

Richfield Gas Storage System: Substitute Volume No. 1
Title Page : Superseded

FERC GAS TARIFF
SUBSTITUTE VOLUME NO. 1
OF
RICHFIELD GAS STORAGE SYSTEM
FILED WITH THE
FEDERAL ENERGY REGULATORY COMMISSION

Communications concerning this Tariff should be addressed to:

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Second Revised Sheet No. 1 Second Revised Sheet No. 1 : Effective
Superseding: First Revised Sheet No. 1
CANCELLATION OF ENTIRE TARIFF

Notice is hereby given that effective June 21, 1998,
FERC Gas Tariff of Richfield Gas Storage System is to be canceled.

Effective Date: 04/15/1993 Status: Effective

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Original Sheet No. 2 Original Sheet No. 2 : Superseded

Preliminary Statement

Richfield Gas Storage System is a natural gas storage and pipeline project formed under the laws of the State of Oklahoma and is principally engaged in the business of storing natural gas for use in intra- and interstate commerce subject to the jurisdiction of the Federal Energy Regulatory Commission. The storage system is located in Stevens and Morton Counties, Kansas, and is connected to Northern Natural Gas Company, Panhandle Eastern Pipe Line Company, and Colorado Interstate Gas Company.

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Original Sheet No. 3 Original Sheet No. 3 : Superseded

Richfield Gas Storage System

System Map

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First Revised Sheet No. 4 First Revised Sheet No. 4 : Superseded

Superseding: Original Sheet No. 4

SCHEDULE OF RATES

FSS-1 Rate Schedule 1/

	Annual	Maximum Rate Monthly	Daily	Minimum Rate
Reservation Charge 2/		\$2.71	\$.08915	\$0
Capacity Charge 3/	\$0.39	.03253	.00107	0
Quantity Delivery Charge			.025	0
Quantity Redelivery Charge			.025	0
Winter Delivery Charge			.26	0
Authorized Overrun Service			.025	0
Fuel Reimbursement 4/		1.5%		0

- 1 All quantities of natural gas are measured, nominated, confirmed, scheduled, allocated and billed in Dekatherms (Dth).
- 2 Reservation Charge is paid on a monthly basis. The monthly payment is equal to the monthly Reservation Charge multiplied by the Maximum Daily Firm Deferred Quantity.
- 3 Capacity Charge is paid annually at the beginning of the Summer Period. Payment is equal to the Maximum Storage Capacity multiplied by the annual Capacity Charge.
- 4 The Fuel Reimbursement calculation is $(1 - \text{Fuel Reimbursement \%} / 100)$ multiplied by the quantities received. When the fuel reimbursement method is fuel in-kind, the results of the Fuel Reimbursement calculations for the nomination process shall be rounded to the nearest dekatherm or Gigajoule (Canada).

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First Revised Sheet No. 5 First Revised Sheet No. 5 : Superseded

Superseding: Original Sheet No. 5

ISS-1 Rate Schedule 1/

Maximum Rate 2/ Minimum Rate 2/

Commodity Charge

Quantity Delivery Charge

Quantity Redelivery Charge

Winter Delivery Charge

Fuel Reimbursement 3/ 1.5%

- 1 All quantities of natural gas are measured, nominated, confirmed, scheduled, allocated and billed in Dekatherms (Dth).
- 2 ISS-1 rates are negotiated. No rates are posted because no ISS-1 rates have been negotiated.
- 3 The Fuel Reimbursement calculation is $(1 - \text{Fuel Reimbursement \%} / 100)$ multiplied by the quantities received. When the fuel reimbursement method is fuel in-kind, the results of the Fuel Reimbursement calculations for the nomination process shall be rounded to the nearest dekatherm or Gigajoule (Canada).

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First Revised Sheet No. 6 First Revised Sheet No. 6 : Superseded
Superseding: Original Sheet No. 6
FSS-1 RATE SCHEDULE

Firm Storage Service

1. AVAILABILITY

This FSS-1 Rate Schedule is available to any Customer with an effective Firm or Interruptible Transportation or Sales Service agreement on any connecting pipeline. Customer must also have an effective FSS-1 Agreement (FSS-1 Agreement) with Richfield in the form included in this FSS-1 Rate Schedule prior to service commencing under this FSS-1 Rate Schedule.

Summer Period - Richfield shall accept natural gas quantities, delivered by Customer under rate schedules of any connected pipeline or pipelines during the Summer Period. Such quantities shall be held in an account and shall be made available to Customer during the Winter Period as defined below.

Winter Period - Customer shall have access to the natural gas quantities held in its account during the Winter Period. Delivery of such quantities shall be accomplished under Customer's IT or FT Transportation Service Agreement.

Customer shall comply with the provisions of this FSS-1 Rate Schedule and the terms of its FSS-1 Agreement. Customer shall pay the maximum rate for service herein as set forth in this FSS-1 Rate Schedule unless a lower rate is established in the FSS-1 Agreement or in an amendment thereto.

The daily capacity available for service pursuant to this FSS-1 Rate Schedule shall be the Maximum Daily Firm Deferred Quantity specified in Customer's FSS-1 Agreement. Natural gas received by Richfield for Customer's account during the Summer Period or natural gas made available from Customer's account for delivery by Richfield to Customer during the Winter Period shall be as specified in the FSS-1 Agreement.

2. APPLICABILITY AND CHARACTER OF SERVICE

Service under this FSS-1 Rate Schedule shall be firm up to Customer's Maximum Daily Firm Deferred Quantity as specified in Section 4 of this FSS-1 Rate Schedule and set forth in Customer's FSS-1 Agreement. This FSS-1 Rate Schedule shall provide Customer the ability to have natural gas quantities delivered to Richfield under any connected pipeline tariff.

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Summer Period - Customer shall be entitled to nominate a quantity of natural gas up to its Maximum Daily Firm Deferred Quantity. Upon acceptance of such nomination by Richfield, Customer shall deliver to Richfield quantities pursuant to the FSS-1 Agreement.

Winter Period - Customer shall be entitled to nominate a quantity of natural gas up to its Maximum Daily Firm Deferred Quantity. Upon acceptance of such nomination or a portion thereof by Richfield, Richfield shall make available at the Delivery Point the quantity of natural gas pursuant to the FSS-1 Agreement.

Deliveries to and receipts from Customer's account under this FSS-1 Rate Schedule shall not be subject to interruption except as provided herein. Transportation service required to effectuate service shall be subject to all restrictions and conditions set forth in Customer's Transportation Service Agreement, Transportation Rate Schedule, Sales Service Agreement or Sales Rate Schedule with any connected pipeline.

3. MAXIMUM STORAGE CAPACITY

Richfield offers all Customers a total annual cycle quantity for service under this FSS-1 Rate Schedule of 3.5 Bcf. Winter and Summer Period withdrawals and injections will be limited to the Maximum Storage Capacity specified in Exhibit A of Customer's FSS-1 Agreement. Richfield annually shall evaluate its capability to provide service under this FSS-1 Rate Schedule and shall reflect any changes in the amount and length of service it may provide by filing such changes with the FERC.

4. MAXIMUM DAILY FIRM DEFERRED QUANTITY

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The Maximum Daily Firm Deferred Quantity (MDFDQ) is specified in Exhibit A of Customer's FSS-1 Agreement. The MDFDQ shall be limited to 40% of the Maximum Storage Capacity divided by 25. The MDFDQ may be changed by Customer for any given contract year by submitting said change in writing to Richfield by the first day of February of the preceding Contract Year.

5. Authorized Overrun Quantity

Upon prior request of Customer and at Richfield's option, Customer may tender and Richfield may accept on any day quantities of gas in excess of Customer's Maximum Daily Firm Deferred Quantity for delivery into or redelivery from storage. To the extent that any such authorized overrun exhausts Customer's Maximum Storage Capacity the Maximum Daily Firm Deferred Quantity shall be subject to reduction. Richfield shall have the right to interrupt all or part of the excess quantity nominated as the operation of its storage facilities may require in which event Richfield shall notify Customer. For quantities of Authorized Overrun service, the Quantity Redelivery Charge shall apply.

6. CAPACITY RELEASE

(a) Right of Customers to Release Capacity. An FSS-1 Customer may release its right to capacity, in whole or in part, on a permanent or short-term basis, and on a firm or interruptible basis. However, an FSS-1 Customer may not release its right to capacity, and a Replacement Customer may not re-release such capacity, for a period extending beyond the term of the FSS-1 Customer's FSS-1 Service Agreement. Richfield shall allow re-releases on the same terms and basis as the primary release (except as prohibited by regulations). There is no limit on the number of times the same capacity may be released. If capacity is released on an interruptible basis, the Customer acquiring that capacity obtains, with respect thereto, a priority of service therefor that dates from the effective date of the release.

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Superseding: Original Sheet No. 9

(b) Obligations of Customers for Payment of Charges. A Customer (including a Replacement Customer) who releases its right to capacity on an interruptible or short term basis or for a period less than the remaining term of the FSS-1 Service Agreement remains responsible for compliance with all terms and conditions of the FSS-1 Service Agreement, which shall remain in effect, and for payment to Richfield of all rates, charges, penalties, and fees payable for service rendered using the released capacity. If any rate, charge, penalty or fee paid to Richfield by a Replacement Customer is less than the amount of such rate, charge, penalty, or fee due from the Releasing Customer, the Releasing Customer shall pay Richfield the difference.

(c) Notification to Richfield. To release its capacity rights, a Customer must notify Richfield of the terms and conditions of the release. Such Release Notice is binding until written or electronic notice of withdrawal is received by Richfield. A Releasing Customer has the right to withdraw its Release Notice during the posting period, where unanticipated circumstances justify and no minimum bid has been made.

