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Effective Date: 06/01/2009 Status: Effective

FERC Docket: RP09-365-000

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FERC GAS TARIFF
ORIGINAL VOLUME NO. 1
OF
UGI LNG, INC.

FILED WITH THE
FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning this Tariff
Should Be Addressed To:

UGI LNG Inc.
Attention: Frank H. Markle, Senior Counsel
P.O. Box 858
Valley Forge, PA 19482

Street Address: 460 North Gulph Road
King of Prussia, PA 19406

Telephone Number: 610-768-3625
Facsimile Number: 610-992-3258

Effective Date: 06/01/2009 Status: Effective
FERC Docket: RP09-365-000

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Effective Date: 06/01/2009 Status: Effective

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PRELIMINARY STATEMENT

UGI LNG Inc., ("Company") is a natural gas company principally engaged in the business of liquefied natural gas storage in interstate commerce under authorization granted by, and subject to the jurisdiction of, the Federal Energy Regulatory Commission. Company owns liquefied natural gas storage facilities in the Commonwealth of Pennsylvania. Company uses the storage facilities to provide gas storage services pursuant to this Tariff.

The location of Company's facilities is shown on the map included herewith.

Services will be provided to Customers under specific service agreements and Company reserves the right to limit its agreements for storage of gas to customers acceptable to it after consideration of its existing commitments, delivery capacity and other factors deemed pertinent by Company, consistent with the terms and conditions of this Tariff.

Effective Date: 06/01/2009 Status: Effective

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OVERVIEW MAP

Effective Date: 06/01/2009 Status: Effective
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STATEMENT OF INITIAL RATES

All rates applicable to services rendered under this Tariff shall be at market-based rates negotiated between Company and Customer.

Rate Schedule LNG-F

COMPONENT	RATE	UNITS
Reservation Charge	Market Based/ Negotiable	\$/Dth of LNG Capacity

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

Vaporization Charge	Market Based/ Negotiable	\$/Dth/Month
---------------------	-----------------------------	--------------

Payment is equal to the Vaporization Charge specified in Customer's executed Service Agreement multiplied by the Dth quantity delivered to the Customer, not to exceed the vaporization quantity specified in Customer's service agreement

Authorized Excess Vaporization Charge	Market Based/ Negotiable	\$/Dth
---------------------------------------	-----------------------------	--------

Payment is equal to the Vaporization Charge specified in Customer's executed Service Agreement multiplied by the Dth quantity delivered to the Customer in excess of the vaporization quantity specified in Customer's service agreement

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

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Rate Schedule LNG-I COMPONENT	RATE	UNITS
Vaporization	Market Based/	\$/Dth/Month
Charge	Negotiable	

Payment is equal to the Vaporization Charge specified in Customer's executed Service Agreement multiplied by the Dth quantity delivered to the Customer, not to exceed the vaporization quantity specified in Customer's service agreement

Fuel	Market Based/	\$/Dth
Reimbursement	Negotiable	or in kind

This amount of gas is to be reimbursed by Customer in kind or in dollars per Dth, on a monthly basis as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff or the Customer's executed Service Agreement.

Effective Date: 06/01/2009 Status: Effective

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Rate Schedule LF-F COMPONENT	RATE	UNITS
Reservation Charge	Market Based/ Negotiable	\$/Dth of LNG Capacity

Payment is equal to the Reservation Charge specified in Customer's executed Service Agreement multiplied by Customer's Maximum Liquefaction Quantity.

Liquefaction Charge	Market Based/ Negotiable	\$/Dth/Month
---------------------	-----------------------------	--------------

Payment is equal to the Liquefaction Charge specified in Customer's executed Service Agreement multiplied by the Dth quantity liquefied and delivered to the Customer, not to exceed the Liquefaction Quantity specified in Customer's service agreement

Authorized Excess Liquefaction Charge	Market Based/ Negotiable	\$/Dth
---------------------------------------	-----------------------------	--------

Payment is equal to the Excess Liquefaction Charge specified in Customer's executed Service Agreement multiplied by the Dth quantity delivered to the Customer in excess of the Liquefaction Quantity specified in Customer's service agreement

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

Pursuant to Section 16 of the General Terms and Conditions, the above charges under Rate Schedules LF-F shall be increased to include all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Storage Service Agreement and the Annual Charge Adjustment (ACA) assessed at the point of liquefaction, as set forth below:

Annual Charge Adjustment
(ACA) per Dt \$ 0. _____

Effective Date: 06/01/2009 Status: Effective

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Rate Schedule LF-I

COMPONENT	RATE	UNITS
Liquefaction Charge	Market Based/ Negotiable	\$/Dth/Month

Payment is equal to the Liquefaction Charge specified in Customer's executed Service Agreement multiplied by the Dth quantity liquefied and delivered to the Customer, not to exceed the Liquefaction Quantity specified in Customer's service agreement

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

This amount of gas is to be reimbursed by Customer in kind or in dollars per Dth, on a monthly basis as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff or the Customer's executed Service Agreement.

Pursuant to Section 16 of the General Terms and Conditions, the above charges under Rate Schedule LF-I, shall be increased to include all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Storage Service Agreement and the Annual Charge Adjustment (ACA) assessed at the point of liquefaction, as set forth below:

Annual Charge Adjustment
(ACA) per Dt \$ 0._____

Effective Date: 06/01/2009 Status: Effective

FERC Docket: RP09-365-000

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RATE SCHEDULE LNG-F

Firm Natural Gas Liquefaction, Storage and Delivery Service

1. AVAILABILITY
 - 1.1 This rate schedule is available for the purchase from UGI LNG Company (hereinafter referred to as "Company") of a service consisting of the liquefaction of natural gas; the storage of liquefied natural gas ("LNG"); and the vaporization and delivery of natural gas to any person, company or agency (hereinafter referred to as "Customer"), when Customer and Company have executed an agreement for service under this rate schedule.
 - 1.2 Service under this rate schedule is also available when Customer has obtained released firm LNG storage capacity from a Rate Schedule LNG-F Customer releasing such firm LNG storage capacity or a Customer re-releasing such firm storage capacity ("Releasing Customer") pursuant to Section 18 of the General Terms and Conditions.
2. APPLICABILITY AND CHARACTER OF SERVICE
 - 2.1 Applicability

This rate schedule shall apply to receipt of gas, liquefaction, storage, vaporization and /or redelivery service rendered by Company for Customer including service released under this rate schedule pursuant to Section 18 of the General Terms and Conditions. Service shall be rendered pursuant to Part 284 of the Commission's regulations and the executed agreement for service hereunder. Service rendered under this rate schedule, within the limitations described in Sections 5 and 6 below, shall be firm, and shall not be subject to curtailment or interruption except as provided in Section 11 of the General Terms and Conditions.

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3. DEFINITIONS

3.1 Liquefied Natural Gas Balance

The Liquefied Natural Gas Balance of Customer shall be the quantity of gas in storage for Customer's account at any particular time.

3.2 Liquefaction Quantity

The Liquefaction Quantity shall be the maximum quantity of gas which Company shall be obligated to liquefy for Customer on any day, subject to the limitations set forth in Section 5 below, of each customer's firm storage capacity quantity. Such quantity shall be specified in the executed service agreement. Such quantity does not include any additional quantities of gas to be retained by Company for fuel and gas otherwise used, or lost and unaccounted for in its operation.

3.3 Storage Capacity

The Storage Capacity shall be the maximum quantity of liquefied natural gas, which Company is obligated to store for Customer's account at any time. Such quantity shall be specified in the executed service agreement between Customer and Company.

3.4 Vaporization Quantity

The Vaporization Quantity shall be the maximum quantity which Company shall be obligated to withdraw from storage, vaporize and deliver for Customer or Customer's account, and which Customer is entitled to receive from Company's liquefied natural gas storage facility on any day, subject to the limitations set forth in Section 6 below. Such quantity shall be specified in the executed service agreement between Customer and Company.

4. RATES AND FUEL

4.1 The rates for service under this rate schedule are set forth on the currently effective Sheet No. ___ of this Tariff.

4.2 Company may retain from Customer's quantities delivered for liquefaction a percentage of such gas as compensation for fuel and gas otherwise used, or lost and unaccounted for in Company's operations, including gas delivered as boil-off. Accordingly, as required, Customer shall also deliver or cause to be delivered and Company shall receive such additional quantities of gas to be retained by Company. Such percentage shall be specified in the Customer's Service Agreement.

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5. LIQUEFACTION AND STORAGE INJECTIONS
5.1 Nominations

Customer shall nominate service under this rate schedule in accordance with Section 17.1 of the General Terms and Conditions when Customer desires the liquefaction of gas hereunder. Company, in its sole judgment, may waive any nomination deadline, on a non-discriminatory basis, if Company determines that operating conditions permit. Company shall liquefy the quantity scheduled by Customer in accordance with and subject to the terms of this rate schedule. Subject to confirmation by the upstream pipeline transporter(s), Customer may request changes in the scheduled daily quantities during a particular day for the remainder of such day in accordance with the timelines set forth in Section 17.1 of the General Terms and Conditions and Company will accommodate such changes, if in Company's sole judgment, such changes can be made without adverse impact to its operation.

5.2 Daily Liquefaction Quantity

Company shall endeavor to liquefy on any day as much of Customer's nomination for such day as plant operating conditions permit. If, however, on any day, the total of all Customers' nominations exceed the liquefaction capacity of the plant then the nominations will be allocated based on Customer's proportionate share of the total liquefaction capacity, but Customer shall not be allocated less than its Liquefaction Quantity unless caused by a force majeure event or other operating condition. Customer's Liquefied Natural Gas Balance will be increased by the quantity of gas tendered for delivery by Customer to Company on that day.

5.3 Company shall be obligated to accept gas for liquefaction in accordance with the above procedure only when Customer's Liquefied Natural Gas Balance is less than Customer's Storage Capacity.

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6. VAPORIZATION AND STORAGE WITHDRAWALS
6.1 Nominations

Customer shall nominate service under this rate schedule in accordance with Section 17.1 of the General Terms and Conditions when Customer desires the vaporization and delivery of gas stored for Customer's account under this rate schedule. Company, in its sole discretion, may waive any nomination deadline, on a non-discriminatory basis, if Company determines operating conditions permit. Subject to confirmation by the downstream pipeline transporter(s), Customer may request changes in the scheduled daily quantities during a particular day for the remainder of that day in accordance with the timelines set forth in Section 17.1 of the General Terms and Conditions, provided such change(s) does not reduce the quantities below any quantity already vaporized and delivered during that day. Company will accommodate such changes, if in Company's sole judgment such changes can be made without adverse impact to its operations.

6.2 Daily Vaporization Quantity

Company shall endeavor to withdraw, vaporize and deliver, on any day, as much of Customer's nomination as operating conditions permit. If, however, on any day, the total of all Customers' nominations exceed the total quantity which Company can withdraw, vaporize and deliver from storage, then the nominations for that day shall be allocated based upon Customer's proportionate share of the total vaporization capacity, but Customer shall not be allocated less than its Vaporization Quantity unless caused by a force majeure event or other operating conditions. All quantities of gas nominated, scheduled and withdrawn in excess of Customer's Vaporization Quantity shall be considered Authorized Excess Vaporization Quantities subject to an Authorized Excess Vaporization Charge in accordance with Section 4.4 of this rate schedule. Customer's Liquefied Natural Gas Balance will be reduced by the quantity of liquefied natural gas delivered (or caused to be delivered) to Customer on that day.

6.3 Withdrawal by Truck

- (a) Under demonstrated emergency conditions, Company may permit Customer to withdraw LNG stored under this rate schedule by truck at the loading platform at Company's liquefied natural gas storage facility.
- (b) Customer shall give Company at least 48 hours notice prior to each such withdrawal; such notice shall state the nature of the emergency conditions, the time the carrier will arrive at

Effective Date: 06/01/2009 Status: Effective
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Company's liquefied natural gas storage facilities and the quantity of liquefied natural gas to be received. Company, in its sole judgment, may waive the 48-hour notice period.

(c) Customer's Liquefied Natural Gas Balance will be reduced by the quantity of liquefied natural gas withdrawn as calculated in accordance with Section 4 of the General Terms and Conditions.

7. RECORDS OF LIQUEFACTION, STORAGE AND VAPORIZATION QUANTITIES, AND LIQUEFIED NATURAL GAS BALANCES

Subject to Section 5(g) of the General Terms and Conditions, Company shall keep accurate records of gas liquefied, stored, vaporized and delivered to or for Customer or Customer's account, and of Customer's Liquefied Natural Gas Balance, which records shall be made available to Customer at its request.

8. REQUEST FOR SERVICE

Requests for service hereunder shall be considered acceptable if Customer has completed and returned Company's service request form (which is available to all Customers and potential Customers on request) electronically, on the EBB or to the following address:

UGI LNG Company
Attention: Facilities Manager
5665 Leesport Avenue
Temple, PA 19610

Such requests for service shall contain the information specified in Company's service request form, as such may be revised from time to time, and

- (a) Either with the request for service or at the time of execution of the service agreement, such other information, in writing, as is required to comply with regulatory reporting or filing requirements; and
- (b) Sufficient information to determine Customer's credit worthiness in accordance with Section 19 of the General Terms and Conditions of this Tariff.

Effective Date: 06/01/2009 Status: Effective
FERC Docket: RP09-365-000

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9. CAPACITY RELEASE AND RE-RELEASE
Customers may release and re-release their LNG Storage Capacity and associated Vaporization Quantity and Liquefaction Quantity rights as set forth under this rate schedule and in accordance with the capacity release provisions outlined in Section 18 of the General Terms and Conditions of this Tariff.

