non-Offending Shipper's credit shall be based on the ratio of the actual revenue collected from the Non-Offending Shipper for the Month divided by the actual revenue collected from all Non-Offending Shippers for the Month. Each Non-Offending Shipper's credit shall be paid as a billing adjustment, including documentation to the billing of charges for service during the following Month.

Effective Date: 12/01/2001 Status: Effective

FERC Docket: CP00- 61-001

Original Sheet Nos. 109-119 Original Sheet Nos. 109-119 : Effective

SHEET NOS. 109-119 RESERVED FOR FUTURE USE

Effective Date: 02/06/2006 Status: Effective

FERC Docket: RP06-171-000

First Revised Sheet No. 120 First Revised Sheet No. 120 : Effective

Superseding: Superseding Original Sheet No. 120

Central New York Oil And Gas Company, LLC
SERVICE REQUEST FORM

Send to: Central New York Oil And Gas Company, LLC
("Seller")

Attention: Commercial Operations
Two Brush Creek Blvd., Suite 200
Kansas City, MO 64112

Date Received

Attention: Commercial Operations
Telephone: 816-842-8181
Facsimile No.: 816-531-0746

NOTE: A check, if required by Section 2.1, must accompany each Storage Service Request to be valid.

INFORMATION REQUIRED FOR VALID STORAGE REQUEST

NOTE: ANY CHANGE IN THE FACTS SET FORTH BELOW, WHETHER BEFORE OR AFTER SERVICE BEGINS, MUST BE PROMPTLY COMMUNICATED TO SELLER IN WRITING.

1. Requestor: (Do not complete if same as Customer, see No. 3 below)
Requestor's
Name: _____

2. Is Requestor affiliated with Seller? YES _____ NO _____

If yes, type of affiliation and the percentage of ownership between Seller and Requestor _____

3. Customer's Name and Address: (Note: The "Customer" is the party which proposes to execute the Storage Agreement with Seller).

Attention: _____ Telephone
(____) _____

Address for

Statements

& Invoices

Attention: _____ Telephone

Effective Date: 12/01/2001 Status: Effective

FERC Docket: CP00- 61-001

Original Sheet No. 121 Original Sheet No. 121 : Effective

SERVICE REQUEST FORM (continued)

For all

Other Matters

Attention: _____ Telephone
(____) _____

Dispatch & Control Representative

Telephone No. (____) _____ Telecopier
(____) _____

Is Customer affiliated with Seller? YES _____ NO _____

If yes, type of affiliation and the percentage of ownership between Seller and Customer

5. Customer is a(n): (Check One)

____ Local Distribution Company _____
Producer _____
____ Intrastate Pipeline Company _____ End-
User _____
____ Interstate Pipeline Company _____
Marketer/Broker _____
____ Other (Describe)

6. Customer is Acting: (Check One)

____ for Itself
____ as Agent for

7. This request is for: (Check One)

____ Firm Storage Service under Rate Schedule FSS
____ Interruptible Storage Service under Rate
Schedule ISS

8. Requested Storage Demand Withdrawal Quantity (SDWQ)
(FSS Only)

Service Category _____
Dekatherms per day* _____

* Storage Demand Withdrawal Quantity for all firm services must be determined in accordance with Seller's Rate Schedule FSS.

9. Requested Maximum Storage Quantity

____ Dekatherms (Shall not be less than 100,000
dth, except for volumes under Section 7 of Rate
Schedule FSS.)

Effective Date: 02/01/2007 Status: Effective
FERC Docket: CP07- 15-001

Third Revised Sheet No. 122 Third Revised Sheet No. 122 : Effective
Superseding: Superseding Second Revised Sheet No. 122

SERVICE REQUEST FORM (continued)

11. Requested Point(s) of Injection/Withdrawal (identify as applicable):

TGP Interconnect _____

12. Requested South Lateral Quantity:

Dekatherms per day _____ (equal to FSS Maximum Daily
Withdrawal Quantity)

13. Term of Service:

Date service is requested to commence:

Date service is requested to terminate:

14. Rate Information (Provide rate customer will agree to pay for service requested):

FIRM

Capacity Reservation Rate - Monthly	\$ _____	per dth
Injection Rate	\$ _____	per dth
Withdrawal Rate	\$ _____	per dth
South Lateral Reservation Rate - Monthly	\$ _____	per dth
Overrun Injection Rate	\$ _____	per dth
Overrun Withdrawal Rate	\$ _____	per dth
Base Gas Rate	\$ _____	per dth

INTERRUPTIBLE

Interruptible Storage Rate \$ _____ per
dth-day

15. Certified Statement:

By submitting this request, Customer certifies that Customer has or will have by the time of execution of an Agreement

with

Seller, title to, or the legal right to cause to be delivered to Seller, for Storage, the Gas which is to be stored and facilities or contractual rights which will cause such Gas to be delivered to and received from Seller.