In the Release Notice the Releasing Customer must specify:

- (1) The effective date or dates of the release.
- (2) The quantity or quantities subject to release.
- (3) The minimum acceptable rate expressed in dollars and cents or percent of maximum rate. Releasing Customer has a choice to specify dollars and cents or percents of maximum tariff rate in the denomination of bids and Richfield supports this. Once the choice is made by the Releasing Customer, the bids should comport with the choice.
- (4) Whether the capacity is offered on a permanent or temporary basis, and on a firm or interruptible basis.
- (5) The conditions, if any, upon which the Releasing Customer may recall the capacity, as well as methods and rights associated with returning the previously recalled capacity to the Replacement Customer. Such reput method and rights should be specified at the time of the assignment. Reput method and rights are individually negotiated between the Releasing Customer and Replacement Customer.

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Original Sheet No. 9A Original Sheet No. 9A : Superseded

- (6) Any other conditions upon the release of the capacity. Such conditions must be reasonable and non-discriminatory, such as the economic criteria for evaluating bids, whether volumetrically stated bids will be accepted, whether a volumetric commitment is required, and alternative methods for breaking ties; provided, however, the Releasing Customer may not specify conditions which are in conflict with the Agreement, the applicable Rate Schedule, or these General Terms and Conditions.

- (7) The identity of a Designated Replacement Customer, the terms and conditions of the agreement under which that Customer was designated, and the rates and charges the Designated Replacement Customer has agreed to pay.

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Revised First Revised Sheet No. 10 Revised First Revised Sheet No. 10 : Superseded
Superseding: Original Sheet No. 10

(d) Posting. Richfield will post the information provided in each Release Notice, upon receipt; unless Releasing Customer requests otherwise, provided, however, if the Releasing Customer notifies Richfield in the Release Notice that it has arranged for the assignment of its Agreement to a Designated Replacement Customer which has agreed to an assignment with a term of not more than thirty-one (31) days, the posting shall commence by 9 a.m. Central Time on the day of nomination. If a Releasing Customer requests a posting time, Richfield shall support such request insofar as it comports with the standard timeline set forth in Section 6(e)(4). A Releasing Customer should not be able to specify an extension of the original posting period or the pre-arranged assignment match period, without posting a new Release Notice.

(e) Bidding For Assignments.

- (1) Richfield will post the information provided in each bid to accept assignment of the Agreement under the conditions posted in conjunction with a Release Notice. In order to submit a valid bid, any party, including a Designated Replacement Customer, must be on the approved bidders list. Designated Replacement Customer shall initiate confirmation of prearranged assignments.
- (2) To be on the approved bidders list, a party must meet the provisions of Section 10 of these General Terms and Conditions and must have executed a Capacity Release Service Agreement with Richfield in the form as set forth in this Tariff (Capacity Release Service Agreement). A party shall remain on the approved bidders list until such party notifies Richfield to the contrary, no longer meets the credit qualifications in Section 10 of these General Terms and Conditions or is suspended from the approved bidders list in the event and for such time as such party fails to pay part or all of the amount of any bill for service in accordance with Section 5 of these General Terms and Conditions.
- (3) No bids will be accepted for Agreements where the Releasing Customer notifies Richfield in its Release Notice that it has arranged for the assignment of its Agreement to a Designated Replacement Customer that is on the approved bidders list, which has agreed to pay the applicable maximum rate for the service and which has agreed to all other conditions applicable to the assignment, or for assignments made to a Designated Replacement Customer which has agreed to a term for the assignment of not more than thirty-one (31) days. Such assignments for which no bids will be accepted shall be posted on Richfield's EBB by 9 a.m. on the day of nomination.

Original Sheet No. 10A Original Sheet No. 10A : Superseded

- (4) The following Capacity Release timeline is applicable to all parties involved in the Capacity Release process; however, it is only applicable if 1) all information provided by the parties to the transaction is valid and the Replacement Customer has been determined to be creditworthy before the Capacity Release bid is tendered and 2) there are no special terms or conditions of the release. All stated times are Central Time.
- (i) Short-term Releases (less than five months)
- On the Day Before Nominations
- 1:00 p.m. Time by which Releasing Customer shall post the Release Notice on Richfield's EBB
- 2:00 p.m. Bidding period ends
Evaluation period begins during which any contingency is eliminated, determination of best bid is made and ties are broken
- 3:00 p.m. Evaluation period ends
Match or award is communicated to Designated Replacement Customer
- 4:00 p.m. Match response is due Designated Replacement Customer
- 5:00 p.m. Award posting to Replacement Shipper or Designated Replacement Shipper
- (ii) Longer Term Releases (five months or more)
- The timeline is the same as short-term releases except that the Releasing Customer shall post the Release Notice on Richfield's EBB by 1:00 p.m. Central Time four (4) business days before the bidding period ends. The bidding period ends at 2:00 p.m. on the day before nominations are due.
- (5) A party may submit only one bid at a time in response to a Release Notice. Bids shall be binding until written or electronic notice of withdrawal is received by Richfield, prior to the close of the posting period specified herein, and without prejudice to its submitting another bid with an economic value equal to or greater than the

economic value of the withdrawn bid. Bids cannot be withdrawn after the posting period ends. Bids to accept assignment will be posted on Richfield's EBB with the bidder's identity deleted.

(f) Selection of Replacement Customer

- (1) The Addendum to the Capacity Release Service Agreement will be provided by 10 a.m. on the day of nomination to the Replacement Customer whose bid provides the greatest economic value, as defined by the Releasing Customer in accordance with Section 6(c) (6) or, if the Releasing Customer does not specify a method of determining economic value, the economic value will be determined by utilizing the present value method, and whose bid meets all the conditions placed upon the assignment by the Releasing Customer as provided for in Section 6(c). If the bids of two or more Replacement Customers provide the same economic value and both meet all the conditions placed upon the assignment, Richfield will tender the Addendum to the Capacity Release Service Agreement to the Replacement Customer who submitted its bid first unless, in accordance with Section 6(c), the Releasing Customer has specified an alternative method for breaking ties, in which event the method specified by the Releasing Customer shall be used. When Richfield makes awards of capacity for which there have been multiple bids meeting minimum conditions, Richfield shall award the bids, best bid first, until all offered capacity is awarded.
- (2) If the Releasing Customer has notified Richfield in the Release Notice that it has arranged a Designated Replacement Customer who has agreed to pay less than the applicable maximum rate for the service, and no party submits a bid for the assignment providing greater economic value, Richfield will provide the Addendum to the Capacity Release Service Agreement to the Designated Replacement Customer by 10 a.m. on the day of nomination.
- (3) If the Releasing Customer has notified Richfield in the Release Notice that it has arranged a Designated Replacement Customer who has agreed to pay less than the applicable maximum rate for the

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service, the Designated Replacement Customer may match the bid that has the greatest economic value within the time period specified in Section 6(e)(4).

(4) Richfield shall post the winning bid and bidder on its EBB for ninety (90) days.

(g) Permanent Replacement Customers. If a Customer releases all of its capacity on a firm, permanent basis --

(1) that Customer's FSS-1 Service Agreement with Richfield shall expire on the date upon which the Replacement Customer's FSS-1 Service Agreement takes effect;

(2) the Replacement Customer must meet the creditworthiness criteria in Section 10 of the General Terms and Conditions of Richfield's FSS-1 tariff; and

(3) the Replacement Customer must execute an FSS-1 Service Agreement with Richfield.

(h) Recall of Released Capacity. If a Releasing Customer has reserved a right to recall released capacity and wishes to recall capacity to be effective for a day, the notice should be provided to Richfield and the Replacement Customer(s) or the Designated Replacement Customer no later than 8:00 a.m. Central Time on nomination day. There shall be no partial day recalls of capacity. Richfield shall support the function of reputting by Releasing Customers.

(i) Application of Payments. Payments to Richfield by a Replacement Customer for released capacity shall be applied as follows: (i) Richfield shall retain amounts equal to the Releasing Customer's Quantity Delivery Charge, Quantity Redelivery Charge, or Authorized Overrun Charge, whichever is applicable, together with any Winter Delivery Charge or Fuel Reimbursement Charge due in respect of the released capacity; (ii) Richfield will credit the balance to Reservation and Capacity Charges due from the Replacement Customer; and (iii) Richfield shall remit any remaining balance to the Releasing Customer.

(j) Offers to Purchase Capacity. An offer to purchase released capacity from an FSS-1 Customer may be tendered by any person who (i) meets the creditworthiness criteria set forth in Section 10 of the General Terms and Conditions of Richfield's FSS-1 tariff; (ii) has an effective Firm or Interruptible Transportation or Sales Service Agreement on a connecting pipeline; and (iii) is otherwise eligible to become a Replacement Customer. The offer to purchase must be made by written notification to Richfield, setting forth the following information --

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- (1) The identity of the person making the offer, together with sufficient information about such person to enable Richfield to determine whether such person meets the creditworthiness criteria.
- (2) The quantity or quantities of capacity such person desires to purchase.
- (3) The rate or rates such person is offering to pay for the capacity.
- (4) The duration of the service to which the offer pertains, and whether such capacity is sought on a firm or interruptible basis.
- (5) The conditions, if any, upon which the seller of the capacity may recall it.
- (6) Any other terms and conditions upon which the offer is contingent.
- (7) Such other pertinent information as Richfield may request.

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- (k) An FSS-1 Customer may not rollover, extend, or in any manner continue a short-term release of a right to capacity without complying with the provisions of this Section 6. An FSS-1 Customer may not re-release capacity to the same Designated Replacement Customer under this subparagraph within 30 days of the expiration of a prior short-term release to that Customer.