10. TRANSFER OF LNG BALANCE

Any Customer ("Transferring Customer") under this rate schedule may agree to transfer all or any portion of its Liquefied Natural Gas Balance to another Customer ("Receiving Customer") under this rate schedule, provided that such transfer does not cause: (a) the Receiving Customer to exceed its Storage Capacity Quantity specified in its service agreement unless the Receiving Customer, before such transfer occurs, enters into a storage capacity release arrangement providing for the additional Storage Capacity in accordance with this rate schedule and Section 18 of the General Terms and Conditions or, (b) the Transferring Customer's Liquefied Natural Gas Balance to be less than zero. Transferring Customer must provide Company with notice (in writing or electronically, if available) and Receiving Customer must provide confirmation (in writing or electronically, if available) prior to the beginning of the day that the Liquefied Natural Gas Balance is to be transferred. Such transfer is irrevocable once such notice is given to Company.

11. LNG BALANCE ON TERMINATION OF CONTRACT

Customer must withdraw or transfer its Liquefied Natural Gas Balance on or before the date of termination of the service agreement hereunder. To the extent that Customer fails to dispose of its Liquefied Natural Gas Balance, Company shall have the right to retain and take title to Customer's Liquefied Natural Gas Balance, at no cost to Company.

12. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Company's Original Volume No. 1 FERC Gas Tariff are hereby made a part of this rate schedule. In the event of any inconsistencies between the General Terms and Conditions and this Rate Schedule LNG-F, the terms and conditions of this Rate Schedule LNG-F shall control.

Effective Date: 06/01/2009 Status: Effective
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RATE SCHEDULE LNG-I
Interruptible Natural Gas Liquefaction, Storage and Delivery Service

1. AVAILABILITY

1.1 This rate schedule is available for the purchase from UGI LNG Company (hereinafter referred to as "Company") of a service consisting of the liquefaction of natural gas; the storage of such liquefied natural gas ("LNG"); and the vaporization and delivery of natural gas to any person, company or agency (hereinafter referred to as "Customer"), when Customer and Company have executed an agreement for service under this rate schedule.

1.2 Deliveries hereunder shall be made on an interruptible basis at Company's sole discretion based upon Company's determination of quantities available in excess of those required to extend or render firm service at any time pursuant to Company's firm Rate Schedules and the need to maintain the integrity and reliability of its facilities.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability

This rate schedule shall apply to receipt of gas, liquefaction, storage, vaporization and redelivery service rendered by Company for Customer including service released under this rate schedule pursuant to Section 18 of the General Terms and Conditions. Service shall be rendered pursuant to Part 284 of the Commission's regulations and the executed agreement for service hereunder. Service rendered under this rate schedule, within the limitations described in Sections 5 and 6 below, shall be subject to curtailment or interruption in accordance with Section 11 of the General Terms and Conditions.

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3. DEFINITIONS

3.1 Liquefied Natural Gas Balance

The Liquefied Natural Gas Balance of Customer shall be the quantity of gas in storage for Customer's account at any particular time.

3.2 Liquefaction Quantity

The Liquefaction Quantity shall be the maximum quantity of gas which Company shall be obligated to liquefy for Customer on any day, subject to the limitations set forth in Section 5 below. Such quantity shall be specified in the executed service agreement. Such quantity does not include any additional quantities of gas to be retained by Company for fuel and gas otherwise used, or lost and unaccounted for in its operation.

3.3 Storage Capacity

The Storage Capacity shall be the maximum quantity of liquefied natural gas, which Company is obligated to store for Customer's account at any time. Such quantity shall be specified in the executed service agreement between Customer and Company.

3.4 Vaporization Quantity

The Vaporization Quantity shall be the maximum quantity which Company shall be obligated to withdraw from storage, vaporize and deliver for Customer or Customer's account, and which Customer is entitled to receive from Company's liquefied natural gas storage facility on any day, subject to the limitations set forth in Section 6 below. Such quantity shall be specified in the executed service agreement between Customer and Company.

4. RATES AND FUEL

4.1 The rates for service under this rate schedule are set forth on the currently effective Sheet No. 4 of this Tariff.

4.2 Company may retain from Customer's quantities delivered for liquefaction a percentage of such gas as compensation for fuel and gas otherwise used, or lost and unaccounted for in Company's operations, including gas delivered as boil-off. Accordingly, as required, Customer shall also deliver or cause to be delivered and Company shall receive such additional quantities of gas to be retained by Company. Such percentage shall be specified in the Customer's Service Agreement.

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5. LIQUEFACTION AND STORAGE INJECTIONS
5.1 Nominations

Customer shall nominate service under this rate schedule in accordance with Section 17.1 of the General Terms and Conditions when Customer desires the liquefaction of gas hereunder. Company, in its sole judgment, may waive any nomination deadline, on a non-discriminatory basis, if Company determines that operating conditions permit. Company shall liquefy the quantity scheduled by Customer in accordance with and subject to the terms of this rate schedule. Subject to confirmation by the upstream pipeline transporter(s), Customer may request changes in the scheduled daily quantities during a particular day for the remainder of such day in accordance with the timelines set forth in Section 17.1 of the General Terms and Conditions and Company will accommodate such changes, if in Company's sole judgment, such changes can be made without adverse impact to its operation.

5.2 Daily Liquefaction Quantity

Company shall endeavor to liquefy on any day as much of Customer's nomination for such day as plant operating conditions permit. If, however, on any day, the total of all Customers' nominations exceed the liquefaction capacity of the plant then the nominations will be allocated based on Customer's proportionate share of the total liquefaction capacity, but Customer shall not be allocated less than its Liquefaction Quantity unless caused by a force majeure event or operating conditions as provided in Section 11 of the General Terms and Conditions. Customer's Liquefied Natural Gas Balance will be increased by the quantity of gas delivered (or caused to be delivered) by Customer to Company on that day.

5.3 Company shall be obligated to accept gas for liquefaction in accordance with the above procedure only when Customer's Liquefied Natural Gas Balance is less than Customer's Storage Capacity.

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6. VAPORIZATION AND STORAGE WITHDRAWALS
6.1 Nominations

Customer shall nominate service under this rate schedule in accordance with Section 17.1 of the General Terms and Conditions when Customer desires the vaporization and delivery of gas stored for Customer's account under this rate schedule. Company, in its sole discretion, may waive any nomination deadline, on a non-discriminatory basis, if Company determines operating conditions permit. Subject to confirmation by the downstream pipeline transporter(s), Customer may request changes in the scheduled daily quantities during a particular day for the remainder of that day in accordance with the timelines set forth in Section 17.1 of the General Terms and Conditions, provided such change(s) does not reduce the quantities below any quantity already vaporized and delivered during that day. Company will accommodate such changes, if, in Company's sole judgment, such changes can be made without adverse impact to its operations.

6.2 Daily Vaporization Quantity

Company shall endeavor to withdraw, vaporize and deliver, on any day, as much of Customer's nomination as operating conditions permit. If, however, on any day, the total of all Customers' nominations exceed the total quantity which Company can withdraw, vaporize and deliver from storage, then the nominations for that day shall be allocated based upon Customer's proportionate share of the total vaporization capacity, but Customer shall not be allocated less than its Vaporization Quantity unless caused by a force majeure event or operating conditions as provided in Section 11 of the General Terms and Conditions. All quantities of gas nominated, scheduled and withdrawn in excess of Customer's Vaporization Quantity shall be considered Authorized Excess Vaporization Quantities subject to an Authorized Excess Vaporization Charge in accordance with Section 4.4 of this rate schedule. Customer's Liquefied Natural Gas Balance will be reduced by the quantity of liquefied natural gas delivered (or caused to be delivered) to Customer on that day.

6.3 Withdrawal by Truck

- (a) Under demonstrated emergency conditions, Company may permit Customer to withdraw LNG stored under this rate schedule by truck at the loading platform at Company's liquefied natural gas storage facility.
- (b) Customer shall give Company at least 48 hours notice prior to each such withdrawal; such notice shall state the nature of the emergency conditions, the time the carrier will arrive at

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Company's liquefied natural gas storage facilities and the quantity of liquefied natural gas to be received. Company, in its sole judgment, may waive the 48-hour notice period.

- (c) Customer's Liquefied Natural Gas Balance will be reduced by the quantity of liquefied natural gas withdrawn as calculated in accordance with Section 4 of the General Terms and Conditions.

7. RECORDS OF LIQUEFACTION, STORAGE AND VAPORIZATION QUANTITIES, AND LIQUEFIED NATURAL GAS BALANCES

Subject to Section 5(g) of the General Terms and Conditions, Company shall keep accurate records of gas liquefied, stored, vaporized and delivered to or for Customer or Customer's account, and of Customer's Liquefied Natural Gas Balance, which records shall be made available to Customer at its request.

8. REQUEST FOR SERVICE

Requests for service hereunder shall be considered acceptable if Customer has completed and returned Company's service request form (which is available to all Customers and potential Customers on request) electronically, on the EBB or to the following address:

UGI LNG Company
Attention: Natural Gas and Petroleum Coordinator
1100 Berkshire Boulevard, Suite 305

Wyomissing, PA 19610

Such requests for service shall contain the information specified in Company's service request form, as such may be revised from time to time, and

- (a) Either with the request for service or at the time of execution of the service agreement, such other information, in writing, as is required to comply with regulatory reporting or filing requirements; and
- (b) Sufficient information to determine Customer's credit worthiness in accordance with Section 19 of the General Terms and Conditions of this Tariff.

9. CAPACITY RELEASE AND RE-RELEASE

Customers may release and re-release their LNG Storage Capacity and associated Vaporization Quantity and Liquefaction Quantity rights as set forth under this rate schedule in accordance in accordance with

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the capacity release provisions outlined in Section 18 of the General Terms and Conditions of this Tariff.

10. TRANSFER OF LNG BALANCE

Any Customer ("Transferring Customer") under this rate schedule may agree to transfer all or any portion of its Liquefied Natural Gas Balance to another Customer ("Receiving Customer") under this rate schedule, provided that such transfer does not cause: (a) the Receiving Customer to exceed its Storage Capacity Quantity specified in its service agreement unless the Receiving Customer, before such transfer occurs, enters into a storage capacity release arrangement providing for the additional Storage Capacity in accordance with this rate schedule and Section 18 of the General Terms and Conditions or, (b) the Transferring Customer's Liquefied Natural Gas Balance to be less than zero. Transferring Customer must provide Company with notice (in writing or electronically, if available) and Receiving Customer must provide confirmation (in writing or electronically, if available) prior to the beginning of the day that the Liquefied Natural Gas Balance is to be transferred. Such transfer is irrevocable once such notice is given to Company.

11. LNG BALANCE ON TERMINATION OF CONTRACT

Customer must withdraw or transfer its Liquefied Natural Gas Balance on or before the date of termination of the service agreement hereunder. To the extent that Customer fails to dispose of its Liquefied Natural Gas Balance, Company shall have the right to retain and take title to Customer's Liquefied Natural Gas Balance, at no cost to Company.

12. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Company's Original Volume No. 1 FERC Gas Tariff are hereby made a part of this rate schedule. In the event of any inconsistencies between the General Terms and Conditions and this Rate Schedule LNG-I, the terms and conditions of this Rate Schedule LNG-I shall control.

Effective Date: 06/01/2009 Status: Effective

FERC Docket: RP09-365-000

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RATE SCHEDULE LF-F

Natural Gas Liquefaction and Terminal Delivery

1. AVAILABILITY

This rate schedule is available for the purchase from UGI LNG Company (hereinafter referred to as "Company") of natural gas liquefaction and terminal delivery service to any person, company or agency (hereinafter referred to as "Customer"), when Customer has executed a service agreement with Company for service under this rate schedule.

2 APPLICABILITY AND CHARACTER OF SERVICE

2.1 This rate schedule shall apply to delivery of liquefied natural gas to Customer into a properly qualified transporting vehicle and concurrent redelivery of gas by Customer to Company pursuant to Part 284 of the Commission's regulations and the executed agreement for service hereunder.

2.2 Delivery of LNG shall be FOB Company's liquefied natural gas facilities located in Berks County, Pennsylvania.

2.3 Deliveries hereunder shall be made on a firm basis, and shall not be subject to curtailment or interruption except as provided in Section 11 of the General Terms and Conditions.

3. RATES AND FUEL

3.1 Customer shall pay the charge set forth on the currently effective Sheet No. 4 of this Tariff for each dekatherm delivered hereunder.

3.2 Company shall retain from Customer's quantities delivered to Company a percentage of such gas as compensation for fuel and gas otherwise used or lost and unaccounted for in Company's operations, including gas delivered as boil-off.

3.3 Customer shall also pay the Annual Charge Adjustment (ACA) surcharge as set forth on currently effective Sheet No. ___ of this Tariff and any other charges applicable to service hereunder.

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4. PROCEDURE TO NOMINATE AND ALLOCATE SERVICE
- 4.1 Customer shall nominate quantities requested for delivery hereunder in accordance with Section 17.1 of the General Terms and Conditions. Company, in its sole judgment, may waive any nomination deadline, on a non-discriminatory basis, if Company determines that operating conditions permit. Customer's nomination shall include a proposed delivery schedule including the date and the approximate quantity requested for each delivery. Company shall furnish its estimate of the quantities it expects to be available within Customer's estimate; provided, however, that nothing herein shall be construed as requiring Company or Customer to meet such estimates or as precluding revisions in such estimates as conditions may require.
- 4.2 The conditions of delivery are as follows:
- (a) Customer shall give Company at least 72 hours notice prior to each delivery; such notice shall state the time the carrier will arrive at Company's liquefied natural gas storage facilities, and the quantity of liquefied natural gas to be received. Company, in its sole judgment, may waive the 72-hour notice period.
- (b) It shall be Customer's responsibility to assure that Customer's receiving facilities are compatible with Company's delivery facilities.
- (c) Customer's and/or its carrier company's transportation vehicle shall be in complete compliance with all codes and regulations pertaining to the design, construction and operation of containers for the transportation of liquefied natural gas.
- (d) Customer and/or its carrier company shall have proper insurance and Customer shall provide Company with a certificate of insurance, satisfactory to Company, prior to the movement of any vehicle onto Company's property.
- (e) The size of the transporting vehicle shall not be in excess of a size that can safely navigate the roads at Company's liquefied natural gas storage facility.
- 4.3 In the event that nominations for service on any day exceed the quantities available hereunder, delivery requests will be satisfied on a pro-rata basis.