16. Credit Evaluation: as required by Section 2.2(h) of the General Terms and Conditions.

THIS STORAGE SERVICE REQUEST IS HEREBY SUBMITTED
this _____ day of _____, _____.

By:

Telephone Number: (____) _____

Effective Date: 12/01/2001 Status: Effective

FERC Docket: CP00- 61-001

Original Sheet Nos. 123-129 Original Sheet Nos. 123-129 : Effective

SHEET NOS. 123 - 129 RESERVED FOR FUTURE USE

Effective Date: 12/01/2001 Status: Effective
FERC Docket: CP00-61-001

Original Sheet No. 130 Original Sheet No. 130 : Effective

FORM OF FSS SERVICE AGREEMENT
For Use Under Seller's Rate Schedule FSS

THIS AGREEMENT entered into as of the ____ day of _____, _____, by and between Central New York Oil And Gas Company, LLC, a New York limited liability company, hereinafter referred to as "Seller," and _____, hereinafter referred to as "Customer."

W I T N E S S E T H

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

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

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I
STORAGE SERVICE

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

Effective Date: 12/01/2001 Status: Effective
FERC Docket: CP00- 61-001

Original Sheet No. 131 Original Sheet No. 131 : Effective

FORM OF FSS SERVICE AGREEMENT (continued)

ARTICLE II
POINT OF INJECTION/WITHDRAWAL

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

ARTICLE III
TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a primary term commencing April 1, _____ or from such later date when Seller shall notify Customer that the storage facilities of Seller are completed and ready to accept deliveries for the account of Customer and ending March 31, _____.

ARTICLE IV
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FSS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, Original Volume No. 1, as filed with the Commission. Sections IV & V of Exhibit A hereto sets forth the applicable information as follows, which shall be utilized for transactions hereunder:
 - (a) Rates and Charges
 - (b) Additional charges which are applicable.

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

Effective Date: 05/11/2002 Status: Effective
FERC Docket: GT02- 14-000

First Revised Sheet No. 132 First Revised Sheet No. 132 : Effective
Superseding: Original Sheet No. 132
FORM OF FSS SERVICE AGREEMENT (continued)
FORM OF FSS SERVICE AGREEMENT (continued)

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

3. Further Agreement:

(Write None or specify the agreement).

ARTICLE V
NOTICE

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

Seller: Central New York Oil And Gas Company, LLC
10000 Memorial
Suite 530
Houston, Texas 77024
Fax: (713) 526-2365
Attention: Stagecoach Gas Storage Supervisor

Customer: _____

Effective Date: 12/01/2001 Status: Effective

FERC Docket: CP00- 61-001

Original Sheet No. 133 Original Sheet No. 133 : Effective

FORM OF FSS SERVICE AGREEMENT (continued)

ARTICLE VI
INCORPORATION BY REFERENCE

The provisions of Rate Schedule FSS and the General Terms and Conditions of Seller's FERC Gas Tariff, Original Volume No. 1, are specifically incorporated herein by reference and made a part hereof.

ARTICLE VII
MISCELLANEOUS

- 1. This Agreement supersedes and cancels the following contract between the parties hereto effective _____:
- 2. Replacement Customer. [If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]

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

Central New York Oil And Gas
Company, LLC

By

Its

(Customer)

By

Its

Effective Date: 02/01/2007 Status: Effective
FERC Docket: CP07- 15-001

Third Revised Sheet No. 134 Third Revised Sheet No. 134 : Effective
Superseding: Superseding Second Revised Sheet No. 134

FORM OF FSS SERVICE AGREEMENT (continued)

EXHIBIT "A"
to
Agreement between
Central New York Oil And Gas Company, LLC (Seller)
and