7. RATES AND CHARGES

The rates and charges for service under this FSS-1 Rate Schedule shall include each of the following:

- (a) Reservation Charge - The Reservation Charge set forth on Sheet No. 4 of this Tariff is paid on a monthly basis and the payment is equal to the monthly Reservation Charge multiplied by the Maximum Daily Firm Deferred Quantity.
- (b) Quantity Delivery Charge - The Quantity Delivery Charge set forth on Sheet No. 6 of this Tariff shall apply to all quantities received by Richfield for Customer's account during the Summer Period.
- (c) Quantity Redelivery Charge - The Quantity Redelivery Charge set forth on Sheet No. 6 of this Tariff shall apply to all quantities withdrawn by Richfield for Customer's account during the Winter Period.
- (d) Winter Delivery Charge - The Winter Delivery Charge set forth on Sheet No. 6 of this Tariff shall apply to all quantities received by Richfield for Customer's account during the Winter Period.
- (e) Capacity Charge - The Capacity Charge is an annual charge determined by multiplying the Maximum Storage Capacity by the annual Capacity Charge set forth on Sheet No. 4 of this Tariff. Capacity Charge is to be paid at the beginning of each Summer Period.

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- (f) Fuel Reimbursement - Gas quantities accepted by Richfield at the Point of Delivery or Redelivery shall be adjusted to reflect a one-time fuel adjustment equal to a percentage of the daily quantity received by Richfield, which percentage is set forth on Sheet No. 4 of this Tariff.
- (g) Flexibility - All rates for service herein shall be flexible and not greater than the maximum level shown on Sheet No. 6 of this Tariff. Richfield shall have the right to charge the maximum rate at any time as a condition of new service or a continuation of service beyond the termination date set forth in Customer's FSS-1 Agreement. Richfield shall make all filings required by government regulations with respect to charging a rate less than the maximum rate.
- (h) The monthly bill for service under this FSS-1 Rate Schedule shall be the sum of (1) the product of the monthly Reservation Charge provided for in this FSS-1 Rate Schedule and the Maximum Daily Firm Deferred Quantity provided for in this FSS-1 Rate Schedule and (2) the product of the Quantity Charge(s) provided for in this FSS-1 Rate Schedule and the quantities received by Richfield from Customer for such month during the Summer Period or the quantities made available by Richfield to Customer from its account during such month for the Winter Period. In addition, Customer shall pay any other charges which are applicable under this FSS-1 Rate Schedule.

8. CURTAILMENT

If, due to any cause whatsoever, Richfield's capability to redeliver quantities is impaired so that Richfield is unable to receive or redeliver the quantities provided for in its FSS-1 Agreements with Customers, then capacity will be allocated on a pro rata basis among all firm customers requesting delivery or redelivery.

9. RIGHT OF FIRST REFUSAL

(a) Right of First Refusal at End of Contract Term.
Richfield may discontinue service to a Customer at the end of the primary term or any renewed term of the Customer's FSS-1 Agreement unless (i) the Customer exercises any applicable renewal right in the FSS-1 Agreement; or (ii) in

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the case of a long term FSS-1 Agreement, the Customer exercises its right of first refusal for the capacity covered by the FSS-1 Agreement by matching the terms of the highest bid offered to Richfield for such capacity by any qualified prospective Successor Customer during the open season held to allocate such capacity. In determining which bid for the capacity is the highest, Richfield will use the present value formula set forth in Section 3 of the General Terms and Conditions of this Tariff, except that a bid for capacity for a period in excess of 20 years shall be evaluated as if it were a bid for a period of 20 years. A "long term FSS-1 Agreement," as that term is used in this section, is an FSS-1 Agreement having a primary term greater than one year. A prospective Successor Customer is "qualified," within the meaning of this section, if such prospective Successor Customer meets the creditworthiness criteria set forth in Section 10 of the General Terms and Conditions of Richfield's FSS-1 tariff.

(b) Open Season. When a Customer or Richfield provides notice that a long term FSS-1 Agreement will terminate at the conclusion of its primary term or any renewed term, Richfield will, within 30 days of receiving or giving such notice, post on its Electronic Bulletin Board, information describing the capacity and its availability. Such information shall include the amount of capacity, the maximum rate or rates therefor, and the date upon which the capacity will first be available. Bids for such available capacity will be received for a period of thirty (30) days, or such greater period as Richfield may specify, after the posting of such information. Richfield may reject any bids below the maximum rate.

(c) Exercise of Right of First Refusal. Upon expiration of the open season, Richfield will communicate the terms of the highest bid received from a qualified Successor customer to the current capacity holder, who may elect, within ten (10) business days or such greater time as Richfield may specify, to execute a renewal FSS-1 Agreement upon the same terms. If the current capacity holder elects not to match the terms of such highest bid, its FSS-1 Agreement will expire at the conclusion of its term, and Richfield may enter into a new FSS-1 Agreement with the qualified Successor Customer who submitted the bid.

(d) Continuation of Service. If, during the open season, Richfield receives no bids or rejects all bids, Richfield and the current capacity holder may negotiate for

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continuation of service under mutually satisfactory rates, terms, and conditions. In no event, however, will such continued service be provided at a rate lower than the highest rate bid by a qualified prospective Successor Customer during the open season without first giving the person who submitted that bid the right to match or exceed the rate negotiated with the current capacity holder.

10. GENERAL TERMS AND CONDITIONS

Applicable provisions of the storage service General Terms and Conditions of this Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this FSS-1 Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this FSS-1 Rate Schedule shall control.

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FIRM STORAGE SERVICE AGREEMENT
(FSS-1 AGREEMENT)

THIS AGREEMENT, made and entered into as of this _____ day of _____, by and between RICHFIELD GAS STORAGE SYSTEM, hereinafter called "Richfield," and _____, hereinafter called "Customer."

WHEREAS, Richfield proposes to construct, own and operate a natural gas storage system under authority of certificates of public convenience and necessity of the governing regulatory body; and

WHEREAS, Customer is in need of storage service to enable it to meet the peak day and Winter Period requirements of its customers during the _____ and subsequent heating seasons and is desirous of utilizing a portion of the gas storage capacity proposed to be constructed by Richfield; and

WHEREAS, Customer has an effective Firm or Interruptible Transportation or Sales Service Agreement with any connecting pipeline, containing Points of Delivery or Redelivery in Stevens or Morton County, Kansas or will have such an agreement upon the effective date hereof; and

WHEREAS, Richfield is willing to perform firm gas storage services for Customer in accordance with the terms and conditions set forth below;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, Customer and Richfield agree as follows:

ARTICLE I
DEFINITION OF TERMS

1.1 Maximum Daily Firm Deferred Quantity. Customer's Maximum Daily Firm Deferred Quantity is specified in Exhibit "A".

1.2 Maximum Storage Capacity. Customer's Maximum Storage Capacity is specified in Exhibit "A" and shall remain fixed for the term of this Agreement.

1.3 Delivery Schedule. Upon Customer's request, Richfield may, on any day, accept the quantity of gas tendered by Customer at the Point of Injection for

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injection into storage. However, and unless otherwise agreed, the total quantity of gas stored for Customer's account, at any time, shall not exceed Customer's Maximum Storage Capacity as set forth above.

1.4 Redelivery Schedule. Upon Customer's request, Richfield may withdraw quantities of gas from storage for Customer's account and tender such gas to Customer at the Point of Delivery and Redelivery.

1.6 Authorized Overrun Quantities. Upon prior request of Customer and at Richfield's option, Customer may tender and Richfield may accept on any day quantities of gas in excess of Customer's Maximum Daily Firm Deferred Quantity for delivery into or redelivery from storage.

1.9 Point of Delivery and Redelivery. The "Point of Delivery and Redelivery" where Customer shall deliver or cause Richfield to make deliveries of gas for storage hereunder and where Richfield shall make redeliveries of gas to Customer shall be at a Point of Interconnection to be constructed between the facilities of Richfield and a connecting pipeline.

ARTICLE II
FIRM STORAGE SERVICE

2.1 Subject to the provisions of this FSS-1 Agreement and any applicable transportation tariffs or rate schedules of pipelines connected with Richfield's facilities, Richfield agrees to inject, store, and withdraw gas from storage for the account of Customer.

ARTICLE III
APPLICABLE RATE SCHEDULE, INCORPORATION BY REFERENCE

3.1 Rate. The rates for Storage Service hereunder shall be as listed on Exhibit "A" which is attached hereto and made a part hereof.

3.2 Incorporation by Reference. This Agreement in all respects shall be subject to the provisions of FSS-1 Rate Schedule and to the applicable provisions of the FSS-1 Rate Schedule, attached hereto as Exhibit B and incorporated herein, filed with the governing regulatory

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-150-002

First Revised Sheet No. 19 First Revised Sheet No. 19 : Superseded
Superseding: Original Sheet No. 19
body (as they may be amended pursuant to Article VIII of this Agreement), all of which are by reference made a part hereof.

3.3 Changes in Rates and Terms. If the rates or terms of service are not otherwise fixed by contract, Richfield shall have the right to propose to the governing regulatory body such changes in its rates and terms of service as it deems necessary, and this Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same.

ARTICLE IV
TERM

4.1 Effective Date. This FSS-1 Agreement shall be come effective on .

4.2 Termination Date. This FSS-1 Agreement shall continue in full force and effect for a term of .

4.3 Termination Obligations. Termination of this FSS-1 Agreement shall not relieve Richfield and Customer of the obligation to correct any imbalances hereunder, or Customer of the obligation to pay money due hereunder to Richfield. In the event any quantities of gas remain in storage for Customer's account on the day this FSS-1 Agreement terminates, such remaining quantities shall be redelivered by Richfield to Customer, at no additional cost to Customer, as soon as practicable, but commencing not later than sixty (60) days after such termination.

ARTICLE V
CANCELLATION OF PRIOR CONTRACTS

5.1 Cancellation of Prior Contracts. When this FSS-1 Agreement becomes effective, it shall supersede and cancel any Precedent Agreement between the Parties hereto.