5. DETERMINATION OF DELIVERIES

The quantity of liquefied natural gas delivered by Company to Customer shall be determined by having the transportation vehicles weighed on scales designated by Company before and after loading. Customer shall have the option to witness all such weighings. The weight of liquefied natural gas so delivered shall be converted into dekatherms in accordance with the American Gas Association Gas Measurement Committee Report No. 5 of Fuel Gas Energy Metering, as amended, expanded or superseded from time to time, applied in an appropriate manner.

6. TERMINAL DELIVERY REQUIREMENTS

6.1 Delivery Into Trucks

- (a) Storage withdrawals may also be made under this rate schedule by truck at the loading platform at Company's liquefied natural gas storage facility.
- (b) Customer shall give Company at least 72 hours notice prior to each such withdrawal; such notice shall state the time the carrier will arrive at Company's liquefied natural gas storage facilities and the quantity of liquefied natural gas to be received. Company, in its sole judgment, may waive the 72-hour notice period.
- (c) Customer's and/or its carrier company's transportation vehicle shall be in complete compliance with all codes and regulations pertaining to the design, construction and operation of containers for the transportation of liquefied natural gas. Company may refuse to load any LNG tank truck if, in Company's sole opinion, such LNG tank truck is unsafe or unsuitable for loading, or if the driver of such LNG tank truck fails to provide a Form MCS 90 or other similar certificate demonstrating sufficient automotive liability insurance coverage for vehicles operating on UGIES' premises.
- (d) Customer and/or its carrier company shall have proper insurance and Customer shall provide Company with a certificate of insurance, satisfactory to Company, prior to the movement of any vehicle onto Company's property. Company may refuse to load any LNG tank truck if the driver of such LNG tank truck fails to provide a Form MCS 90 or other similar certificate demonstrating sufficient automotive liability insurance coverage for vehicles operating on UGIES' premises.

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- (e) The size of the transporting vehicle shall not be in excess of a size that can safely navigate the roads at Company's liquefied natural gas storage facility.
- (f) The quantity of liquefied natural gas delivered by Company to Customer shall be determined by having the transportation vehicles weighed on certified scales before and after loading. The carrier shall have the responsibility of furnishing Company with certified weights prior to, and after, loading with liquefied natural gas. Company shall approve the location of weighings and shall have the option to witness all such weighings. The weight of liquefied natural gas so delivered shall be converted into dekatherms in accordance with the American Gas Association Gas Measurement Committee Report No. 5 of Fuel Gas Energy Metering, as amended, expanded or superseded from time to time, applied in an appropriate manner.

7. CUSTOMER'S CONCURRENT DELIVERY OR WITHDRAWAL NOMINATION

On each day Customer receives service under this rate schedule, Customer shall schedule a same day delivery of natural gas to Company at Company's natural gas storage facilities. Quantities of natural gas concurrently delivered to Company shall be equivalent to the dekatherms delivered by Company to Customer under this rate schedule, plus the applicable fuel retention factor to compensate for fuel and gas otherwise used or lost and unaccounted for in Company's operations..

8 REQUEST FOR SERVICE

Requests for service hereunder shall be considered acceptable only if Customer has completed and returned Company's service request form (which is available to all Customers and potential Customers on request) to the following address:

UGI LNG Company
Attention: Facilities Manager
5665 Leesport Avenue
Temple, PA 19610

Such requests for service shall contain the information specified in Company's service request form, as such may be revised from time to time, and

- a) Either with the request for service or at the time of execution of the service agreement, such other information, in writing, as is required to comply with regulatory reporting or filing requirements; and

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b) Sufficient information to determine Customer's credit worthiness in accordance with Section 19 of the General Terms and Conditions of this Tariff.

9. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Company's Original Volume No. 1 FERC Gas Tariff are hereby made a part of this rate schedule. In the event of any inconsistencies between the General Terms and Conditions and this Rate Schedule LF-F, the terms and conditions of this Rate Schedule LF-F shall control.

Effective Date: 06/01/2009 Status: Effective

FERC Docket: RP09-365-000

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RATE SCHEDULE LF-I

Interruptible Natural Gas Liquefaction and Terminal Delivery

1. AVAILABILITY

This rate schedule is available for the purchase from UGI LNG Company (hereinafter referred to as "Company") of natural gas liquefaction and terminal delivery service to any person, company or agency (hereinafter referred to as "Customer") for unanticipated contingency purposes, when Customer has executed a service agreement with Company for service under this rate schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This rate schedule shall apply to delivery of liquefied natural gas to Customer into a properly qualified transporting vehicle and concurrent redelivery of gas by Customer to Company pursuant to Part 284 of the Commission's regulations and the executed agreement for service hereunder.

2.2 Delivery of LNG shall be FOB Company's liquefied natural gas facilities located in Berks County, Pennsylvania.

2.3 Deliveries hereunder shall be made on an interruptible basis at Company's sole discretion based upon Company's determination of quantities available in excess of those required to render firm service pursuant to Company's Rate Schedules LNG-F and LF-F.

3. RATES AND FUEL

3.1 Customer shall pay the charge set forth on the currently effective Sheet No. 4 of this Tariff for each dekatherm delivered hereunder.

3.2 Company may retain from Customer's quantities delivered for liquefaction a percentage of such gas as compensation for fuel and gas otherwise used, or lost and unaccounted for in Company's operations, including gas delivered as boil-off. Accordingly, as required, Customer shall also deliver or cause to be delivered and Company shall receive such additional quantities of gas to be retained by Company. Such percentage shall be specified in the Customer's Service Agreement.

3.3 Customer shall also pay the Annual Charge Adjustment (ACA) surcharge as set forth on currently effective Sheet No. 4 of this Tariff and any other charges applicable to service hereunder. [Same concern as noted for LF-F]

4. PROCEDURE TO NOMINATE AND ALLOCATE SERVICE
- 4.1 Customer shall nominate quantities requested for delivery hereunder in accordance with Section 17.1 of the General Terms and Conditions. Company, in its sole judgment, may waive any nomination deadline, on a non-discriminatory basis, if Company determines that operating conditions permit. Customer's nomination shall include a proposed delivery schedule including the date and the approximate quantity requested for each delivery. Company shall furnish its estimate of the quantities it expects to be available within Customer's estimate; provided, however, that nothing herein shall be construed as requiring Company or Customer to meet such estimates or as precluding revisions in such estimates as conditions may require.
- 4.2 The conditions of delivery are as follows:
- (a) Customer shall give Company at least 72 hours notice prior to each delivery; such notice shall state the time the carrier will arrive at Company's liquefied natural gas storage facilities, and the quantity of liquefied natural gas to be received. Company, in its sole judgment, may waive the 72-hour notice period.
- (b) It shall be Customer's responsibility to assure that Customer's receiving facilities are compatible with Company's delivery facilities.
- (c) Customer's and/or its carrier company's transportation vehicle shall be in complete compliance with all codes and regulations pertaining to the design, construction and operation of containers for the transportation of liquefied natural gas
- (d) Customer and/or its carrier company shall have proper insurance and Customer shall provide Company with a certificate of insurance, satisfactory to Company, prior to the movement of any vehicle onto Company's property.
- (e) The size of the transporting vehicle shall not be in excess of a size that can safely navigate the roads at Company's liquefied natural gas storage facility.
- 4.3 In the event that nominations for service on any day exceed the quantities available hereunder, delivery requests will be satisfied on a first-come, first-served basis in the order in which Company received such nominations.

5. DETERMINATION OF DELIVERIES

The quantity of liquefied natural gas delivered by Company to Customer shall be determined by having the transportation vehicles weighed on scales designated by Company before and after loading. Customer shall have the option to witness all such weighings. The weight of liquefied natural gas so delivered shall be converted into dekatherms in accordance with the American Gas Association Gas Measurement Committee Report No. 5 of Fuel Gas Energy Metering, as amended, expanded or superseded from time to time, applied in an appropriate manner.

6. DELIVERY INTO TRUCKS

6.1 Delivery Into Trucks

- (a) Storage withdrawals may also be made under this rate schedule by truck at the loading platform at Company's liquefied natural gas storage facility.
- (b) Customer shall give Company at least 72 hours notice prior to each such withdrawal; such notice shall state the time the carrier will arrive at Company's liquefied natural gas storage facilities and the quantity of liquefied natural gas to be received. Company, in its sole judgment, may waive the 72-hour notice period.
- (c) Customer's and/or its carrier company's transportation vehicle shall be in complete compliance with all codes and regulations pertaining to the design, construction and operation of containers for the transportation of liquefied natural gas. Company may refuse to load any LNG tank truck if, in Company's sole opinion, such LNG tank truck is unsafe or unsuitable for loading, or if the driver of such LNG tank truck fails to provide a Form MCS 90 or other similar certificate demonstrating sufficient automotive liability insurance coverage for vehicles operating on UGIES' premises.
- (d) Customer and/or its carrier company shall have proper insurance and Customer shall provide Company with a certificate of insurance, satisfactory to Company, prior to the movement of any vehicle onto Company's property. Company may refuse to load any LNG tank truck if the driver of such LNG tank truck fails to provide a Form MCS 90 or other similar certificate demonstrating sufficient automotive liability insurance coverage for vehicles operating on UGIES' premises.

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- (e) The size of the transporting vehicle shall not be in excess of a size that can safely navigate the roads at Company's liquefied natural gas storage facility.
- (f) The quantity of liquefied natural gas delivered by Company to Customer shall be determined by having the transportation vehicles weighed on certified scales before and after loading. The carrier shall have the responsibility of furnishing Company with certified weights prior to, and after, loading with liquefied natural gas. Company shall approve the location of weighings and shall have the option to witness all such weighings. The weight of liquefied natural gas so delivered shall be converted into dekatherms in accordance with the American Gas Association Gas Measurement Committee Report No. 5 of Fuel Gas Energy Metering, as amended, expanded or superseded from time to time, applied in an appropriate manner.

7. CUSTOMER'S CONCURRENT DELIVERY OR WITHDRAWAL NOMINATION

On each day Customer receives service under this rate schedule, Customer shall schedule a same day delivery of natural gas to Company at Company's natural gas storage facilities. Quantities of natural gas concurrently delivered to Company shall be equivalent to the dekatherms delivered by Company to Customer under this rate schedule, plus the applicable fuel retention factor to compensate for fuel and gas otherwise used or lost and unaccounted for in Company's operations.

8 REQUEST FOR SERVICE

Requests for service hereunder shall be considered acceptable only if Customer has completed and returned Company's service request form (which is available to all Customers and potential Customers on request) to the following address:

UGI LNG Inc.
Attention: Natural Gas and Petroleum Coordinator
1100 Berkshire Boulevard, Suite 305
Wyomissing, PA 19610

Such requests for service shall contain the information specified in Company's service request form, as such may be revised from time to time, and

- a) Either with the request for service or at the time of execution of the service agreement, such other information, in writing, as is required to comply with regulatory reporting or filing requirements; and

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- b) Sufficient information to determine Customer's credit worthiness in accordance with Section 19 of the General Terms and Conditions of this Tariff.

9. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Company's Original Volume No. 1 FERC Gas Tariff are hereby made a part of this rate schedule. In the event of any inconsistencies between the General Terms and Conditions and this Rate Schedule LF-F, the terms and conditions of this Rate Schedule LF-I shall control.

Effective Date: 06/01/2009 Status: Effective

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Effective Date: 06/01/2009 Status: Effective

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RESERVED FOR FUTURE USE

Effective Date: 06/01/2009 Status: Effective

FERC Docket: RP09-365-000

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Effective Date: 06/01/2009 Status: Effective

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Effective Date: 06/01/2009 Status: Effective

FERC Docket: RP09-365-000

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GENERAL TERMS AND CONDITIONS
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GENERAL TERMS AND CONDITIONS

1. APPLICATION

The following General Terms and Conditions apply to all services rendered by Company under its rate schedules on file with and subject to the jurisdiction of the Federal Energy Regulatory Commission.

2. DEFINITIONS

Terms defined in the rate schedules in this Tariff shall have the same meaning in these General Terms and Conditions. The following terms shall have the meanings defined below:

- (a) "Gas Day" - A period of 24 consecutive hours beginning at 9 A.M. Central Clock Time which includes the recognition of Day Light Saving Time.
- (b) "Month" - A period beginning at 9 A.M. Central Clock Time on the first day of the calendar month and shall end at the aforesaid time on the first day of the next succeeding calendar month.
- (c) "Year" - A period of three hundred sixty-five (365) consecutive days beginning on the date of initial delivery of natural gas under the contract, or on any anniversary thereof; provided, however, that any such year which contains a date of February 29th shall consist of three hundred sixty-six (366) consecutive days.
- (d) "Heating Value" - Gross Heating Value on a dry basis which is the number of British thermal units produced by the complete combustion at constant pressure of the amount of dry gas which would occupy a volume of one cubic foot at 14.73 Psia and 60oF with combustion air at the same temperature and pressure as the gas, the products of combustion being cooled to the initial temperature of the gas and air and the water formed by combustion condensed to the liquid state.
- (e) "British Thermal Unit" (Btu) - The amount of heat required to raise the temperature of one (1) pound of water 1 degrees Fahrenheit at 60 degrees Fahrenheit.
- (f) "Mcf" - 1,000 cubic feet of gas.

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- (g) "Scheduled Daily Delivery" - The daily amounts of gas nominated electronically through Company's EBB or by electronic data interchange by Customer to Company covering a specific period of time and scheduled for delivery by Company pursuant to the provisions of Company's rate schedules.
- (h) "Dekatherm" (dt) - The quantity of heat energy which is 1,000,000 British Thermal Units.
- (i) "Natural Gas or Gas" - Natural gas processed or unprocessed, vaporized liquid natural gas, synthetic gas, gas from coal seams or any mixture of these gases.
- (j) "Potential Customers" - All current storage customers of Company as well as all persons who have pending requests for storage service or for information regarding storage services of Company.
- (k) "Maximum Rate" - The highest cost of service based rate (including applicable surcharges) specified under each respective rate schedule, which rate shall be the recourse rate.
- (l) "Business Day" - Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico.
- (m) "Point of Delivery" - The point or points at which Company delivers gas from its facilities to Customers or for the account of Customer; each Point of Delivery shall be set forth in the service agreement(s) with Customer.
- (n) "Point of Receipt" - The point or points at which Company receives gas into its facilities from or for the account of Customer; each Point of Receipt shall be set forth in the service agreement(s) with Customers.