_____ (Customer)

Dated _____

I. MAXIMUM DAILY INJECTION QUANTITY: _____ dth

II. MAXIMUM DAILY WITHDRAWAL QUANTITY: _____ dth

III. MAXIMUM STORAGE QUANTITY: _____ dth

IV. POINT OF INJECTION/WITHDRAWAL _____

V. SOUTH LATERAL QUANTITY _____ dth

VI. RATES AND CHARGES (Monthly)

Capacity Reservation Rate	\$ _____	per dth
Injection Rate	\$ _____	per dth
Withdrawal Rate	\$ _____	per dth
South Lateral Reservation Rate	\$ _____	per dth
Overrun Injection Rate	\$ _____	per dth
Overrun Withdrawal Rate	\$ _____	per dth
Base Gas Rate	\$ _____	per dth

VII. ADDITIONAL CHARGES - pursuant to Section 5 of Rate Schedule
FSS

Effective Date: 12/01/2001 Status: Effective

FERC Docket: CP00- 61-001

Original Sheet No. 135 Original Sheet No. 135 : Effective

SHEET NO. 135 RESERVED FOR FUTURE USE

Effective Date: 12/01/2001 Status: Effective
FERC Docket: CP00- 61-001

Original Sheet No. 136 Original Sheet No. 136 : Effective

FORM OF ISS SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule ISS)

THIS AGREEMENT entered into as of the ____ day of _____, _____, by and between Central New York Oil And Gas Company, LLC, a New York limited liability company, hereinafter referred to as "Seller," and _____, hereinafter referred to as "Customer."

W I T N E S S E T H

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

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

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I
STORAGE SERVICE

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

FORM OF ISS SERVICE AGREEMENT (continued)

ARTICLE II
POINT OF INJECTION/WITHDRAWAL

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

ARTICLE III
TERM OF AGREEMENT

1. This Agreement shall be effective for an initial period as of the date first written above until _____, and _____ to _____ thereafter, until terminated by Seller or Customer upon _____ prior written notice to the other specifying a termination date at the end of such period or any successive period thereafter. The period of service hereunder shall be from _____ until the termination of this Agreement.

ARTICLE IV
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule ISS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, Original Volume No. 1, as filed with the Commission. Sections IV & V of Exhibit A hereto sets forth the applicable information as follows, which shall be utilized for transactions hereunder:
 - a. Rates and Charges
 - b. Additional charges which are applicable.

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

Effective Date: 05/11/2002 Status: Effective
FERC Docket: GT02- 14-000

First Revised Sheet No. 138 First Revised Sheet No. 138 : Effective
Superseding: Original Sheet No. 138
FORM OF ISS SERVICE AGREEMENT (continued)

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

3. Further Agreement:
(Write None or specify the agreement).

ARTICLE V
NOTICE

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

Seller: Central New York Oil And Gas Company, LLC
10000 Memorial
Suite 530
Houston, Texas 77024
Fax: (713) 526-2365
Attention: Stagecoach Gas Storage Supervisor

Customer: _____

Effective Date: 02/06/2006 Status: Effective
FERC Docket: RP06-171-000

First Revised Sheet No. 139 First Revised Sheet No. 139 : Effective
Superseding: Superseding Original Sheet No. 139

FORM OF ISS SERVICE AGREEMENT (continued)

ARTICLE VI
INCORPORATION BY REFERENCE

The provisions of Rate Schedule ISS and the General Terms and Conditions of Seller's FERC Gas Tariff, Original Volume No. 1, are specifically incorporated herein by reference and made a part hereof.

ARTICLE VII
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective _____:

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

Central New York Oil And Gas Company, LLC

By _____

Its _____

(Customer)

By _____

Its _____

Effective Date: 02/01/2007 Status: Effective
FERC Docket: CP07- 15-002

Second Revised Sheet No. 140 Second Revised Sheet No. 140 : Effective
Superseding: Superseding First Revised Sheet No. 140

FORM OF ISS SERVICE AGREEMENT (continued)

EXHIBIT "A"
to
Agreement between

Central New York Oil And Gas Company, LLC (Seller)
and

_____ (Customer)

Dated _____

I. MAXIMUM DAILY INJECTION QUANTITY: _____ dth

II. MAXIMUM DAILY WITHDRAWAL QUANTITY: _____ dth

III. MAXIMUM STORAGE QUANTITY: _____ dth

IV RATES AND CHARGES

Interruptible Storage Rate \$ _____ per dth-day

South Lateral Charge \$ _____ per dth