ARTICLE VI
REGULATION

6.1 Obtaining Requisite Governmental authorizations. This FSS-1 Agreement and the respective obligations of the parties, hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the FERC, and any state or local governmental agency having

Effective Date: 04/15/1993 Status: Effective
FERC Docket: CP92-285-002

Original Sheet No. 20 Original Sheet No. 20 : Superseded

jurisdiction, of requisite authorization for Richfield to provide the storage service contemplated hereby and to construct and operate the gas storage facilities necessary to provide such storage service and for any connected pipeline to transport natural gas and make deliveries and redeliveries necessary to effect the storage service provided for herein. The parties hereto shall promptly file for and diligently pursue all such governmental authorizations necessary for the implementation of this FSS-1 Agreement. If any final authorization granted to any such parties contains terms or conditions which in the judgment of Richfield or Customer for any such authorization are unacceptable, then either party may terminate this FSS-1 Agreement by giving the other ten (10) days prior written notice; provided however, that such written notice must be given within thirty (30) days after issuance of the final order which is deemed unacceptable.

ARTICLE VII
ADJUSTMENTS TO FSS-1 RATE SCHEDULE

7.1 Adjustments to FSS-1 Rate Schedule. Certain of the provisions of the FSS-1 Rate Schedule are to be adjusted for the purpose of this FSS-1 Agreement, as specified below: None.

ARTICLE VIII
NOTICES

8.1 Notices, Statements, and Bills. Any notice, statement, or bill provided for in this FSS-1 Agreement shall be in writing and shall be considered as having been given if had carried or if mailed by United States mail, postage prepaid, to the following addresses, respectively:

Effective Date: 04/15/1993 Status: Effective
FERC Docket: CP92-285-002

Original Sheet No. 21 Original Sheet No. 21 : Superseded

To Customer:

Invoices for Storage:

All Notices:

To Richfield:

Payments for Storage:

Richfield Gas Storage System
4200 E. Skelly Dr., Suite 1000
Tulsa, OK 74135

All Notices:

Richfield Gas Storage System
4200 E. Skelly Dr., Suite 1000
Tulsa, OK 74135
Attention: Storage Department

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on _____, 1992.

ATTEST: RICHFIELD GAS STORAGE SYSTEM

By: _____ By: _____

Title: _____

ATTEST: (Customer)

By: _____ By: _____

(Print or type name)

(Print or type title)

Effective Date: 04/15/1993 Status: Effective

FERC Docket: CP92-285-002

Original Sheet No. 22 Original Sheet No. 22 : Superseded

EXHIBIT "A"

to

FIRM STORAGE SERVICE AGREEMENT

between

RICHFIELD GAS STORAGE SYSTEM

and

_____ (Customer)

DATED: _____

Reservation Charge	Capacity Charge	Volume Delivery Charge	Volume Redelivery Charge
\$2.71	\$.39	\$.025	\$.025

Maximum Storage Capacity	Maximum Daily Firm Deferred Quantity
--------------------------	--------------------------------------

Authorized Overrun Charge

\$.025

Winter Delivery Charge

\$.26

Fuel Reimbursement

1.5%

Effective Date: 04/15/1993 Status: Effective

FERC Docket: CP92-285-002

Original Sheet No. 23 Original Sheet No. 23 : Superseded

ISS-1 Rate Schedule

Interruptible Storage Service

1. Availability

This ISS-1 Rate Schedule is available to any Customer with an effective firm or interruptible Transportation Service Agreement on any connecting pipeline. Customer must also have an effective ISS-1 Agreement with Richfield in the form included in this ISS-1 Rate Schedule prior to service commencing under this ISS-1 Rate Schedule.

For the purpose of determining the availability of service in processing requests received pursuant to Section 4 of the General Terms and Conditions hereof, Richfield shall not be required to grant any such request for storage service which in Richfield's judgment could interfere with efficient operation of its system or with service to firm storage customers.

2. Applicability and Character of Service

This Rate Schedule shall apply to storage services rendered by Richfield to Customer under an ISS-1 Agreement.

Interruptible Storage Service shall be available only to the extent that the injection, storage and withdrawal capacity designated for FSS-1 Rate Schedule firm storage service is not being utilized for such firm storage service. In addition, in the event Customer does not have a service agreement under a firm transportation rate schedule with any interconnecting pipeline, Richfield shall provide interruptible storage service only when (i) Customer provides Richfield sufficient information and assurances regarding the maximum period of time Customer will leave such gas in interruptible storage; (ii) Richfield has sufficient information available regarding the anticipated utilization of firm storage under the FSS-1 Rate Schedule; and (iii) Richfield can determine based on the information described in (i) and (ii) above that Richfield can provide interruptible storage service to such Customer without jeopardizing Richfield's ability to provide firm storage service under the FSS-1 Rate Schedule. To the extent storage capacity which is being utilized by a Customer hereunder is needed by Richfield in order to

Original Sheet No. 24 Original Sheet No. 24 : Superseded

satisfy Richfield's firm obligations under the FSS-Rate Schedule, Richfield shall require Customer to withdraw all, or any portion of, the ISS-1 gas quantities held in storage by Richfield for the account of Customer within three (3) days of Richfield's notice. If Customer fails to withdraw such ISS-1 storage gas then Richfield shall take title to such ISS-1 storage quantities as Customer was instructed to withdraw, free and clear of any adverse claims. Richfield's notice to Customer may be in writing or orally, followed by a fax or letter.

3. Term

The term for interruptible transportation service under this ISS-1 Rate Schedule shall be as set forth in the ISS-1 Agreement between Customer and Richfield.

4. Rates and Charges

The rates and charges under this ISS-1 Rate Schedule shall include each of the following:

- (a) Commodity Charge. The Commodity Charge set forth on Sheet No. 5 of this Tariff is paid on a monthly basis and shall apply to the weighted average daily balance of gas held by Richfield for Customer's account during that month.
- (b) Quantity Delivery Charge - The Quantity Delivery Charge set forth on Sheet No. 5 of this Tariff shall apply to all quantities received by Richfield for Customer's account during the Summer Period.
- (c) Quantity Redelivery Charge - The Quantity Redelivery Charge set forth on Sheet No. 5 of this Tariff shall apply to all quantities withdrawn by Richfield for Customer's account during the Winter Period.
- (d) Winter Delivery Charge - The Winter Delivery Charge set forth on Sheet No. 5 of this Tariff shall apply to all quantities received by Richfield for Customer's account during the Winter Period.

Original Sheet No. 25 Original Sheet No. 25 : Superseded

- (e) Fuel Reimbursement - Gas quantities accepted by Richfield at the Point of Delivery or Redelivery shall be adjusted to reflect a one-time fuel adjustment of a percentage of the daily quantity received by Richfield, which percentage is set forth on Sheet No. ___ of this Tariff.
- (f) Flexibility - All rates for service herein shall be flexible and not greater than the maximum level shown on Sheet No. ___ of this Tariff. Richfield shall have the right to charge the maximum rate at any time as a condition of new service or a continuation of service beyond the termination date set forth in Customer's ISS-1 Agreement. Richfield shall make all filings required by government regulations with respect to charging a rate less than the maximum rate.

5. Maximum Daily Quantity and Maximum Available Capacity

The ISS-1 Agreement shall specify an aggregate Maximum Daily Quantity (MDQ), and the Maximum Available Capacity (MAC). The MDQ shall be the maximum volume Richfield is obligated, on an interruptible basis, to receive from or deliver to Customer hereunder on any day. The MAC shall be the maximum volume Richfield is obligated to hold for the account of Customer hereunder on an interruptible basis.

6. General Terms and Conditions

Applicable provisions of the General Terms and Conditions of this Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this ISS-1 Rate Schedule and, where applicable, shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this ISS-1 Rate Schedule shall control.

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First Revised Sheet No. 26 First Revised Sheet No. 26 : Superseded
Superseding: Original Sheet No. 26

- (e) Fuel Reimbursement - Gas quantities accepted by Richfield at the Point of Delivery or Redelivery shall be adjusted to reflect a one-time fuel adjustment of a percentage of the daily quantity received by Richfield, which percentage is set forth on Sheet No. 5 of this Tariff.
- (f) Flexibility - All rates for service herein shall be flexible and not greater than the maximum level shown on Sheet No. 5 of this Tariff. Richfield shall have the right to charge the maximum rate at any time as a condition of new service or a continuation of service beyond the termination date set forth in Customer's ISS-1 Agreement. Richfield shall make all filings required by government regulations with respect to charging a rate less than the maximum rate.

5. Maximum Daily Quantity and Maximum Available Capacity

The ISS-1 Agreement shall specify an aggregate Maximum Daily Quantity (MDQ), and the Maximum Available Capacity (MAC). The MDQ shall be the maximum quantity Richfield is obligated, on an interruptible basis, to receive from or deliver to Customer hereunder on any day. The MAC shall be the maximum quantity Richfield is obligated to hold for the account of Customer hereunder on an interruptible basis.

6. General Terms and Conditions

Applicable provisions of the General Terms and Conditions of this Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this ISS-1 Rate Schedule and, where applicable, shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this ISS-1 Rate Schedule shall control.

Effective Date: 04/15/1993 Status: Effective

FERC Docket: CP92-285-002

Original Sheet No. 27 Original Sheet No. 27 : Superseded

otherwise agreed, the total quantity of gas stored for Customer's account, at any time, shall not exceed Customer's Maximum Available Capacity as set forth above.

- 1.4 Redelivery Schedule. Upon Customer's request, Richfield may withdraw quantities of gas from storage for Customer's account and tender such gas to Customer at the Point of Delivery and Redelivery.
- 1.5 Point of Delivery and Redelivery. The "Point of Delivery and Redelivery" where Customer shall deliver or cause Richfield to make deliveries of gas for storage hereunder and where Richfield shall make redeliveries of gas to Customer shall be at a Point of Interconnection to be constructed between the facilities of Richfield and a connecting pipeline.