3. QUALITY

- (a) May Be Processed Gas

Moisture, impurities, helium, natural gasoline, butane, propane, and any other hydrocarbons except methane may be removed from the natural gas delivered to or for the account of Customer prior to such delivery. Company may subject, or permit the subjection of, the natural gas to compression, cooling, cleaning and other processes.

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(b) Heating Value

The natural gas delivered by Company to or for the account of Customer or delivered by Customer or Customer's transporter to Company for shall not have a total heating value at the below Nine Hundred Sixty Seven (967) Btu per cubic foot of dry gas as determined in Section 2(d) of these General Terms and Conditions.

(c) Extraneous Substances

The natural gas delivered by Company to or for the account of Customer or delivered by Customer or Customer's transporter to Company for liquefaction:

- (i) Shall be commercially free from objectionable odors, dust, or other solid or liquid matter, which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters or other appliances through which it flows;
- (ii) shall have an uncombined oxygen content that does not exceed two-tenths (0.2) of one percent (1%) by volume, and both parties shall make every reasonable effort to keep the gas free from oxygen.
- (iii) Shall contain less than four percent (4%) by volume, of a combined total of carbon dioxide and nitrogen; it being understood, however, that the total carbon dioxide content shall not exceed three percent (3%) by volume.
- (iv) Shall be free of water and hydrocarbons in liquid form at the temperature and pressure at which the gas is received and delivered.
- (v) Shall contain less than one-half (0.5) grain (8 ppm) of hydrogen sulfide per one-hundred (100) cubic feet.
- (vi) Shall contain less than ten (10) grains of total sulphur, excluding any mercaptan sulphur, per one-hundred (100) cubic feet.
- (vii) Shall have a temperature of less than one-hundred twenty degrees (120o) Fahrenheit.
- (viii) Shall contain less than seven (7) pounds of water vapor per million cubic feet.

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- (ix) Shall contain less than two-tenths (0.2) gallon per thousand cubic feet, of those certain liquefiable hydrocarbons commonly referred to as natural gasoline, as determined by gas chromatographic analysis.
- (x) Shall not contain, either in the gas or in any liquids with the gas, any microbiological organism, active bacteria or bacterial agent capable of contributing to or causing corrosion and/or operational and/or other problems. Microbiological organisms, bacteria or bacterial agents include, but are not limited to, sulfate reducing bacteria (SRB) and acid producing bacteria (APB). Tests for bacteria or bacterial agents shall be conducted on samples taken from the meter run or the appurtenant piping using American Petroleum Institute (API) test method API-RP38 or any other test method acceptable to Company and Customer which is currently available or may become available at any time.
- (d) Failure to Conform

If the natural gas offered for delivery by Company shall fail at any time to conform to any of the specifications set forth in these General Terms and Conditions, then upon notification by Customer to Company of such failure, Customer may, at its option, refuse to accept delivery pending correction by Company. Upon Company's failure promptly to remedy any deficiency in quality as specified in Paragraph (c) of this Section 3, Customer may accept delivery of such natural gas and may make changes necessary to bring such natural gas into conformity with such specifications, and Customer shall then deduct from future payments any reasonable expense incurred by it in effecting such change.

If the natural gas tendered by Customer or Customer's transporter to Company for liquefaction shall fail at any time to conform to any of the specifications set forth in these General Terms and Conditions or might otherwise interfere with or adversely affect Company's liquefaction or storage process, then upon notification by Company to Customer, Company may, at its option, refuse to accept such gas pending correction by Customer or Customer's transporter.

- (e) Right to Commingle

Company shall have the unqualified right to commingle gas transported hereunder with gas from other sources, and to treat and handle all such gas as its own. It is recognized that gas delivered may not be the same molecules as those received.

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4. MEASUREMENTS

(a) Measurement Unit

The unit of the natural gas deliverable shall be a Dekatherm (one Dt) of gas on the measurement basis hereinafter set forth.

(b) Quantity and Heating Value

The quantity and the Heating Value of the natural gas delivered by Company to or for the account of Customer or delivered by Customer or Customer's transporter to Company for liquefaction shall be determined as follows:

- (i) The unit of measurement for the purpose of service under any of Company's rate schedules shall be one (1) dekatherm (Dth), consisting of one million (1,000,000) British Thermal Units. The number of dekatherms delivered shall be determined by multiplying the number of cubic feet of gas received or delivered, measured on the measurement basis hereinafter specified, by the total heating value of such gas, in British Thermal Units per cubic foot, as defined in Section 1 of the General Terms and Conditions, and by dividing the product by 1 million (1,000,000).
- (ii) The unit of quantity for the purpose of measurement shall be 1 cubic foot of gas at a temperature of 60o Fahrenheit and at an absolute pressure of 14.73 pounds per square inch.
- (iii) The unit of weight for the purpose of measurement shall be one (1) pound mass of gas.
- (iv) The average absolute atmospheric pressure shall be assumed to be 14.7 pounds per square inch.
- (v) The temperature of the gas passing through the meters shall be determined by the use of electronic transducers, recording thermometer or other temperature measuring devices. The arithmetic average of the temperature recorded each 24-hour day shall be used in computing gas quantities or continuous instantaneous temperature measurements as may be applied to metering instruments to provide the quantity computation.

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- (vi) The specific gravity of the gas flowing through the meters shall be determined by gas chromatographic analysis, continuous recording gravitometer, or continuous or spot sampling methods, unless otherwise mutually agreed upon by Customer and Company. The arithmetic average of the specific gravity recorded during each 24-hour day shall be used in computing gas quantities or continuous instantaneous specific gravity measurements may be applied to metering instruments to provide the quantity computation.
- (vii) When orifice meters are used, the computation of quantities of gas delivered shall be in accordance with the recommendations as published by the American Gas Association's Report No. 3, Revised - 1990, and the ANSI/API 2530, First Edition, and any subsequent amendments thereof as may be mutually agreed upon by Customer and Company.
- (viii) The total heating value shall be determined by gas chromatographic analysis or by other methods mutually agreed upon by Customer and Company. The arithmetic average of the heating value recorded each 24-hour day and as adjusted to conditions as specified in Section 1 of the General Terms and Conditions, or continuous instantaneous heating value measurements, shall be used for computations requiring energy characteristics.
- (ix) The deviation of the gas delivered hereunder from Boyle's and Charles' Laws shall be determined by gas chromatographic analysis or by analytical methods mutually agreed upon by Company and Customer. The amount of nitrogen and carbon dioxide contained in the gas shall be determined, for the purpose of determining the deviation factors, every three (3) months or at such other intervals as is found expedient.

5. MEASUREMENT EQUIPMENT

(a) Measuring Facilities

Company will install, maintain and operate a measuring facility properly equipped with standard orifice meters, flange connections, orifice plates and other necessary measuring equipment in compliance with AGA Report No. 3. At Company's discretion, other standard type meters may be used provided that such are suitable for the purpose by which the quantities of gas received for liquefaction and vaporized for delivery shall be measured and determined. Where orifice measurement equipment is to be used, it shall utilize "Flange Tap Connections" and the static pressure shall be measured at the down-stream flange tap connection. Orifice meter chart recorders or electronic flow

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computers may be used, at pipeline's option, to determine gas quantities. Static and differential pressures shall be recorded by Company.

(b) Joint Presence

Each party shall have the right to be present at the time of installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with measuring equipment involved in billing and used in measuring or checking the measurement of receipts and deliveries. The records from such measuring equipment shall remain the property of their owner, but upon request, each will submit to the other its records, together with calculations therefrom for inspection and verification, subject to return within ten (10) days after receipt thereof.

(c) Installation

All installations of measurement equipment applying to or affecting receipts and deliveries shall be made in such manner as to permit an accurate determination of the quantity of natural gas delivered and ready verification of the accuracy of measurement. Care shall be exercised by Company and Customer in the installation, maintenance and operation of pressure regulating equipment so as to prevent any inaccuracy in the determination of the quantity of gas received or delivered hereunder.

(d) Inaccurate Meter

In the event a meter is out of service, or registering inaccurately, the quantity of natural gas received or delivered shall be determined,

- (i) By using the registration of any check meter or meters if installed and accurately registering, or, in the absence of (i),
- (ii) By correcting the error or the percentage of error if ascertainable by calibration, test, or mathematical calculation, or in the absence of both (i) and (ii), then
- (iii) By estimating the quantity of receipts or deliveries during periods under similar conditions when the meter was registering accurately.

(e) Verification

The accuracy of Company's measurement equipment shall be verified by Company at reasonable intervals, and, if requested, in the presence of representatives of Customer, but Company shall not be required as a matter of routine to verify the

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accuracy of such equipment more frequently than once in any one-hundred, eighty (180) day period.

In the event either party shall notify the other that it desires a special test of any measuring equipment, the parties shall cooperate to secure a prompt verification of the accuracy of such equipment. The expense of such special tests as may be requested by Customer shall be borne by Customer if the measuring equipment, by such tests, is found to be correct.

(f) Adjustment for Inaccuracy

If, upon test, any measurement equipment is found to be inaccurate, such equipment shall be adjusted at once to record correctly, and the amount of error shall be determined by the most accurate method feasible. If, upon test, any measurement equipment is found to be inaccurate by an amount exceeding two percent (2.0%) in the measurement of gas quantities since the last preceding test, then the calculated deliveries of gas shall be adjusted to compensate for such error. Such adjustment shall be made for such period of inaccuracy which is definitely known. If the period of inaccuracy is not definitely known or agreed upon, such correction shall be for a period extending over one-half of the time elapsed since the date of the last test, not exceeding a correction period of sixteen (16) days. Measurement data corrections should be processed within six (6) months of the production month with a three (3) month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

(g) Maintenance of Records

Company and Customer shall preserve all original or equivalent electronic test data, charts, or other similar records for a period required by the applicable rules of regulatory agencies having jurisdiction.

(h) New Measurement Methods

If at any time a new method or technique is developed with respect to gas measurement or the determination of the factors used in such gas measurement, such new method or technique may be used by Company.

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6. BILLING

(a) Rendering of Bills

On or before the 10th working day of each month Company shall render its bill for services rendered during the preceding month and any adjustments in these charges billed in the previous month(s), including any adjustments for failure to deliver due to force majeure, operating conditions or for other causes. Bills shall be rendered via U.S. mail unless Customer elects otherwise. Such bill shall include the demand charges, commodity charges, surcharges, if any, and any adjustment in these charges billed in the previous month(s).

(b) Rendering of Bills to be Electronic if Elected by Customer

If Customer elects, in the manner set forth below, bills shall be rendered electronically via Company's EBB. Bills shall be rendered electronically when Company posts notification on Company's informational posting website that invoices are approved or final on Company's EBB. Contemporaneously with such posting, Customer shall receive that notification in its private mailbox in Company's EBB. In addition, Customer may elect, on Company's EBB, to receive e-mail notification, to the e-mail address designated by Customer, when bills are rendered electronically. It is the Customer's responsibility to maintain current e-mail information in Company's EBB.

Rendered is defined as postmarked, time stamped, and delivered to the designated site or designated as approved or final on Company's EBB.

(c) Billing Adjustments

Prior period adjustment time limits should be 6 months from the date of the initial invoice with a 3-month rebuttal period, excluding government required rate changes. The 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.

(d) Supporting Data

Company and Customer shall each deliver to the other for examination such pertinent records and charts as shall be necessary to verify the accuracy of any statement, chart or computation made by either of them under or pursuant to any of the provisions hereof, of the applicable rate schedule or of the service agreement.

7. PAYMENTS

(a) Payment of Bills

Except as otherwise hereinafter provided in this Section 7, Customer shall pay to Company by wire transfer of immediately available funds on or before the 20th day of each month Company's bill for service rendered during the preceding calendar month and any adjustment of these charges for the previous month.

If the payment date is not a Business Day then payment is due the following Business Day.

Party making payment should submit supporting documentation; party receiving payment should apply payment per supporting documentation provided by the paying party; and if payment differs from invoiced amount, remittance detail should be provided with the payment, except when payment is made by electronic funds transfer (EFT), in which case the remittance detail is due within two Business Days of the payment due date. The Statement of Account should report outstanding balances by invoice.

(b) Failure to Pay

Should Customer fail to pay the full amount of any bill as herein provided when such amount is due, interest on the unpaid portion of such amount shall accrue at the rate equal to the interest rate calculated in accordance with 18 C.F.R. Section 154.501(d)(1) of the Commission's Regulations from the due date until the date of payment. If such failure to pay continues for 30 days after payment is due, Company, in addition to any other remedy it may have hereunder, may notify Customer in writing of its nonpayment, allowing Customer thirty days to make payment of any unpaid amount and to provide assurances satisfactory to Company that such non-payment will not recur. Company will not suspend service under this Section 7(b) until ten days after the end of such thirty-day period, and then only upon written notice to Customer and the Commission.

If Customer in good faith shall dispute the amount of any such bill or any part thereof, Customer shall provide written notice of its dispute including documentation identifying basis of dispute and shall either (1) pay to Company the full amount of such bill, subject to refund as described in Section 7(c) below, or (2) pay to Company such amount as it concedes to be correct, and at any time thereafter within 30 days of a demand made by Company, shall furnish good and sufficient surety bond from a surety on the U.S. Treasury approved list guaranteeing payment to Company of the amount finally determined to be due. If, under option (2) as set forth in the immediately preceding sentence, Customer, at Company's demand, posts a surety bond and the amount finally determined to be due is that amount which Customer asserted

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in its written notice of its dispute as being the correct amount due, then Company shall reimburse Customer for the amount of the premium paid for the surety bond obtained by Customer. Upon (1) payment of such bill in full in the manner hereinabove described or (2) the furnishing of such bond by Customer (unless and until default be made in the conditions of such bond), Company shall not be entitled to suspend service pending a determination of the final amount due. If Customer provides notice of its dispute and fails to (1) pay all or any part of such bill or (2) furnish a bond, Company may take action to suspend service in the manner hereinabove described. A final, non-appealable determination of the amount due may be reached either by agreement between the parties, arbitration, or judgment of a court.

(c) Over or Under Charges

If within 6 months from the date of the initial invoice with a 3-month rebuttal period, it shall be found that Customer has been overcharged or undercharged in any form whatsoever under the provisions hereof, and Customer shall have actually paid the bills containing such overcharge or undercharge, then within 30 days after the final determination thereof, Company shall refund the amount of any such overcharge with interest thereon at the rate equal to the interest rate calculated in accordance with 18 C.F.R. Section 154.501(d)(1) of the Commission's Regulations from the time such overcharge was paid to the date of refund, and Customer shall pay the amount of any undercharge but without interest.

(d) Delayed Bills

If rendition of a bill by Company to Customer is delayed beyond the date specified in Section 6 of these General Terms and Conditions, then Customer shall pay such bill by wire transfer within 10 days after rendition thereof.

8. CUSTOMER INFORMATION

Company shall determine the total quantity of gas received from Customer or Customer's transporter and the total quantity of gas delivered to or for the account of a Customer and upon request shall promptly furnish such information to Customer.

9. POSSESSION OF GAS

After Customer delivers or causes gas to be delivered to Company at the Point of Receipt, Company shall be deemed to be in control and possession of the gas until it is redelivered to Customer or for the account of Customer at the Point(s) of Delivery. Customer shall have no responsibility with respect to any gas deliverable by Company

or on account of anything which may be done, happen or arise with respect to such gas until Company redelivers such gas to Customer or for the account of Customer. Company shall have no responsibility with respect to such gas before Customer delivers such gas to Company or after Company redelivers such gas to Customer or for the account of Customer, or on account of anything which may be done, happen or arise with respect to such gas before such delivery or after such redelivery.

10. WARRANTY OF TITLE TO GAS

Customer warrants for itself, its successors, and assigns, that it will at the time of delivery to Company for service hereunder have good and marketable title to all gas delivered free and clear of all liens, encumbrances and claims whatsoever. Customer shall indemnify Company and save it harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas, including claims for any royalties, taxes, license fees or charges applicable to such gas or to the delivery thereof to Company for service hereunder.

11. FORCE MAJEURE AND OPERATING CONDITIONS

11.1 Definition of Force Majeure and Operating Conditions

The term force majeure as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy or terrorists, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, the order of any court or government authority having jurisdiction while the same is in force and effect, civil disturbances, explosions, breakage, accidents to machinery or lines of pipe, freezing of or damage to receipt or delivery facilities, National Weather Service warnings or advisories, whether official or unofficial, that result in the evacuation of facilities, inability to obtain or unavoidable delay in obtaining material or equipment, and any other cause whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome.

The term operating conditions as employed herein shall mean the necessity to make modifications, tests, or repairs to Company's facilities. Company shall exercise reasonable diligence to schedule maintenance so as to minimize disruptions of service to Customers and shall provide reasonable notice of the same. Operating conditions shall not include routine maintenance during normal periods of peak demand, where such maintenance was required due to Company's negligence, willful actions or failure to act. In the event of

either party being rendered unable, wholly or in part, by force majeure or operating conditions to carry out its obligations other than (i) the obligation of Customer to pay daily demand charges to Company and (ii) the obligation to make payment of amounts accrued and due at the time thereof, it is agreed that on such party's giving notice and full particulars of such force majeure in writing, facsimile, telephone or through electronic means to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of both parties, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall so far as possible be remedied with all reasonable dispatch.

Neither party shall be liable in damages to the other for any act, omission or circumstance occasioned by, or in consequence of, force majeure or operating conditions, as herein defined. Such causes or contingencies affecting the performance by either party, however, shall not relieve it of liability unless such party shall give notice and full particulars of such cause or contingency in writing, facsimile, telephone or through electronic means to the other party within a reasonable time after the occurrence relied upon, nor shall such causes or contingencies affecting the performance by either party relieve it of liability in the event of its failure to use due diligence to remedy the situation and remove the cause with all reasonable dispatch, provided that the resolution of strikes, lockouts or other labor disputes shall be within the sole discretion of the party involved therein. Such causes or contingencies affecting the performance of either party shall not relieve Customer from (i) its obligation to make payments of daily demand charges except to the extent that such causes or contingencies are caused by Company's negligence or willful misconduct, and (ii) its obligation to make payment of amounts accrued and due at the time thereof.

11.2 Daily Interruption or Allocation of Services Due to Force Majeure or Unscheduled Operating Conditions

(a) If, due to force majeure or unscheduled operating conditions, Company is unable to receive, liquefy, vaporize or redeliver gas tendered by Customers for firm contract storage service, then Company, shall order reduction of service in accordance with the following provisions:

(i) In cases where Company's ability to provide service under Rate Schedule LNG-I and/or LF-I is affected, Company shall first order interruption or allocation of service on a pro-rata basis.

(ii) After interruption or allocation of services as specified in 11.2(a)(i) above, Company shall order reduction of Customers' firm contract storage, liquefaction and/or vaporization entitlements on a pro rata basis based on firm contract entitlements.

(b) Notice provided by Company to Customer of any reduction in contract shall be given as soon as possible under all circumstances but no later than the beginning of the next Business Day. Such notice shall be made available on Company's EBB, and Company shall make reasonable efforts to provide notice by facsimile, e-mail or telephone.

11.3 Daily Interruption or Allocation of Service Due to Scheduled Operating Condition If due to scheduled operating conditions, Company is unable to receive, liquefy, vaporize or redeliver gas tendered by Customers for storage service, then Company, upon providing as much notice as possible before ordering a reduction of service in accordance with Sections 11.2(a)(i) and 11.2(a)(ii).

11.4 Interruption of Interruptible Services. Company may interrupt any interruptible services (i) for the reasons set forth in Sections 11.1 through 11.3, above, or (ii) for the purpose of making capacity available for firm services under Rate Schedules LNG-F and LF-F. Whenever Company determines that such interruption is appropriate Customer shall do so beginning with quantities attributable to Customers paying the lowest price, and pro rata among Customers paying the same price;

12. PRESSURES

Company shall deliver natural gas to Customer when Customer has made appropriate arrangements with respect to displacement on the downstream transporter's system or directly into Customer's facilities, if they are connected to the Company directly, but in no event shall Company make such deliveries at pressures greater than 800 psig.

Natural gas delivered by Company to Customer or Customer's transporter in the liquid phase shall be at the pressure developed by the force of gravity on the liquid head contained in Company's storage tank or at the pressure developed by auxiliary equipment that may be in operation at the time of delivery.

13. DULY CONSTITUTED AUTHORITIES

The rate schedules of Company, these General Terms and Conditions, and the respective obligations of the parties under the service agreements, are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

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14. NOTICES

Except as otherwise provided in this FERC Gas Tariff or in the executed service agreement, any notice, request, demand, statement or bill which either Company or Customer may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by postpaid registered mail addressed to said party at its last known post office address, or at such other address as either party may designate in writing. Routine communications, including monthly statements and payments, shall be considered as duly delivered when mailed by either registered or ordinary mail. General communications will be posted on Company's electronic bulletin board (Company's EBB) and such posting shall be considered as duly delivered.

15. MAXIMUM DAILY DELIVERY OBLIGATIONS

The maximum daily delivery obligation under Company's Rate Schedule LNG-F or LNG-I shall be the Vaporization Quantity specified in the applicable service agreement, subject to limitations on maximum deliverability due to pressure conditions on the downstream facilities connected to the Company's vaporization facilities. The maximum daily delivery obligation under Company's Rate Schedule LF-F or LF-I shall be the Liquefaction Quantity specified in the applicable service agreement. Company shall notify Customer, in advance, of the Heating Value to be used by Customer to determine the maximum daily delivery obligation of Company and, as far in advance as possible, when any change in such Heating Value is anticipated.

16. ANNUAL CHARGE ADJUSTMENT (ACA) PROVISION

16.1 Application.

This Section of the General Terms and Conditions is filed pursuant to Section 154.402 of the Federal Energy Regulatory Commission's Regulations and Order No. 472 issued May 29, 1987. This Section authorizes Company to recover from Customers the annual charge assessed to Company by the Commission for Commission budgetary expenses. Company shall recover this charge by including in Company's rates an amount no greater than the per dth charge assessed against Company by the Commission. During the effectiveness of this ACA provision, it is Company's intent not to recover in a cost-based NGA Section 4 rate case any annual charges recorded in FERC Account No. 928 assessed to Company by the Commission pursuant to Order No. 472.

16.2 Definitions

(a) Effective Date. Company shall adjust its rates annually to be effective each October 1. Company shall comply with the notice requirements of Section 154.22 of the Commission's Regulations.

(b) Unit Rate. Company's Unit Rate shall be the unit rate used by the Commission to determine the annual charge assessment to Company adjusted, as appropriate, to a thermal basis.

(c) Affected Rate Schedules. The affected Rate Schedules are all storage Rate Schedules contained in Company's Original Volume No. 1 FERC Gas Tariff.

16.3 Procedures to Determine Annual Charge Adjustment (ACA) Unit Rate.

Company shall determine the ACA Unit Rate by utilizing the unit rate used by the Commission to determine Company's annual charge adjustment and adjust such unit rate, as appropriate, to a thermal basis. Company shall round such Unit Rate to the nearest one-hundredth of one cent (\$0.0001). Company will assess the ACA Unit Rate on the quantities withdrawn under Rate Schedule LF-F and LF-I.

17. NOMINATIONS, CONFIRMATIONS AND ALLOCATION OF CAPACITY

17.1 Nominations

(a) Customer shall notify or cause Company to be notified of Customer's receipt and delivery requirements under all firm and interruptible rate schedules in advance of such requirements. Company, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Company determines that operating conditions permit. At a receipt or delivery point, the lesser of rule (as identified in NAESB Standard 1.3.22, Version 1.5) applies when confirming. With respect to Customer's desired levels of service under firm and interruptible rate schedules, a nomination made through electronic data interchange shall include all mandatory Commission-approved data elements; for a nomination made through Company's EBB, Customer shall furnish Company the following:

(i) the desired receipt and delivery points, the corresponding daily quantities, and the schedule ranks;

(ii) names of entities who will deliver gas to Company and entities who will receive gas from Company;

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(iii) the begin and end dates upon which such deliveries are desired, provided the nomination begin and end dates are within the term of Customer's contract.

(iv) All nominations should be considered original nominations and should be replaced to be changed. An original nomination shall apply to each cycle within the gas day unless the nomination is revised. In that event, the revised nomination shall apply to subsequent cycles within the gas day. Intra-day nominations can be used to request increases or decreases in total flow. 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.

18. CAPACITY RELEASE

18.1 Purpose. This Section sets forth the provisions under which a Customer ("Releasing Customer") which has a currently effective service agreement with Company for firm storage service rendered under Part 284 of the FERC's regulations may release its firm capacity entitlements as described in Sections 18.2 and 18.3 below to a third party ("Replacement Customer"). A Replacement Customer may re-release all or part of the acquired firm capacity entitlements under Rate Schedule LNG-F or LF-F to one or more other Replacement Customers.

18.2 Definitions. The definitions of terms applicable to this Section are as follows:

(a) Releasable Firm Capacity Entitlements - Firm storage capacity entitlements (and service associated vaporization and liquefaction entitlements) as described in a Releasing Customer's agreement.

(b) Prearranged Release - Arrangement by a Releasing Customer for a specific Replacement Customer to obtain the Releasing Customer's released capacity.

(c) Recall Rights - Conditions under which the right to the released capacity reverts from the last Replacement Customer to a Releasing Customer who specified such conditions. Such conditions must be objectively stated, non-discriminatory and applicable to all potential Replacement Customers.

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(d) Best Bid - Potential Replacement Customers who qualify for bidding pursuant to Section 18.7(b) hereunder ("bidders") shall be allowed to submit bids for capacity. Within 1 hour after the close of the bidding period, Company shall determine the Best Bid based on the Releasing Customer's objective criteria and shall report same to the Releasing Customer. If the Releasing Customer does not provide the objective criteria to be used for selecting the Best Bid, then Company's objective criteria for Best Bid shall be used as set forth in Section 18.11.

(e) Contingent Bids - If permitted by a Releasing Customer, bidders may qualify their acceptance of awarded capacity contingent upon such bidder obtaining other released capacity, whether on Company's system or a third-party pipeline. If a contingent bidder declines awarded capacity, the next Best Bid shall be selected, and so on, until all contingent bids related to such capacity have been exhausted.

(f) Re-put Rights - An indication, specified at the time of the deal, whether Releasing Customer may re-put capacity to Replacement Customer after a recall.

18.3 Release Rights. A Releasing Customer may release its Releasable Firm Capacity Entitlements in whole or in part on a full or partial term basis, with or without Recall Rights or any combination thereof.

18.4 Prearranged Releases Not Subject to Prior Notice

(a) A Releasing Customer may release its Releasable Firm Capacity Entitlements to a Replacement Customer through a Prearranged Release by providing notice to Company, provided that the Prearranged Release:

(i) is for a period of 31 days or less;

(ii) is to an asset manager as defined in Section 284.8(h) (3) of the Commission's Regulations; or

(iii) is to a marketer participating in a state-regulated retail access program as defined in Section 284.8(h) (4) of the Commission's Regulations.

(b) At the request of the Releasing Customer, releases under Section 18.4(a) (i) through 18.4(a) (iii) may be posted for bidding and, if so posted, are subject to the requirements of Section 18.5.

(c) Company shall post notice of the transaction on Company's EBB service or electronic data interchange in accordance with the provisions of Section 18.9. The notification shall include the information set forth in Section 18.11(c).