ARTICLE II
FIRM STORAGE SERVICE

2.1 Subject to the provisions of this ISS-1 Agreement and any applicable pipeline transportation tariffs or rate schedules, Richfield agrees to inject, store, and withdraw gas from storage for the account of Customer.

ARTICLE III
APPLICABLE RATE SCHEDULE, INCORPORATION BY REFERENCE

3.1 Rate. The rates for Storage Service hereunder shall be as listed on Exhibit "A" which is attached hereto and made a part hereof.

3.2 Incorporation by Reference. This Agreement in all respects shall be subject to the applicable provisions of the ISS-1 Rate Schedule, attached hereto as Exhibit B and incorporated herein, filed with the governing regulatory body (as they may be amended pursuant to Article VIII of this Agreement), all of which are by reference made a part hereof.

3.3 Changes in Rates and Terms. Richfield shall have the right to propose to the governing regulatory body such changes in its rates and terms of service as it deems necessary, and this Agreement shall be deemed to

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FERC Docket: RP97-150-002

First Revised Sheet No. 28 First Revised Sheet No. 28 : Superseded
Superseding: Original Sheet No. 28
include any changes which are made effective pursuant to order or
regulation or provisions of law, without prejudice to Customer's
right to protest the same.

ARTICLE IV
TERM

4.1 Effective Date. This ISS-1 Agreement shall become effective on

4.2 Termination Date. This ISS-1 Agreement shall continue in full
force and effect for a term of

4.3 Termination Obligations. Termination of this ISS-1 Agreement
shall not relieve Richfield and Customer of the obligation to correct
any imbalances hereunder, or Customer of the obligation to pay money
due hereunder to Richfield. In the event any quantities of gas
remain in storage for Customer's account on the day this ISS-1
Agreement terminates, such remaining quantities shall be redelivered by
Richfield to Customer, at no additional cost to Customer, as soon as
practicable, but commencing not later than sixty (60) days after such
termination.

4.4 Adjustment to Customer's Priority of Service. If no quantities
have been tendered for Storage Service under this ISS-1 Agreement
within 30 days of the effective date as described in Article 4.1
hereof, Richfield reserves the right to reestablish the priority of
service date upon written notice to Customer. The priority of
service date, as applied in Section 3 of the General Terms and
Conditions of Richfield's FERC Gas Tariff, shall be reestablished as
the date on which initial delivery of gas occurs.

ARTICLE V
CANCELLATION OF PRIOR CONTRACTS

5.1 Cancellation of Prior Contracts. When this ISS-1 Agreement
becomes effective, it shall supersede and cancel any Precedent
Agreement between the Parties hereto.

Effective Date: 04/15/1993 Status: Effective
FERC Docket: CP92-285-002

Original Sheet No. 29 Original Sheet No. 29 : Superseded

ARTICLE VI
REGULATION

6.1 This ISS-1 Agreement and the respective obligations of the parties, hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for Richfield to provide the storage service contemplated hereby and to construct and operate the gas storage facilities necessary to provide such storage service and for any connected pipeline to transport natural gas and make deliveries and redeliveries necessary to effect the storage service provided for herein. The parties hereto shall promptly file for and diligently pursue all such governmental authorizations necessary for the implementation of this ISS-1 Agreement. If any final authorization granted to any such parties contains terms or conditions which in the judgment of Richfield or Customer for any such authorization are unacceptable, then either party may terminate this ISS-1 Agreement by giving the other ten (10) days prior written notice; provided however, that such written notice must be given within thirty (30) days after issuance of the final order which is deemed unacceptable.

ARTICLE VII
ADJUSTMENTS TO ISS-1 RATE SCHEDULE

7.1 Adjustments to ISS-1 Rate Schedule. Certain of the provisions of the ISS-1 Rate Schedule are to be adjusted for the purpose of this ISS-1 Agreement, as specified below:
None.

ARTICLE VIII
NOTICES

8.1 Notices, Statements, and Bills. Any notice, statement, or bill provided for in this ISS-1 Agreement shall be in writing and shall be considered as having been given if had carried or if mailed by United States mail, postage prepaid, to the following addresses, respectively:

Effective Date: 04/15/1993 Status: Effective
FERC Docket: CP92-285-002

Original Sheet No. 30 Original Sheet No. 30 : Superseded

To Customer:

Invoices for Storage:

All Notices:

To Richfield:

Payments for Storage:

Richfield Gas Storage System
4200 E. Skelly Dr., Suite 1000
Tulsa, OK 74135

All Notices:

Richfield Gas Storage System
4200 E. Skelly Dr., Suite 1000
Tulsa, OK 74135
Attention: Storage Department

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on _____, 1992.

ATTEST: RICHFIELD GAS STORAGE SYSTEM

By: _____ By: _____
Title: _____

ATTEST: (Customer)
By: _____

(Print or type name)

(Print or type title)

Effective Date: 04/15/1993 Status: Effective

FERC Docket: CP92-285-002

Original Sheet No. 31 Original Sheet No. 31 : Superseded

EXHIBIT "A"

to

INTERRUPTIBLE STORAGE SERVICE AGREEMENT

between

RICHFIELD GAS STORAGE SYSTEM

and

_____ (Customer)

DATED: _____

Commodity Charge	Quantity Delivery Charge	Quantity Redelivery Charge
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Maximum Available Capacity

Maximum Daily Quantity

Winter Delivery Charge

Fuel Reimbursement

1.5%

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-150-002

Second Revised Sheet No. 32 Second Revised Sheet No. 32 : Superseded

Superseding: First Revised Sheet No. 32

GENERAL TERMS AND CONDITIONS

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FERC Docket: RP97-150-008

Second Revised Sheet No. 33 Second Revised Sheet No. 33 : Superseded

Superseding: First Revised Sheet No. 33

1. INTRODUCTORY STATEMENT

Except where expressly stated otherwise, the General Terms and Conditions of Richfield's currently effective FERC Gas Tariff shall apply to all natural gas service rendered by Richfield under any storage Contract, including, but not limited to, service under the FSS-1 Rate Schedule and the ISS-1 Rate Schedule.

2. DEFINITION OF TERMS

- (a) Btu - The term "Btu" ("British thermal unit") shall mean the amount of heat required to raise the temperature of one (1) pound of water one degree (1 \emptyset) Fahrenheit at 60 degrees Fahrenheit. The standard Btu is the International Btu, which is also called the Btu(IT).
- (b) Business Day - The term "business day" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico.
- (c) Central Time - Central Time shall mean Central Clock Time whether Central Standard Time or Central Daylight Savings Time.
- (d) Day - The term "day" shall mean a period of twenty-four (24) consecutive hours beginning at 9:00 A.M. and ending at 9:00 A.M., Central Time. The reference date for any day shall be the date of the beginning of such day.
- (e) Dekatherm - The term dekatherm (Dth) shall mean the quantity of heat energy which is equivalent to 1,000,000 Btu. One "dekatherm" of gas shall mean the quantity of gas which contains one dekatherm of heat energy. The standard quantity for measurement, nominations, confirmations, scheduling, allocations, and billing shall be dekatherms per gas day in the United States. The standard for Canada shall be Gigajoules per gas day. (For reference 1 dekatherm = 1,000,000 Btu's; and 1 gigajoule = 1,000,000,000 joules.) For commercial purposes, the standard conversion factor between dekatherms and gigajoules is 1.055056 gigajoules 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.

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FERC Docket: RP97-150-008

First Revised Sheet No. 33A First Revised Sheet No. 33A : Superseded
Superseding: Original Sheet No. 33A

- (f) Month - The term "month" shall mean the period beginning at 9:00 A.M. Central Time on the first day of a calendar month and ending at the same hour on the first day of the next succeeding calendar month.
- (g) FERC - The term "FERC" shall mean the Federal Energy Regulatory Commission or any federal commission, agency or other governmental body or bodies succeeding to the powers of such Commission.
- (h) Winter Period. Winter Period redelivery shall be during a period of October 1st through March 31st.
- (i) Summer Period. Summer Period deliveries shall be during a period of April 1st through September 30th.
- (j) Contract Year. The term "Contract Year" shall mean the period from April 1 of a calendar year through March 31 of the following calendar year.
- (k) Pooling - The term "pooling" shall mean 1) the aggregation of gas from multiple physical and/or logical points to a single physical or logical point, and/or 2) the dis-aggregation of gas from a single physical or logical point to multiple physical and/or logical points.
- (l) Operational Balancing Agreement - The term "Operational Balancing Agreement" or "OBA" is a contract between two parties which specifies the procedures to manage operating variances at an interconnect.

Effective Date: 04/15/1993 Status: Effective

FERC Docket: CP92-285-002

Original Sheet No. 34 Original Sheet No. 34 : Superseded

3. OFFERING OF SERVICE

Richfield shall accept, on a first come, first served basis, written requests for service under any Rate Schedule. All complete requests received on the same business day or during the same open season will be considered concurrently received. If concurrently received requests for firm service exceed the capacity available to provide such service, such capacity shall be allocated to prospective Customers based upon the highest present value of the weighted average per unit Capacity and Reservation Charges proposed by said prospective Customers to be paid over the proposed term of service requested. Capacity will be allocated on a pro rata basis if two or more prospective Customers submit concurrent bids proposing identical weighted average per-unit Capacity and Reservation Charges. For purposes of this Section, the present value of a rate or charge shall be calculated in the following manner:

$$PV = A \times \frac{1 - (1+r)^{-n}}{r}$$

where: PV = present value of the rate

A = fraction of weighted average unit rate

= $\frac{\text{proposed rate}}{\text{maximum rate}}$

r = the sum of (i) the prime rate as published by the Wall Street Journal on the business day preceding the day on which the firm capacity is available plus (ii) Five percent (5%).

n = term of the agreement, in months.

For purposes of the foregoing formula, the "day on which the firm capacity is available" means the day on which information relating to the availability of the capacity is first posted on Richfield's Electronic Bulletin board or, in the case of capacity allocated during an open season held prior to the initiation of all Richfield service or in connection with the exercise of a right of first refusal, the first day of the open season.