18.5 Prearranged Releases Subject to Prior Notice

Prearranged Releases with a term greater than 31 days must be posted for bidding pursuant to the requirements of this Section 18.5 regardless of the rate charged, unless such Prearranged Release is to an asset manager as defined in Section 284.8(h) (3) of the Commission's Regulations, or to a marketer participating in a state-regulated retail access program as defined in Section 284.8(h) (4) of the Commission's Regulations. For each such release, Releasing Customer shall notify Company via Company's EBB service or electronic data interchange of such release. Company shall post the notice of prearranged offer for release on its EBB service or through electronic data interchange. The notification shall include the following information:

- (a) The identity of the Releasing Customer unless Releasing Customer elects otherwise.
- (b) The term of the Prearranged Release.
- (c) All conditions of release objectively stated, including but not limited to any Recall Rights.
- (d) The Rate Schedule and specific quantity of capacity to be released.
- (e) The prearranged daily demand charge per Dt/d of vaporization quantity entitlement applicable to the capacity to be released.
- (f) The start and end dates for the posting period for competitive bids.
- (g) The criteria for selecting the Best Bid.
- (h) The date and time of the offer posting.
- (i) Length of time for a prearranged Customer to match the terms and conditions of the Best Bid.
- (j) Whether Contingent Bids are permitted and, if so, the length of time during which the contingent bidder(s) will be allowed to accept or decline the capacity without condition.

(k) Any tie-breaking methodologies.

If the Best Bid is superior to the initial prearranged agreement, then Company shall contact the prearranged Replacement Customer and the prearranged Replacement Customer shall have the option to match the terms and conditions of the Best Bid in accordance with Section 18.5(i) above and thereby be awarded such capacity. The minimum length of time within which a prearranged Customer may match the Best Bid is one half hour after evaluation period ends in accordance with Section 18.9. The terms of the winning bid shall be posted by Company in accordance with Section 18.11(c).

18.6 Releases Subject to Prior Notice and Competitive Bidding

Releases that are not prearranged are subject to prior notice and competitive bidding. Company shall post the notice of release on its EBB. The notification shall include the following information:

(a) The identity of the Releasing Customer unless Releasing Customer elects otherwise.

(b) The term of the release.

(c) The existence of any conditions of release, objectively stated, including, but not limited to, any recall and whether minimum term, rate, or volume conditions apply. Any minimum term, rate, or volume conditions will be posted at the option of the Releasing Customer.

(d) The rate schedule and specific quantity of capacity to be released.

(e) The maximum daily demand charge per Dt/d of vaporization quantity entitlement applicable to the capacity to be released.

(f) The start and end dates for the bidding period.

(g) The objective criteria for selecting the best bid.

(h) The date and time of the offer posting.

(i) Whether Contingent Bids are permitted and, if so, the length of time during which the contingent bidder(s) will be allowed to accept or decline the capacity without condition.

(j) Any tie-breaking methodologies.

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The terms of the winning bid shall be posted by Company in accordance with Section 18.11(c).

18.7 Submission of Offers and Bids

(a) Offers for capacity to be released and bids for released capacity shall be submitted to Company via its EBB service or electronic data interchange. Offers are binding until electronic notice of withdrawal is received by Company. For each business day, all objectively stated and nondiscriminatory approved offers for release capacity received by Company from Releasing Customers will be made available on Company's EBB service or through electronic data interchange in accordance with Section 18.9. Where unanticipated circumstances justify, such offers may be withdrawn unless a minimum bid has been submitted for such capacity.

(b) All potential Replacement Customers must have satisfied Company's requirements for credit worthiness pursuant to Section 19 of the General Terms and Conditions of Company's Tariff prior to submitting a bid for firm capacity posted by a Releasing Customer. If a party does not qualify as a qualified Replacement Customer pursuant to this Section, the party cannot bid on a Releasing Customer's offer.

(c) Only demand charge bids will be allowed, stated either as a daily demand charge per Dt per day of vaporization quantity entitlement applicable to the capacity for storage reservation rate releases or as a daily demand charge per Dt per day vaporized for storage volumetric releases.

(d) Releasing and Replacement Customers shall hold Company harmless with regard to any claim which may be raised by any party regarding the selection of a Best Bid, except to the extent that such party successfully establishes that Company has incorrectly selected the Best Bid as the result of the negligent action or willful misconduct of Company.

(e) Potential Customers bidding for capacity shall have access to other potential Customers' bids, excluding bidder's identity, during the bidding process.

(f) Releasing Customer may not extend the bid period or the prearranged deal match period, without posting a new release.

(g) For prearranged capacity releases, the Releasing Customer must submit both the offer and the bid. The Replacement Customer must confirm the prearranged capacity release by accepting the prearranged bid prior to Company awarding such released capacity.

(h) The term of the release shall be for a fixed period and shall not continue beyond such term.

18.8 Capacity Release Agreements

Once released capacity has been awarded, the terms of the award, which shall be based on the Releasing Customer's offer to release the capacity and the Replacement Customer's bid for the capacity, and the provisions of Company's applicable Form of Service Agreement shall together establish and constitute the contractual relationship between Company and the Replacement Customer governing the released capacity, with the terms of the award supplying the necessary information to complete the applicable Form of Service Agreement. In that regard, the Replacement Customer specifically agrees to follow Company's nomination deadlines, as set forth in Section 17.1 of these General Terms and Conditions. Such contracting process shall be accomplished through Company's EBB.

18.9 Posting Periods

The 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, 2) there are no special terms or conditions of the release, and 3) for purposes of determining the Best Bid, the methodology specified by the Releasing Customer is either highest rate, net revenue, or present value.

(a) For Short-Term Releases (less than one year): (All times are Central Clock Time)

12:00 noon - Releasing Customers must input offers subject to bid to release firm capacity on a business day (and Pre-Arranged Replacement Customer's Bid information if applicable) in the Capacity Release product on Company's EBB or through electronic data interchange for Company's approval.

1:00 p.m. - Bidding period closes for all applicable offers on a business day. Evaluation period begins. During the evaluation period, contingency bids are eliminated, determination of best bid is made, and ties are broken.

2:00 p.m. - Evaluation period ends. Company identifies the highest bidder(s); or notifies Pre-Arranged Customer of right to match the best bid pursuant to Section 18.5(i).

2:30 p.m. - Pre-Arranged Replacement Customer's right to match the best bid expires.

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3:00 p.m. - Post awarded release to Replacement Customer.

4:00 p.m. - Company shall tender a contract and Replacement Customer may nominate at the earliest available nomination cycle for the effective date of the contract.

(b) Intraday Release of Pre-Arranged Offers Not Subject to Bid (All times are Central Clock Time)

Posting times for intraday determination shall be as follows:

(i) Intraday 1 Cycle

9:00 a.m. - Posting of pre-arranged offers not subject to bid.

10:00 a.m. - Company shall tender Replacement Customer's contract. Replacement Customer may nominate in the ID1 nomination cycle as specified in Section 17.1.

(ii) Timely Cycle

10:30 a.m. - Posting of pre-arranged offers not subject to bid.

11:30 a.m. - Company shall tender Replacement Customer's contract. Replacement Customer may nominate in the timely nomination cycle as specified in Section 17.1.

(iii) Intraday 2 Cycle

4:00 p.m. - Posting of pre-arranged offers not subject to bid.

5:00 p.m. - Company shall tender Replacement Customer's contract. Replacement Customer may nominate in the ID2 nomination cycle as specified in Section 17.1.

(iv) Evening Cycle

4:00 p.m. - Posting of pre-arranged offers not subject to bid.

6:00 p.m. Company shall tender Replacement Customer's contract. Replacement Customer may nominate in the evening nomination cycle as specified in Section 17.1.

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(c) For Longer-Term Releases (One Year or More):

The timeline is the same as Short-Term Releases except that the Releasing Customer shall post the offer via Company's EBB service or electronic data interchange by 12:00 p.m. Central Clock Time four (4) business days before the bidding period ends. The bidding period closes at 1:00 p.m. Central Clock Time on the business day before nominations are due.

(d) The Maximum Posting Period shall be:

(i) Thirty (30) business days for a release period of one year or less.

(ii) Ninety (90) business days for a release period of greater than one year.

18.10 Recall Rights/Re-put Rights

(a) Recall conditions cannot be expanded or in any way modified by subsequent Releasing Customers. The Releasing Customer specifying the recall conditions shall be the only party that can exercise and administer such Recall Rights. In the event of any conflict, the instructions and communications of the Releasing Customer specifying the recall conditions shall govern.

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

(c) Releasing Customers may, to the extent permitted as a condition of the capacity release, recall released capacity (scheduled or unscheduled) at the Timely Nomination Cycle and the Evening Nomination Cycle, and recall up to two-thirds of the released capacity at the Intraday 1 Nomination Cycle and up to one-half of the released capacity at the Intraday 2 Nomination Cycle by providing notice to Company by the following times for each cycle:

(i) Timely Recall Notification:

(a) A Releasing Customer recalling capacity should provide notice of such recall to Company and the first Replacement Customer no later than 8:00 a.m. on the day that Timely Nominations are due;

(b) Company should provide notification of such recall to all affected Replacement Customers no later than 9:00 a.m. on the day the Timely Nominations are due (Central Clock Time);

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(ii) Early Evening Recall Notification:

- (a) A Releasing Customer recalling capacity should provide notice of such recall to Company and the first Replacement Customer no later than 3:00 p.m. on the day that Evening Nominations are due;
- (b) Company should provide notification of such recall to all affected Replacement Customers no later than 4:00 p.m. on the day that Evening Nominations are due (Central Clock Time);

(iii) Evening Recall Notification:

- (a) A Releasing Customer recalling capacity should provide notice of such recall to Company and the first Replacement customer no later than 5:00 p.m. on the day that Evening Nominations are due;
- (b) Company should provide notification of such recall to all affected Replacement Customers no later than 6:00 p.m. on the day that Evening Nominations are due (Central Clock Time);

(iv) Intraday 1 Recall Notification:

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

(v) Intraday 2 Recall Notification:

- (a) A Releasing Customer recalling capacity should provide notice of such recall to Company and the first Replacement Customer no later than 2:30 p.m. on the day that Intraday 2 Nominations are due; and
- (b) Company should provide notification of such recall to all affected Replacement Customers no later than 3:30 p.m. on the day that Intraday 2 Nominations are due (Central Clock Time).

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- (c) For recall notification provided to Company prior to the recall notification deadline specified above and received between 7:00 a.m. and 5:00 p.m., Company should provide notification to all affected Replacement Customers no later than one hour after receipt of such recall notification.

For recall notification provided to Company after 5:00 p.m. and prior to 7:00 a.m., Company should provide notification to all affected Replacement Customers no later than 8:00 a.m. after receipt of such recall notification. (Central Clock Time)

The party recalling the capacity shall be subject to Company's nomination deadlines, in accordance with the provisions set forth in Section 17.1 of the General Terms and Conditions. Company is not obligated to deliver volumes in excess of the total daily contract quantity of the release as a result of recalls.

- (d) When capacity is recalled, it may not be repute for the same gas day. The deadline for notifying Company of a repute is 8:00 a.m. to allow for timely nominations to flow on the next gas day.
- (e) At the end of the recall period, capacity shall revert back to the Replacement Customer, if applicable, subject to Company's nomination deadlines, as set forth in Section 17.1 of the General Terms and Conditions.

18.11 Company's Criteria for Best Bid

- (a) Company's standard for selecting the Best Bid shall be the highest net present value of demand charges. In case of ties, unless otherwise specified by the Releasing Customer, a random and blind selection process will be used to select the winning bid.
- (b) If the Releasing Customer does not provide a tie-breaking methodology, then Company's tie-breaking methodology shall be to allocate capacity on a pro-rata basis among equal bids,
- (c) The terms of the winning bid shall be posted by Company on Company's EBB and such posting shall include the following information:
 - (i) The identity of the Releasing Customer;
 - (ii) The identity of the Replacement Customer;

(iii) The term of the release;

(iv) The daily demand charge per Dth of vaporization quantity entitlement applicable to the capacity;

(v) All conditions of release objectively stated including, but not limited to, any recall conditions;

(vi) The specific quantity of capacity released;

(vii) Whether the release is to an asset manager as defined in Section 284.8(h) (3) of the Commission's Regulations and, if so, the asset manager's obligation to deliver gas to, or purchase gas from, the releasing shipper including the volumetric level of the obligation and the time periods the obligation is in effect.

(viii) Whether the release is to a marketer participating in a state-regulated retail access program as defined in Section 284.8(h) (4) of the Commission's Regulations.

18.12 Billing and Payment

The Replacement Customer shall be billed by Company and shall make payments to Company in accordance with the terms of Company's applicable rate schedule and the service agreement(s), and Company shall simultaneously credit (on a contingent basis) all demand charges billed to the replacement Customer to the Releasing Customer's bill in that month. If the replacement Customer fails to pay the demand charges by the due date, Company shall reverse the credit and bill the Releasing Customer in the following month for said demand charges, plus interest, and the rights to the capacity shall, at the election of the Releasing Customer, revert to the Releasing Customer for the remaining term of the release, subject to Company's nomination deadlines, as set forth in Section 17.1 of the General Terms and Conditions.

18.13 Marketing Fee

Company shall have the right to negotiate a marketing fee with a Releasing Customer for any mutually agreeable marketing services which are provided by Company.

18.14 Permanent Releases

A Customer which has a currently effective executed service agreement with Company under Company's Rate Schedules LNG-F or LF-F may release its capacity to a third party ("Replacement Customer") for the remaining term of the contract and be relieved of all liability under its service agreement prospective from the effective date of such release, provided that the following conditions are satisfied:

- (a) Customer's capacity was not acquired under temporary capacity release pursuant to this Section 18.
- (b) the Replacement Customer executes a new service agreement under Rate schedules LNG-F pursuant to Part 284 of the regulations of the FERC that is subject to pre-granted abandonment;
- (c) the Replacement Customer agrees to pay the maximum rates for service thereunder (unless otherwise agreed to by Company) and accepts all prospective obligations of the Releasing Customer; and
- (d) the Replacement Customer meets the creditworthiness requirements contained in Section 19 of these General Terms and Conditions.

18.15 Treatment of LNG Storage Inventory

The release of LNG storage capacity (or recall or termination thereof) requires the Releasing or Replacement Customer, as applicable, to have withdrawn or transferred any storage inventory balance related to such release capacity by the effective date of such release, recall or termination. A transfer of storage inventory may be concurrent with a release of storage capacity (or recall or termination thereof). If the Releasing or Replacement Customer, as applicable, fails to eliminate any remaining storage inventory balance related to released storage capacity, then such remaining balance may be confiscated by Company and retained, free and clear of all claims and liens.

19. CREDIT WORTHINESS

- 19.1 Company shall not be required to provide service to any Customer who fails to meet Company's standards for credit worthiness. In this regard Company may require that Customer provide the following information:

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(a) Current financial statements (to include a balance sheet, income statement and statement of cash flow), annual reports, 10-K reports or other filings with regulatory agencies, a list of all corporate affiliates, parent companies and subsidiaries and any reports from credit agencies which are available. If audited financial statements are not available, then Customer also should provide an attestation by its chief financial officer that the information shown in the unaudited statements is true, correct and a fair representation of Customer's financial condition;

(b) A bank reference and at least three trade references;

(c) A written attestation from Customer that it is not operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditor's committee agreement. An exception can be made for a Customer who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act but only with adequate assurances that the transportation billing will be paid promptly as cost of administration under the federal court's jurisdiction;

(d) A written attestation from Customer that it is not subject to the uncertainty of pending liquidation or regulatory proceedings in state or federal courts which could cause a substantial deterioration in its financial condition, which could cause a condition of insolvency, or the ability to exist as an ongoing business entity; and

(e) A written attestation from Customer that no significant collection lawsuits or judgments are outstanding which would seriously reflect upon the business entity's ability to remain solvent.

19.2 (a) If Customer has an ongoing business relationship with Company, no uncontested delinquent balances should be outstanding for bills previously rendered by Company and Customer must have paid its account during the past according to the established terms and not made deductions or withheld payment for claims not authorized by contract.

(b) Customer shall furnish Company at least annually, and at such other time as is requested by Company, updated credit information as specified in Section 19.1 for the purpose of enabling Company to perform an updated credit appraisal. In addition, Company reserves the right to request such information at any time if Company is not reasonably satisfied with Customer's credit worthiness or ability to pay based on information available to Company at that time.

(c) Company shall not be required to perform and shall have the ability to suspend service for any Customer who is or has become insolvent, fails to demonstrate credit worthiness under Section 19.1, fails to timely provide information to Company as requested in Section 19.1(b), or fails to demonstrate ongoing credit worthiness as a result of credit information obtained pursuant to Section 19.2(b); provided, however, Customer may receive or continue to receive service if Customer either (i) furnishes and maintains for the term of the applicable service agreement a guaranty in form and substance satisfactory to Company, executed by a person Company deems credit worthy, of Customer's performance of its obligations to Company, or (ii) furnishes other form of security as Customer may agree to provide and as may be acceptable to Company.

(d) In the event such Customer fails to immediately furnish security under Section 19.2(c)(i) or Section 19.2(c)(ii), Company may, without waiving any rights or remedies it may have, and subject to any necessary authorizations, suspended further service until security is received.

The insolvency of a Customer shall be evidenced by the filing of such Customer or any parent entity thereof of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction in the premises adjudging the Customer or any parent entity thereof bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of, or in respect of the Customer or any parent entity thereof under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator, (or similar official) of the Customer or any parent entity thereof or of any substantial part of its property, or the ordering of the winding-up or liquidation of its affairs, with said order or decree continuing unstayed and in effect for a period of sixty (60) consecutive days.

20. PROCEDURES FOR ALLOCATING AVAILABLE FIRM LNG STORAGE CAPACITY

In the event firm LNG storage capacity on Company's system becomes available other than through the applicable provisions of Section 18, Company shall post on its EBB all relevant terms and conditions pertaining to such capacity and will solicit bids for at least the following periods:

(a) one business day for firm capacity which will be available for one month or less;

(b) five business days for firm capacity which will be available for more than one month but less than 12 months; and

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(c) 30 days for periods of 12 months or longer.

20.1 Company shall evaluate and determine the best bid in accordance with one of the following two methods, with the specific method identified in its notice for bid solicitation:

(a) Highest net present value of demand charges, or

(b) Highest rate bid, provided such bid meets Company's minimum stated term.

In the event Company receives two or more bids of equal value, then under method (a) the best bid shall be the bid with the shortest term and under method (b) the best bid shall be the bid with the longest term.

20.2 If two or more potential Customers submit best bids such capacity shall be allocated to such potential Customers ratably on the basis of the quantities bid.

20.3 In the event a potential Customer's bid is accepted, and such potential Customer otherwise meets all qualifications for service under the applicable Rate Schedule and these General Terms and Conditions, Company shall submit a service agreement to Customer which sets forth the terms of such bid. Customer shall execute the service agreement within thirty (30) days of receipt of the same.

20.4 Notwithstanding the above, Company shall not be obligated to accept any bid or execute a service agreement at a rate less than the maximum rate allowable under such Rate Schedule.

21. COMPANY'S ELECTRONIC BULLETIN BOARD

21.1 Availability

Company will maintain an EBB service (hereinafter called Company's EBB) as an electronic service accessible via the Internet's World Wide Web for use by any interested party. Company's EBB is designed to provide the information or services required by applicable Commission orders or described in Company's Original Volume No. 1 FERC Gas Tariff, and such other information or services as Company may announce from time to time. Company's EBB shall be available twenty-four (24) hours per day, subject to maintenance and reasonable downtime. Company's EBB shall be available on a nondiscriminatory basis to any entity for informational postings. These informational postings include (1) notices (2) information required by FERC Order No. 2004 (3) operationally available and unsubscribed capacity (4) index of customers (5) Company's Original Volume No. 1 FERC Gas Tariff. The nomination, confirmation, ranking, contracting, capacity

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release, invoice and measurement sections of the Company's EBB shall be available on a nondiscriminatory basis to an entity if they have executed a Company's EBB Service Agreement and submitted the information called for in such Service Agreement to Company. It is not necessary that a Company's EBB subscriber be a Customer under any of Company's EBB other FERC Tariff Service Agreements. Company reserves the right, at its sole discretion, to provide enhancements to Company's EBB or to discontinue information or services not required by Commission order or otherwise described in Company's Original Volume No. 1 FERC Gas Tariff.

21.2 Services and Information Provided

A Company's EBB subscriber shall be entitled to utilize Company's EBB for the purposes of (a) exercising its rights as a Releasing Customer pursuant to Section 18 of these General Terms and Conditions or submitting a bid as a Replacement Customer under such provisions; (b) viewing notice(s) of elections to continue service received under Section 20 of these General Terms and Conditions; (c) viewing Company's EBB notice(s) of available firm capacity made pursuant to Section 20 of these General Terms and Conditions; (d) viewing notices of any restrictions of interruptible capacity; (e) any purposes described in any other provisions of Company's Original Volume No. 1 FERC Gas Tariff which reference Company's EBB; and (f) viewing public information posted by Company on Company's EBB and utilizing such other features as may be made available by Company from time to time on Company's

21.3 (a) Execution of a Company's EBB Service Agreement shall evidence the mutual intent of Company and the subscriber to create binding agreements pursuant to the electronic execution and transmission of such agreements. Any agreement properly executed and transmitted pursuant to this Agreement and the procedures implemented therefore on Company's EBB shall be considered for all purposes to be a "writing" or "in writing"; and any such agreement when containing, or to which there is affixed, a signature ("Signed Agreements") shall be deemed for all purposes (a) to have been "signed" and (b) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

(b) The conduct of the parties pursuant to the Company's EBB Service Agreement including the use of Signed Agreements properly transmitted pursuant to this Section 21, shall, for all legal purposes, evidence a course of dealing and a course of performance accepted by the parties in furtherance of their Company's EBB Service Agreement. Neither Company nor the subscriber shall contest the validity or enforceability of Signed Agreements under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Signed Agreements, if

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introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the Company's EBB Service Agreement to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Agreements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Agreements were not originated or maintained in documentary form.

21.4 Ownership of Service and Data

Company is the exclusive proprietor of the programming which generates Company's EBB and of all the copyrights and proprietary interests therein, except insofar as any third party possesses a copyright or proprietary interest in such materials. A Company's EBB subscriber will not by virtue of this Section or the executed Company's EBB Service Agreement acquire any proprietary interests in the software which generates Company's EBB or in the files, information, or data displayed on Company's EBB.

21.5 Liability for Use of Company's EBB

A Company's EBB subscriber assumes sole responsibility for use of Company's EBB and the files and the information displayed on Company's EBB and hereby indemnifies and holds Company harmless against any liability or claim of any person that is attributable to improper use by the Company's EBB subscriber of Company's EBB or of the files and the information displayed on Company's EBB. Except as may result from the negligent action or willful misconduct of Company, Company shall have no responsibility to Company's EBB subscribers or to any third party for faulty retrieval, failure of retrieval, or loss of research, and in no event will Company be liable to a Company's EBB subscriber or to any third party for actual, consequential, exemplary, or special damages resulting, in whole or in part, from the Company's EBB subscriber's use of Company's EBB and the files of and the information displayed on Company's EBB. If a Company's EBB subscriber requests and receives assistance from Company's employees, such assistance will be at the Company's EBB subscriber's sole risk and Company will not have any responsibility or liability arising therefrom, except as may arise from the negligent action or willful misconduct of Company.

22. OPERATIONAL FLOW ORDERS

22.1 In the event of force majeure or operating conditions that threaten the integrity of Company's liquefied natural gas storage facilities, it may be necessary for Company to issue Operational Flow Orders (OFOs) to effectuate vaporization and delivery of gas stored at such facilities. Before issuing an OFO, Company will attempt to remedy those operating conditions through requests for voluntary action provided, however, exigent circumstances may exist which require immediate issuance of an OFO. Accordingly, upon issuance of an OFO by Company to Customer, Customer shall adjust its gas receipts from Company as directed in the OFO.

22.2 Any OFO by Company shall be given to Customer at least 24 hours in advance, unless exigent circumstances dictate otherwise. Each OFO will contain the following provisions:

- (a) time and date of issuance;
- (b) time that the OFO is considered to be effective (if no time is specified, the OFO shall be effective immediately);
- (c) duration of the OFO (if none is specified, the OFO will be effective until further notice):
- (d) a description of the event leading to the issuance of the OFO;
- (e) the amount of gas required to be taken by Customer; and
- (f) any other terms Company may reasonably require to ensure effectiveness of the OFO.

Company will publish all notices of implementation of an OFO and all provisions of an OFO on Company's EBB and, at Customer's choice, provide notice either by e-mail or directly to Customer's Internet URL address, as expeditiously as possible. Upon termination of an OFO, Company will post on Company's EBB relevant information specific to the individual situation regarding the issuance and lifting of that particular OFO as soon as it is available.

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23. STANDARDS FOR BUSINESS PRACTICES
In addition to the standards which are reflected in other provisions of this tariff, the following definition and data dictionaries promulgated by the Wholesale Gas Quadrant (WGQ) of the North American Energy Standards Board (NAESB) are incorporated herein by reference in compliance with Commission Order Nos. 587, 587-B, 587-C, 587-G, 587-H, 587-K, 587-M, 587-O, 587-R and 587-S issued July 17, 1996, January 30, 1997, March 4, 1997, April 16, 1998, July 15, 1998, April 2, 1999, November 30, 2000, May 1, 2002, March 12, 2003 and May 9, 2005, respectively:

(* Standards 2.3.32, 4.3.23 and 4.3.54 are incorporated herein by reference to the extent they pertain to matters other than netting and trading and imbalances for which Company has been granted a waiver

(** Company will comply with Version 1.7 of this standard within 90 days following receipt of a request for this standard.)

(a) General

(i) Standards -

Version 1.7: 0.3.1, 0.3.2 through 0.3.10

(b) Nominations

(i) Standards -

Version 1.7: 1.3.2(vi), 1.3.3, 1.3.4, 1.3.6, 1.3.8, 1.3.9, 1.3.14, 1.3.15, 1.3.16, 1.3.20, 1.3.23, 1.3.24, 1.3.25, 1.3.27, 1.3.28, 1.3.29, 1.3.33, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.47, 1.3.48, 1.3.49, 1.3.50, 1.3.51, 1.3.52, 1.3.53, 1.3.54, 1.3.55, 1.3.56, 1.3.57, 1.3.58, 1.3.59, 1.3.60, 1.3.61, 1.3.62, 1.3.63, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77 and 1.3.79.

(ii) Definitions -

Version 1.7: 1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18 and 1.2.19.

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(iii) Data Elements/Dictionaries

Version 1.7: 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6 and 1.4.7.

(c) Flowing Gas

(i) Standards -

Version 1.7: 2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6,
2.3.7, 2.3.8, 2.3.10, 2.3.11, 2.3.12, 2.3.13, 2.3.15, 2.3.16,
2.3.17, 2.3.18, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23,
2.3.25, 2.3.27, 2.3.28, 2.3.31, 2.3.32*, 2.3.33, 2.3.35,
2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57,
2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64.

(ii) Definitions -

Version 1.7: 2.2.1, 2.2.4 and 2.2.5.

(iii) Data Elements/Dictionaries

Version 1.7: 2.4.1**, 2.4.2**, 2.4.3, 2.4.4, 2.4.5 and 2.4.6.

(d) Invoicing

(i) Standards -

Version 1.7: 3.3.1, 3.3.2, 3.3.4, 3.3.5, 3.3.6, 3.3.7,
3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.16, 3.3.18,
3.3.20, 3.3.22, 3.3.23, 3.3.24, 3.3.25 and 3.3.26.

(ii) Definitions - adopted in tariff.

(iii) Data Elements/Dictionaries -

Version 1.7: 3.4.1, 3.4.2, 3.4.3 and 3.4.4.