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First Revised Sheet No. 35 First Revised Sheet No. 35 : Superseded
Superseding: Original Sheet No. 35

4. NOMINATIONS, ALLOCATING CAPACITY AND SCHEDULING

4.1 If Customer desires service on any day under Richfield's firm or interruptible Rate Schedules, Customer shall furnish to Richfield nominations indicating daily quantities of gas to be received, stored, or redelivered by Richfield, by individual Point of Delivery and individual Point of Redelivery, as required below. All nominations should be considered original nominations and should be replaced to be changed. Such nominations shall be in balance. Nominations for Point(s) of Delivery shall include applicable Fuel Reimbursement quantities. Authorized Service Overrun may be requested either in Customer's standard nomination or in a separate nomination. Except where specified in other GISB standards, all nomination procedures that apply to standard nominations apply to intra-day nominations. This means that the process (excluding timelines) of quick response, confirming with upstream and downstream parties and scheduling, also applies to intra-day nominations.

4.2 Richfield will accept nominations for service as follows:

(a) Next Day Service

A new or revised nomination for service commencing the next day will be accepted if the nomination is submitted by telephone, telefacsimile or electronic means by 11:30 a.m. Central Time on the day prior to the proposed effective date.

The standard nominations timeline shall be as follows:

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

All nominations shall include Customer defined begin dates and end dates. All nominations excluding intra-day nominations should

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First Revised Sheet No. 35A First Revised Sheet No. 35A : Superseded
Superseding: Original Sheet No. 35A

have roll-over options. Specifically, Customers have the ability to nominate for several days, months, or years, provided the nomination begin and end dates are within the term of Customer's Agreement. When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only. If a Customer fails to provide a nomination on or before the nomination deadline, Richfield shall deem the Customer's nomination to be zero. At a Point of Delivery or Redelivery, the lesser of rule (confirmed or nominated flow) applies when confirming. If no communication is received, the lesser of the new or revised nomination or previously scheduled quantity applies.

(b) Intra-day Nominations

An intra-day nomination is a nomination submitted after the nomination deadline whose effective time is no earlier than the beginning of the gas day and runs through the end of that gas day. Nominations received after nomination deadline should be scheduled after the nominations received before the nomination deadline. There are two types of intraday nominations: (i) A nomination received during gas day for the same day of gas flow, and (ii) A nomination received after the nominations deadline for the following gas day. Customer may submit at least one (1) intra-day nomination. Intra-day nominations do not rollover (i.e., intra-day nominations span one day only). Intra-day nominations do not replace the remainder of a standing nomination. There is no need to re-nominate if intra-day nomination modifies existing nomination. An intra-day nomination shall be based on a daily quantity; thus, an intra-day nominator need not submit an hourly nomination. Intra-day nominations should include an effective date and time. The interconnected parties shall agree on the hourly flows of the intra-day nomination, if not otherwise addressed in Richfield's Agreements or tariff. An intra-day nomination must be submitted at least four (4) hours prior to gas flow. Nominations for intra-day changes in service will be accepted subject to operator confirmation, verification, and operating conditions. In no event will an intra-day nomination be accepted for

First Revised Sheet No. 35B First Revised Sheet No. 35B : Superseded
Superseding: Original Sheet No. 35B

- 4.3 (a) The upstream or downstream party providing the point confirmation shall submit the predetermined daily allocation methodology to Richfield after or during confirmation and before start of gas day. Richfield shall accept GISB-approved predetermined daily allocation methodology types from the upstream or downstream custody transfer party who is providing the point confirmation. Richfield shall send back "confirmation" of receipt of the predetermined daily allocation methodology within 15 minutes. Only one predetermined daily allocation methodology will be applied per allocation period. List of predetermined daily allocation methodology types agreed upon: Ranked, Pro Rata, Percentage, and Swing. The same standard predetermined daily allocation methodologies should be available for use at all Points of Delivery or Redelivery. The types of predetermined daily allocation methodologies is a list from which two parties may agree. If the two parties cannot agree upon a predetermined daily allocation methodology, pro rata based upon confirmed nominations shall be used as the default method. In this case, the party responsible for custody transfer (the party performing the measurement function) shall provide the allocation. However, there is no need to submit a daily allocation methodology if Richfield has an OBA in effect for a Point of Delivery or Redelivery. The responsibility for calculation and reporting of allocated quantities shall rest with Richfield. Richfield shall provide allocation statements. The timing for reporting daily operational allocations after the gas has flowed is within one business day after end of gas day. If the best available data for reporting daily operational allocations is the scheduled quantity, that quantity shall be used for the daily operational allocation.
- (b) Changes to the daily allocation methodology may be made during the month. Such changes must be submitted before the start of the day and shall be effective prospectively. When the predetermined daily allocation methodology is rank, swing or percentage, a new allocation detail may be needed when a nomination changes. No retroactive reallocations of any transactions shall be permitted.
- (c) If requested by a shipper or supplier of Richfield's system, Richfield will offer at least one pool. Deliveries from Points of Delivery will be delivered directly into at least one pool and Points of Receipt will receive quantities from at least one pool, excluding non-contiguous facilities. Transactions at pooling points will not be consolidated for billing purposes.

First Revised Sheet No. 35C First Revised Sheet No. 35C : Superseded
Superseding: Original Sheet No. 35C

- 4.3 (a) The upstream or downstream party providing the point confirmation shall submit the predetermined daily allocation methodology to Richfield after or during confirmation and before start of gas day. Richfield shall accept GISB-approved predetermined daily allocation methodology types from the upstream or downstream custody transfer party who is providing the point confirmation. Richfield shall send back "confirmation" of receipt of the predetermined daily allocation methodology within 15 minutes. Only one predetermined daily allocation methodology will be applied per allocation period. List of predetermined daily allocation methodology types agreed upon: Ranked, Pro Rata, Percentage, and Swing. The same standard predetermined daily allocation methodologies should be available for use at all Points of Delivery or Redelivery. The types of predetermined daily allocation methodologies is a list from which two parties may agree. If the two parties cannot agree upon a predetermined daily allocation methodology, pro rata based upon confirmed nominations shall be used as the default method. In this case, the party responsible for custody transfer (the party performing the measurement function) shall provide the allocation. However, there is no need to submit a daily allocation methodology if Richfield has an OBA in effect for a Point of Delivery or Redelivery. The responsibility for calculation and reporting of allocated quantities shall rest with Richfield. Richfield shall provide allocation statements. The timing for reporting daily operational allocations after the gas has flowed is within one business day after end of gas day. If the best available data for reporting daily operational allocations is the scheduled quantity, that quantity shall be used for the daily operational allocation.
- (b) Changes to the daily allocation methodology may be made during the month. Such changes must be submitted before the start of the day and shall be effective prospectively. When the predetermined daily allocation methodology is rank, swing or percentage, a new allocation detail may be needed when a nomination changes. No retroactive reallocations of any transactions shall be permitted.
- (c) If requested by a shipper or supplier of Richfield's system, Richfield will offer at least one pool. Deliveries from Points of Delivery will be delivered directly into at least one pool and Points of Receipt will receive quantities from at least one pool, excluding non-contiguous facilities. Transactions at pooling points will not be consolidated for billing purposes.

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-150-002

First Revised Sheet No. 36 First Revised Sheet No. 36 : Superseded
Superseding: Original Sheet No. 36

- 4.4 Scheduling Procedures. Based upon Customer's scheduling nominations; Richfield shall schedule receipts and deliveries of gas in the following sequence:
- (a) among Customers (including Replacement Customers) of Richfield's firm services according to the quantities of gas requested to be scheduled by such Customers up to but not in excess of the applicable MDFDQ of each Customer and on a pro rata basis among such Customers in the event of insufficient capacity to accommodate all requests of all such Customers;
 - (b) among Customers (including Replacement Customers) under Richfield's Authorized Overrun Service under FSS-1 Agreements and on a pro rata basis among such Customers in the event of insufficient capacity to accommodate all requests of all such Customers;
 - (c) among Customers of interruptible service with service to be charged at the maximum ISS-1 rate of Richfield then in effect on a first come, first served basis based upon the date Richfield receives Customer's validated request for service; next in order shall be service to be charged at a rate that is less than the maximum rate of Richfield then in effect in sequence beginning with the weighted average 100 percent load factor rate nearest to the maximum rate, such determination to be based on the percentage of discount from the applicable maximum rate and within each of these rate categories on a first come, first served basis; provided that within each of these rate categories among Customers with the identical first come, first served priority at any point on Richfield's system where Richfield is unable to accept the scheduling nominations of all such Customers, Richfield shall schedule quantities for each customer on a pro rata basis based upon Customer's scheduling nominations received by Richfield. In the event Customer's scheduling nomination is for service at a rate less than the applicable maximum rate and Richfield determines that all timely scheduling nominations exceed available interruptible capacity then Richfield shall notify Customer and provide Customer one opportunity to pay a higher rate, up to the applicable maximum rate, in order

Second Revised Sheet No. 37 Second Revised Sheet No. 37 : Superseded
Superseding: First Revised Sheet No. 37

to have its scheduling nomination accepted and scheduled by Richfield to the extent interruptible capacity is available.

Within each service category provided in (a) through (c) above, a Customer may, through telephone, telefacsimile, or electronic means, provide a ranking of individual Points of Delivery within a Customer's Agreement in the event the entirety of the Customer nomination cannot be scheduled. Ranking will be included in the list of data. Richfield shall use Customer provided rankings when making reductions during the scheduling process when this does not conflict with tariff-based rules.

- 4.5 Service under any Richfield Rate Schedule shall be subject to interruption under the terms of Customer's Service Agreements under Rate Schedules of any connected pipeline or pipelines. Any limitations imposed by such connected pipeline Rate Schedules shall have precedence over Customer's rights to service herein.
- 4.6 In the event that any connecting pipeline is required to allocate capacity on its system, service under any Rate Schedule may be constrained by the allocation of capacity under the Customer's applicable Rate Schedule on the connecting pipeline.
- 4.7 Operational Flow Orders. An "Operational Flow Order" ("OFO") is an order issued by Richfield to alleviate conditions which threaten or could threaten the safe operation or system integrity of Richfield's system or to maintain operations required to provide efficient and reliable firm service. Whenever Richfield experiences these conditions, any pertinent order shall be referred to as an OFO. The declaration to the affected parties of OFOs, critical periods, and/or critical notices shall describe the conditions and the specific responses required from the affected parties. In the event that Richfield receives notice of an OFO from a downstream transporter or Richfield is required to establish an OFO for a portion of its own system, Richfield will notify Customer of the date and the time that the OFO will go into effect, the specific action(s) that need to be taken by Customer, and the deadline for such actions(s). Customer shall then either (i) make a nomination which upon confirmation and scheduling, would be satisfactory to Richfield, or (ii) take other appropriate action(s) satisfactory to Richfield. If Customer does not take such action in accordance with the deadline established in the OFO, Richfield shall have the right to take such action as it deems necessary to cure the circumstance giving rise to the OFO.

Effective Date: 11/01/1997 Status: Effective

FERC Docket: RP97-150-008

First Revised Sheet No. 37A First Revised Sheet No. 37A : Superseded

Superseding: Original Sheet No. 37A

5. BILLING AND PAYMENT

- 5.1 When the information necessary for billing purposes is in the control of the operator of the measuring facility and not in Richfield's control, then the operator of the measuring facility shall furnish to Richfield daily operational quantity information concerning the previous twenty-four (24) hours within one (1) business day after the end of the gas day.
- 5.2 The measuring party shall furnish actual quantity information to Richfield. The cutoff for the closing of measurement is 5 business days after business month. The measuring party shall provide the estimate of missing or late measurement data and Richfield shall treat actual quantity information as a prior period adjustment. No imbalance penalty shall be imposed when a prior period adjustment applied to the current period causes or increases a current month penalty.
- 5.3 Imbalance statements will be generated at the same time or prior to the generation of the bill for service. The imbalance statement will be rendered prior to or with the bill, and the bill will be prepared on or before the ninth (9th) business day after the end of the preceding month. Rendered is defined as postmarked, time-stamped, and delivered. Bills will be based on actuals (if available) or best available data. Quantities at Points of Delivery or Redelivery where OBAs exist will be billed on scheduled quantities.

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FERC Docket: RP97-150-008

Original Sheet No. 37B Original Sheet No. 37B : Superseded

- 5.4 Customer shall pay to Richfield the amount shown as due by such billing on or before the twenty-fourth (24th) day of each month in immediately available U.S. funds at a depository designated by Richfield. When the due date falls on a day that the designated depository is not open in the normal course of business to receive the Customer's payment, the Customer shall cause such payment to be made on or before the first business day on which the designated depository is open after such due date. If an error is discovered in any billing, such error shall be adjusted within thirty (30) days of the determination thereof, such determination subject to the following: (a) measurement data corrections shall be processed within 6 months of the production month with a 3 month rebuttal period; (b) the time limitation for disputes of allocations should be 6 months from the date of the initial month-end allocation with a 3-month rebuttal period; and (c) prior period adjustment time limits should be 6 months from the date of the initial transportation invoice and 7 months from date of initial sales invoice with a 3-month rebuttal period, excluding government-required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.
- 5.5 Should Customer fail to pay part or all of the amount of any billing for services rendered or for any other charges hereunder, interest thereon shall accrue at the then effective Refund Interest Rate pursuant to the FERC's Regulations, from the due date until date of payment. If

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such failure to pay continues for thirty (30) days after payment is due, Richfield, in addition to any other remedy it may have and upon receipt of any appropriate and necessary regulatory approval, may suspend service of gas hereunder until such amount, including interest, is paid.

- 5.6 Customer shall submit supporting documentation with payment. Richfield shall apply payment per supporting documentation provided by the Customer. If payment differs from billed amount, remittance detail should be provided with the payment. If Customer in good faith disputes the amount of any such billing or part thereof and submits supporting documentation thereof and pays to Richfield such amounts as it concedes to be correct and at any time thereafter within thirty (30) days of a demand made by Richfield for the balance furnishes a good and sufficient surety bond in amount and with sureties satisfactory to Richfield, conditioned upon the payment of any amounts ultimately found due upon such billing after a final determination, which may be reached either by agreement or judicial or administrative proceeding, as the case may be, then Richfield shall not be entitled to suspend further receipt or delivery of gas unless and until default is made in the conditions of such bond.

6. CONSTRUCTION OF FACILITIES

Richfield shall not be required to provide any requested service under any Rate Schedule which would require construction or acquisition by Richfield of new facilities, or expansion of existing facilities.

7. FORCE MAJEURE AND REMEDIES

Neither Richfield nor Customer shall be liable for damages or for any other relief to the other for any act, omission or circumstances occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, sabotage, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or line of pipe or casing or the necessity to make repairs, tests, or alterations to machinery or lines of pipe or casing, line freeze-ups, failure of any connected pipeline to deliver or receive gas (assuming Richfield has fulfilled all obligations under the Agreement and has met all specifications set forth in the Agreement),

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the binding order of any court of governmental authority which has been resisted in good faith by all reasonable legal means, or any other cause, whether of the kind herein enumerated or otherwise not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome and whether caused or occasioned by or happening on account of the act or omission of one of the parties hereto or some person or concern not a party hereto. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming suspension.

Such causes or contingencies affecting the performance of the Agreement by either Richfield or customer, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch. The party claiming relief shall give notice and full particulars of the same in writing or by telegraph to the other party as soon as possible after the occurrence relied on. However, such causes or contingencies affecting the performance of the Agreement by either party shall not in any manner relieve Customer in whole or in part of its obligations to pay the monthly reservation charges provided for in the applicable Rate Schedule hereof, which charge shall not be subject to any adjustment on account of such force majeure.

8. NON-WAIVER OF FUTURE DEFAULTS

No waiver by either party of any one or more defaults by the other in the performance of any provisions of any Agreement between them under any Rate Schedule shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

9. RESPONSIBILITY AGREEMENTS

Upon receiving delivery of gas to be stored at the Point of Delivery and Redelivery, Richfield shall be in exclusive control and possession of such gas and responsibilities for any loss thereof, or any and all injury or damage caused thereby, until the equivalent

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FERC Docket: RP97-150-007

First Revised Sheet No. 40 First Revised Sheet No. 40 : Superseded
Superseding: Original Sheet No. 40

quantities of gas have been redelivered for the account of Customer at the Point of Delivery and Redelivery, after which, as between the parties hereto, Customer shall be deemed to be in exclusive control and possession of such gas and as between the parties hereto, shall be responsible for any and all injury or damage caused thereby.

10. BANKRUPTCY AND CREDITWORTHINESS

If a receiver shall have been appointed over the whole or part of any of the assets of Richfield or if a petition is filed by or against Richfield initiating any bankruptcy or reorganization proceeding and such proceeding shall have not been stayed or dismissed within ninety (90) days after such filing, or if Richfield makes an assignment for the benefit or creditors, or if any order is made or resolution adopted for the dissolution (unless such order or resolution is adopted as part of a scheme for the recapitalization, merger or consolidation) of Richfield or if Richfield becomes insolvent, then Customer shall have the right to elect to terminate the Agreement upon written notice to Richfield. If Customer serves such a written notice, Customer shall withdraw, in accordance with the terms of the Agreement, any gas then remaining in storage, during the next Winter Period, but in no event later than twelve (12) months after Customer's written notice of termination. The Agreement will terminate upon such removal and Customer's payment of Richfield invoice for the month in which such removal is completed.

11. ELECTRONIC BULLETIN BOARD

Richfield maintains its Electronic Bulletin Board ("EBB") on the Internet's World Wide Web at www.richfieldgasstorage.com. Richfield's EBB provides all information required to be posted thereon under regulations of the FERC, together with such additional information as Richfield considers appropriate. Richfield's EBB provides the technical features specified in section 284.10(a) of the regulations of the FERC. Information is posted on Richfield's EBB on the following subjects:

Effective Date: 08/01/1997 Status: Effective
FERC Docket: RP97-150-007

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Superseding: First Revised Sheet No. 41

- (a) Operationally Available and Unsubscribed Capacity. Richfield shall provide on request operationally available capacity separate from unsubscribed capacity.
- (b) Capacity Release Information. Such information shall include firm capacity posted by FSS-1 Customers or Replacement Customers pursuant to paragraph 6 of Richfield's FSS-1 Rate Schedule and currently available for bid; currently operative offers to purchase capacity tendered pursuant to paragraph 6(j) of Richfield's FSS-1 Rate Schedule; and notice of prearranged capacity release transactions not subject to bidding.
- (c) Notices, such as Critical and Non-Critical System-Wide Notices. Critical notices pertain to information on Richfield's system conditions that affect scheduling or adversely affect scheduled gas flow and shall have a separate category. System-wide notices shall have a separate category from notices that are not critical; for example, notices of firm capacity which is currently available or will become available by reason of the termination of a long-term FSS-1 Service Agreement and is or will be subject to an Open Season under paragraph 9 of Richfield's FSS-1 Rate Schedule.
- (d) Affiliated Marketer Information. Such information shall include a capacity allocation log, notices of affiliate discounts and standards of conduct information.
- (e) Index of Firm Customers.
- (f) FERC Gas Tariff.