(e) Electronic Delivery Mechanisms

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(i) Standards -

Version 1.7: 4.3.1, 4.3.2, 4.3.3, 4.3.5, 4.3.7, 4.3.8, 4.3.9, 4.3.10, 4.3.11, 4.3.12, 4.3.13, 4.3.14, 4.3.15, 4.3.17, 4.3.20, 4.3.24, 4.3.26, 4.3.27, 4.3.28, 4.3.29, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.37, 4.3.38, 4.3.39, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.51, 4.3.52, 4.3.53, 4.3.54*, 4.3.55, 4.3.56, 4.3.57, 4.3.58, 4.3.59, 4.3.60, 4.3.61, 4.3.62, 4.3.64, 4.3.65, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.70, 4.3.71, 4.3.72, 4.3.73, 4.3.74, 4.3.75, 4.3.76, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87 and 4.3.88.

Recommendation R03035A: 4.3.89, 4.3.90, 4.3.91, 4.3.92 2004 Annual Plan Item 2 FERC Order 2004 and 2005 Annual Plan Item 8: 4.3.16, 4.3.18, 4.3.22, 4.3.25.

Recommendation R0305A and 2004 Annual Plan Item 2 FERC Order 2004 and 2005 Annual Plan Item 8: 4.3.23*.

(ii) Definitions -

Version 1.7: 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19 and 4.2.20.

2004 Annual Plan Item 2 FERC Order 2004 and 2005 Annual Plan Item 8: 4.2.1.

(iii) Data Elements/Dictionaries - none issued.

(f) Capacity Release

(i) Standards -

Version 1.6: 5.3.5, 5.3.9 through 5.3.13, 5.3.15, 5.3.17, 5.3.18, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.24, 5.3.26, 5.3.28, 5.3.29, 5.3.30, 5.3.31, 5.3.32, 5.3.33, 5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.43, 5.3.46 through 5.3.52, 5.3.55, 5.3.56, 5.3.58, 5.3.59 and 5.3.60.

(ii) Definitions -

Version 1.7: 5.2.1, 5.2.2 and 5.2.3.

(iii) Data Elements/Dictionarys -

Version 1.7: 5.4.1, 5.4.2, 5.4.3, 5.4.4**, 5.4.5, 5.4.6
through 5.4.12**, 5.4.13, 5.4.14, 5.4.15, 5.4.16,
5.4.17, 5.4.18**, 5.4.19**, 5.4.20, 5.4.21 and 5.4.22.

(g) Contracts

Version 1.7: 6.3.3.

24. INTERPRETATION OF RATES AND QUANTITIES IN THERMAL UNITS

To the extent that any provision of any Rate Schedule or related Service Agreement references a rate or quantity per Mcf, such provision shall be restated to reference a rate or quantity per Dt by a conversion factor of 1.035 Dt per Mcf.

25. COMPLAINT PROCEDURES

25.1 Customers are encouraged to work with Company to resolve problems on an informal basis prior to filing a formal complaint.

25.2 In the event of an unresolved problem, Customer should submit a complaint in writing to Company at the following address:

UGI LNG Company
Attention: Facilities Manager
5665 Leesport Avenue

Temple, PA 19610

25.3 Company will respond orally to the complaint within 48 hours of receipt thereof, and respond in writing within 30 days of receipt thereof setting forth the conclusions reached by Company and the actions, if any, that will be undertaken.

25.4 The parties' participation in the foregoing procedures shall not be construed as a waiver of any legal or administrative rights which the parties may have.

26. EXTENSION OF SERVICE AGREEMENT

Prior to the expiration of the term of a Part 284 service agreement, Company and Customer may mutually agree to an extension of the term of the service agreement (the exact length of which is to be negotiated on a case-by-case basis, in a not unduly discriminatory manner).

27. DISPOSITION OF RETAINED QUANTITIES

In the event that Company holds an auction for gas quantities retained pursuant to Rate Schedules LNG-F, LNG-I, LF-F or LF-I, Company shall post such quantities on the EBB System on the fifth business day following the fifteenth of a month. Company shall accept bids only during the time period from 7:00 A.M. until 11:00 A.M. CT on the seventh business day following the fifteenth of the month.

Company shall award the capacity to the Customer submitting the highest bid, and shall notify the Customer submitting the highest bid prior to 4:00 P.M. CT of the same day on which Company accepts bids; provided, however, Company reserves the right to reject all bids. When the gas is purchased at auction, Customer must provide identification of the existing storage service agreement with Company under which Customer shall store the gas in Company's facilities.

Company shall credit the net proceeds received from such auction to all Customers that did not have gas sold during the subject auction ("Qualifying Customer") based on the ratio of the total charges paid by each Qualifying Customer for service to the total amount of such charges paid by all Qualifying Customers during the month in which the auction of the gas occurred. For the purposes of this Section, the term "net proceeds" shall mean the total proceeds received from the auction less the accumulated charges pursuant to the applicable Rate Schedule for the agreement held by the Customer winning the bid. Such credits shall be calculated for each month of the twelve (12) month period ending July 31 of each year and will be included on the Qualifying Customers' invoice for the month following the date of the final Commission order approving Company's penalty disbursement report; provided, however, that Company will calculate and include such credits on Qualifying Customers' invoices for a period shorter than twelve months in the event and to the extent that the total accumulated amount of penalty revenue collected pursuant to this Section by Company as of the end of any month exceeds \$1,000,000. Company will file a penalty disbursement report within 60 days of July 31 or sixty days after the end of the month in which the revenue collected exceeds \$1,000,000. Any penalty revenue credited to Qualifying Customers pursuant to this Section shall include interest calculated in accordance with Section 154.501(d) of the Commission's regulations.

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FERC Docket: RP09-365-000

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RESERVED FOR FUTURE USE

Effective Date: 06/01/2009 Status: Effective

FERC Docket: RP09-365-000

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FORM OF SERVICE AGREEMENT
(Applicable to Service Under Rate Schedule LNG-F and LNG-I)

This Agreement is made and entered into this ____ day of _____, _____,
by and between UGI LNG, Inc., a Delaware Corporation (hereinafter referred to
as "UGI LNG") and _____, a _____
(hereinafter referred to a "Customer" whether one or more persons).

In consideration of the premises and of the mutual
covenants herein contained, the parties do agree as follows:

ARTICLE I
SERVICES TO BE RENDERED

Subject to the terms and provisions of this agreement and of UGI
LNG's Rate Schedule [LNG-F / LNG-I], as amended from time to time,
UGI LNG agrees to receive and liquefy natural gas; store such gas in
liquefied form; and vaporize and deliver such gas to Customer
or for Customer's account on a [firm / interruptible] basis, as follows:

(i) UGI LNG will receive and liquefy for Customer's account and
inject into its storage facility liquefied natural gas ("LNG") in
liquid form up to _____ Dth/d;

(ii) UGI LNG will store LNG up to a total quantity at any one
time up to _____ Dth, to constitute Customer's (quantity)
Contract Storage Quantity;

(iii) UGI LNG will withdraw up to a Maximum Daily Withdrawal
Quantity (MDWQ) of _____ Dth/d, plus applicable fuel, of stored
gas as requested by Customer and deliver it, less applicable fuel, to
Customer or for Customer's account;

ARTICLE II
TERM OF AGREEMENT

This Agreement shall become effective as of _____,
shall continue in effect for a term of _____ years ("Primary
Term") and shall remain in force from year-to-year thereafter unless
terminated by either party upon 180 days prior written notice.

Effective Date: 06/01/2009 Status: Effective
FERC Docket: RP09-365-000

Original Sheet No. 82 Original Sheet No. 82

FORM OF SERVICE AGREEMENT
(Applicable to Service Under Rate Schedule LNG-F and LNG-I)
(continued)

ARTICLE III
RATES

Customer shall pay UGI LNG for service rendered hereunder in accordance with UGI LNG's Rate Schedule [LNG-F / LNG-I] and as specified in Appendix A to this Agreement.

ARTICLE IV
ADDRESSES

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

(a) UGI LNG: UGI LNG Company
Attention: Facilities Manager
5665 Leesport Avenue
Temple, PA 19610

(b) Customer: _____

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

Effective Date: 06/01/2009 Status: Effective
FERC Docket: RP09-365-000

Original Sheet No. 83 Original Sheet No. 83

FORM OF SERVICE AGREEMENT
(Applicable to Service Under Rate Schedule LNG-F)
(continued)

ARTICLE V
RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

5.1 This Agreement and all terms and provisions contained or incorporate herein are subject to the provisions of UGI LNG's applicable rate schedules and of UGI LNG's General Terms and Conditions on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which rate schedules and General Terms and Conditions are by this reference made a part hereof.

5.2 UGI LNG shall have the unilateral right to propose, file and make effective with the Federal Energy Regulatory Commission, or other regulatory authority having jurisdiction, changes and revisions to the rates, charges, rate design, terms and conditions of service and other provisions thereof effective as to Customer; provided however that the (i) quantities identified in Article I, above, (ii) term of agreement (as set forth in Article II above), and (iii) rates agreed to in Appendix A, shall not be unilaterally changed. Customer shall have the right to file with the Commission or other regulatory authority in opposition to any such filings or proposals by UGI LNG.

ARTICLE VI
INTERPRETATION

The interpretation and performance of this Agreement shall be in accordance with the laws of the Commonwealth of Pennsylvania, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.

ARTICLE VII
AGREEMENTS BEING SUPERSEDED

When this Agreement becomes effective, it shall supersede (as of the date of commencement of service hereunder) the following agreements between parties hereto for the storage of natural gas by UGI LNG for Customer:

Effective Date: 06/01/2009 Status: Effective
FERC Docket: RP09-365-000

Original Sheet No. 84 Original Sheet No. 84

FORM OF SERVICE AGREEMENT
(Applicable to Service Under Rate Schedule LNG-F and LNG-I)
(continued)

ARTICLE VIII
MISCELLANEOUS

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

8.2 This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective agents thereunto duly authorized, the day and year first above written.

UGI LNG, Inc.

(CUSTOMER)

By: _____

By: _____

Title: _____

Title: _____

Effective Date: 06/01/2009 Status: Effective
FERC Docket: RP09-365-000

Original Sheet No. 85 Original Sheet No. 85

FORM OF SERVICE AGREEMENT
(Applicable to Service Under Rate Schedule LF-F and LF-I)

This Agreement, is made and entered into this ____ day of _____, _____, by and between UGI LNG, Inc., a Delaware Corporation (hereinafter referred to as "UGI LNG") and _____, a _____ (hereinafter referred to a "Customer" whether one or more persons).

In consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

ARTICLE I
QUANTITY OF LIQUEFACTION SERVICE TO BE PROVIDED

Subject to the terms and provisions of this agreement and of UGI LNG's Rate Schedule [LF-F / LF-I], as amended from time to time, UGI LNG agrees to deliver to Customer and Customer agrees to receive from UGI LNG UGI LNG's truck loading facilities on a [firm / interruptible] basis, such quantities of liquefied natural gas as may be requested by customer up to a maximum daily quantity of _____ Dth/d. Customer agrees to concurrently deliver to UGI LNG equivalent quantities of natural gas.

ARTICLE II
TERM OF AGREEMENT

This agreement shall become effective as of _____, shall continue in effect for a term of _____ years ("Primary Term") and shall remain in force from year-to-year thereafter unless terminated by either party upon 180 days prior written notice.

Effective Date: 06/01/2009 Status: Effective
FERC Docket: RP09-365-000

Original Sheet No. 86 Original Sheet No. 86

FORM OF SERVICE AGREEMENT
(Applicable to Service Under Rate Schedule LF-F and LF-I)

ARTICLE III
RATE

Customer shall pay UGI LNG for service rendered hereunder in accordance with UGI LNG's Rate Schedule [LF-F / LF-I] and as specified in Appendix A to this Agreement.

ARTICLE IV
ADDRESSES

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

(a) UGI LNG: UGI LNG Company
Attention: Facilities Manager
5665 Leesport Avenue
Temple, PA 19610

(b) Customer: _____

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

Effective Date: 06/01/2009 Status: Effective
FERC Docket: RP09-365-000

Original Sheet No. 87 Original Sheet No. 87

FORM OF SERVICE AGREEMENT
(Applicable to Service Under Rate Schedule LF-F and LF-I)
(continued)

ARTICLE V
RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

5.1 This Agreement and all terms and provisions contained or incorporate herein are subject to the provisions of UGI LNG's applicable rate schedules and of UGI LNG's General Terms and Conditions on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which rate schedules and General Terms and Conditions are by this reference made a part hereof.

5.2 UGI LNG shall have the unilateral right to propose, file and make effective with the Federal Energy Regulatory Commission, or other regulatory authority having jurisdiction, changes and revisions to the rates, charges, rate design, terms and conditions of service and other provisions thereof effective as to Customer; provided however that the (i) quantities identified in Article I, above, (ii) term of agreement (as set forth in Article II above), and (iii) rates agreed to in Appendix A, shall not be unilaterally changed. Customer shall have the right to file with the Commission or other regulatory authority in opposition to any such filings or proposals by UGI LNG.

ARTICLE VI
INTERPRETATION

The interpretation and performance of this Agreement shall be in accordance with the laws of the Commonwealth of Pennsylvania, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.

ARTICLE VII
AGREEMENTS BEING SUPERSEDED

When this Agreement becomes effective, it shall supersede (as of the date of commencement of service hereunder) the following agreements between parties hereto for the storage of natural gas by UGI LNG for Customer:

Effective Date: 06/01/2009 Status: Effective
FERC Docket: RP09-365-000

Original Sheet No. 88 Original Sheet No. 88

FORM OF SERVICE AGREEMENT
(Applicable to Service Under Rate Schedule LF-F and LF-I)
(continued)

ARTICLE VIII
MISCELLANEOUS

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

8.2 This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective agents thereunto duly authorized, the day and year first above written.

UGI LNG, Inc.

(CUSTOMER)

By: _____

By: _____

Title: _____

Title: _____