With respect to each category of information posted on Richfield's EBB, Richfield also includes relevant information pertaining to the availability of capacity at points of receipt from, and delivery to, interconnecting pipelines, the maximum and minimum rates at which capacity is offered to Customers and Replacement Customers, any restrictions, terms, or conditions imposed on the reallocation of released capacity by the Customer or Replacement Customer releasing that capacity (including the name of any Replacement Customer designated by the Releasing Customer), and the terms and conditions upon which offers to purchase capacity have been tendered.

Information displayed on Richfield's EBB is backed-up on a daily basis. It is available for review by authorized users in Richfield's offices for a period of three years from the latest date it appeared on Richfield's EBB. Access to Richfield's EBB is available upon request to any Customer and to any person who demonstrates to Richfield's satisfaction that it may become a Customer of Richfield. There is no charge for access to Richfield's EBB.

Effective Date: 08/01/1997 Status: Effective
FERC Docket: RP97-150-007

First Revised Sheet No. 41A First Revised Sheet No. 41A : Superseded
Superseding: Original Sheet No. 41A

12. OPERATION OF RATE SCHEDULES IN CONJUNCTION WITH MARKETING AND
GATHERING AFFILIATES

Operation of Rate Schedules in Conjunction with Marketing
Affiliates. All terms and conditions contained herein shall be
applied in a uniform and nondiscriminatory manner without
regard to whether the Gas stored is sold or transported by
Richfield, Richfield's marketing affiliates or any other party.

Richfield shall post the names of its current marketing
affiliates on its EBB. Other than telephone equipment, a
mainframe computer system and a Local Area Network, Richfield
does not share any facilities or operating personnel with its
marketing affiliates. The computer equipment, including access
to all computer data bases, is password protected in order to
maintain segregation of utilization and confidential access to
the system.

Operation of Rate Schedules in Conjunction With Gathering
Affiliates. Richfield will provide nondiscriminatory access to
all sources of supply in accordance with Part 284 of the
Commission's regulations and will not give Customers of any
gathering affiliate undue preference over Customers of
nonaffiliated gatherers or other customers in scheduling,
transportation, storage or curtailment priority.

Richfield will not condition or tie its agreement to provide
storage service to an agreement by the producer, customer, end-
user, or Customer relating to any service by any gathering
affiliate, any services by it on behalf of any gathering
affiliate, or any services in which a gathering affiliate is
involved.

Complaint Procedures. In the event a Customer or potential
Customer may have a complaint, the Customer or potential
Customer shall:

- (a) Provide Richfield a written or oral description of the
complaint, including the identification of the request
for service rights, if applicable, by contacting
Richfield at the following:

Richfield Gas Storage System
P.O. Box 5493
Denver, CO 80217
(303) 595-3331
Fax: (303) 595-0480

- (b) Richfield shall respond initially within two business
Days and in writing within 30 Days advising Customer or
potential Customer of the disposition of the complaint.

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FERC Docket: RP97-150-008

Second Revised Sheet No. 41B Second Revised Sheet No. 41B : Superseded

Superseding: Rev 1st Rev Sheet No. 41B

13. GAS INDUSTRY STANDARDS BOARD

Richfield has adopted the following Gas Industry Standards Board principles, definitions, standards and data dictionaries which are incorporated in 18 CFR 284.10(b):

1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5, 1.1.6, 1.1.8, 1.1.10, 1.1.11, 1.3.3, 1.3.4, 1.3.8, 2.1.1, 2.3.2, 2.3.8, 2.3.10, 2.3.11, 2.3.12, 2.3.15, 2.3.23, 2.3.24, 3.1.1, 3.3.4, 3.3.7, 3.3.8, 3.3.10, 3.3.11, 3.3.13, 3.3.16, 3.3.18, 3.3.21, 5.3.3, 5.3.5, 5.3.12, 5.3.20, 5.3.21, 5.3.27, 5.3.28, and 5.3.29 (version 1.0);

1.1.12, 1.1.13, 1.1.14, 1.1.15, 1.1.16, 1.2.5, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.34, 2.1.2, 2.1.3, 2.3.9, 4.3.6 and 5.3.22 (version 1.1).

Effective Date: 04/15/1993 Status: Effective

FERC Docket: CP92-285-002

Original Sheet No. 42 Original Sheet No. 42 : Superseded

INDEX OF PURCHASERS

1. City of New Ulm
Executed February 8, 1993
Effective April 1, 1993
Eight (8) year term
2. Fremont Department of Utilities
Executed October 28, 1992
Effective April 1, 1993
Four (4) year term
3. Michigan Gas Company
Executed February 8, 1993
Effective April 1, 1993
Four (4) year term
4. Midwest Gas, A Division of Midwest Power Systems, Inc.
Executed December 21, 1992
Effective April 1, 1993
Four (4) year term

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-150-002

Sheets No. 43-599 Sheets No. 43-599 : Superseded

SHEETS 43 THROUGH 599 RESERVED FOR FUTURE USE

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-150-002

Original Sheet No. 600 Original Sheet No. 600 : Superseded

CAPACITY RELEASE
FORM OF SERVICE AGREEMENT

CONTRACT NO.

THIS AGREEMENT is made effective as of the _____ day of _____, 19____, by and between:

RICHFIELD GAS STORAGE SYSTEM, (hereinafter called "Richfield"),

and

(hereinafter called "Replacement Customer").

In consideration of the mutual covenants and agreements as herein set forth, both Richfield and Replacement Customer covenant and agree as follows:

ARTICLE 1 - SERVICE

For each occasion that Replacement Customer obtains an assignment of service rights from a Releasing Customer pursuant to Richfield's Capacity Release provisions, an Addendum in the form of Exhibit A, attached hereto will be made a part hereof. The specific terms and conditions of each release shall be reflected in each Addendum, which shall be incorporated and made a part of this Agreement, and which together shall constitute the terms and conditions of Richfield's service for each release.

Richfield agrees to receive at the Point(s) of Delivery and deliver at the Point(s) of Redelivery, on a firm basis, quantities of natural gas up to the _____ Quantity obtained from the Releasing Customer. The Quantity is stated in delivered quantities, for which received quantities must be adjusted for the Fuel Reimbursement percentage as set out in the then-effective, applicable rates and charges under Richfield's firm Rate Schedules applicable to the Releasing Customer.

ARTICLE 2 - TERM

This agreement shall be effective from the date first stated above until _____, when this Agreement shall expire. Service shall commence and remain effective for a term coincidental for the term of each assignment of service rights identified in each Addendum.

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-150-002

Original Sheet No. 601 Original Sheet No. 601 : Superseded

CAPACITY RELEASE (Continued)
FORM OF SERVICE AGREEMENT

ARTICLE 3 - RATES AND CHARGES

For the services provided or contracted for hereunder (including any Addendum hereunder), Replacement Customer agrees to pay Richfield the maximum rate or the agreed upon rate for the assignment of service rights from the Releasing Customer under Richfield's firm Rate Schedules filed with the Commission, as such rates and charges and firm Rate Schedules may hereafter be modified, supplemented, superseded, or replaced generally or as to the service hereunder. Richfield reserves the right from time to time to unilaterally file and to make effective any such changes in the terms or rate levels under its firm Rate Schedules and the applicability thereof, the General Terms and Conditions or any other provisions of Richfield's Tariff, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder.

ARTICLE 4 - FUEL REIMBURSEMENT

In addition to collection of the rates and charges provided for in Article 3 (including each Addendum hereunder), Richfield shall retain, as Fuel Reimbursement, the percentage of the quantities received from Replacement Customer hereunder, for reimbursement in kind from Replacement Customer as provided by the applicable firm Rate Schedule.

ARTICLE 5 - GENERAL TERMS AND CONDITIONS

This Agreement and all terms for service hereunder are subject to the further provisions of the applicable Rate Schedule and the General Terms and Conditions of Richfield's Tariff, as such may be modified, supplemented, superseded or replaced generally or as to the service hereunder. Richfield reserves the right from time to time to unilaterally file and to make effective any such changes in the provisions of the applicable Rate Schedules and the General Terms and Conditions, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder. Such Rate Schedule and General Terms and Conditions, as may be changed from time to time, are by this reference incorporated in their entirety into this agreement and made an integral part hereof.

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-150-002

Original Sheet No. 602 Original Sheet No. 602 : Superseded

CAPACITY RELEASE (Continued)
FORM OF SERVICE AGREEMENT

ARTICLE 6 - NOTICES

The Post Office addresses of both Richfield and Customer are as follows:

RICHFIELD

Payment:

Nomination and
Scheduling:

Pipeline Emergencies:
(Not to be used for
any other purpose)

All Other:

REPLACEMENT CUSTOMER

Billing:

Nomination and
Scheduling: (1)

All Other:

(1) Please provide street address in addition to mailing address.

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-150-002

Original Sheet No. 603 Original Sheet No. 603 : Superseded

CAPACITY RELEASE (Continued)
FORM OF SERVICE AGREEMENT

IN WITNESS WHEREOF, both Richfield and Replacement Customer
have caused this Agreement to be executed in several counterparts by
their respective officers or other persons duly authorized to do so.

REPLACEMENT CUSTOMER:

RICHFIELD GAS STORAGE SYSTEM:

By:

By:

Title:

Title:

EXECUTED: , 19

EXECUTED: , 19

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-150-002

Original Sheet No. 605 Original Sheet No. 605 : Superseded

CAPACITY RELEASE (Continued)
FORM OF SERVICE AGREEMENT

EXHIBIT A

Capacity Release Agreement No.
Addendum No.

CAPACITY RIGHTS
Primary Points of Delivery

Received From	County	State	Quantity	Meter No.
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Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
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Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-150-002

Original Sheet No. 606 Original Sheet No. 606 : Superseded

CAPACITY RELEASE (Continued)
FORM OF SERVICE AGREEMENT

EXHIBIT A

Capacity Release Agreement No.
Addendum No.

CAPACITY RIGHTS
Primary Points of Redelivery

Delivered To	County	State	Quantity	Meter No.
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Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
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