

INTERRUPTIBLE STORAGE AGREEMENT

THIS INTERRUPTIBLE STORAGE AGREEMENT ("Agreement") is made and entered into as of the ___ day of _____ 20__ ("Effective Date"), by and between BAY GAS STORAGE COMPANY, LTD., an Alabama limited partnership ("Bay Gas"), and _____, a _____ ("Shipper"). Bay Gas and Shipper hereinafter may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Bay Gas is the operator of certain underground gas storage facilities located near McIntosh, Alabama (the "Storage Facilities");

WHEREAS, Shipper has requested that Bay Gas provide certain interruptible gas storage services for Shipper; and

WHEREAS, Bay Gas has agreed to perform such interruptible gas storage services for Shipper subject to the terms and conditions in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bay Gas and Shipper agree as follows:

1. Service. Bay Gas and Shipper will confirm any transaction for interruptible gas storage service by completing and signing an Interruptible Storage Schedule in the form attached hereto as Exhibit "A." Neither Party shall be obligated to enter into any transaction for interruptible gas storage service until the Parties have agreed on the details of the transaction and executed an Interruptible Storage Schedule. A separate Interruptible Storage Schedule will be executed for each transaction.
2. Term and Termination. This Agreement shall be effective as of the Effective Date and shall continue in force and effect through _____ ("Primary Term"). Following the Primary Term this Agreement shall continue from month to month unless terminated by either Party upon not less than thirty (30) days prior written notice. Upon default by either Party in the performance of any material provision, condition or requirement herein, the non-defaulting Party may give notice in writing to the Party in default specifying the nature of the default. Unless such default is cured within fifteen (15) days of such notice, this Agreement may be terminated by written notice at the option of the non-defaulting Party.
3. Statement of Operating Conditions and General Terms and Conditions. The terms and conditions specified in the Bay Gas Statement of Operating Conditions for Storage and Transportation Services as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any

changes in the same as may from time to time be filed and made effective by Bay Gas) (collectively the “SOC”), are hereby incorporated into this Agreement and made applicable to each term, condition, and obligation hereof. In the event of any conflict or inconsistency between the terms hereof and the SOC, such conflict or inconsistency shall be resolved in favor of the terms of the SOC.

4. Notices. Whenever any notice, request, demand, statement or payment is required or permitted to be given under any provision of this Agreement, unless expressly provided otherwise, such shall be in writing, signed by or on behalf of the Party giving the same, and shall be deemed to have been given and received upon the actual receipt (including the receipt of a telecopy or facsimile of such notice) at the address of the Parties as follows:

4.1 Bay Gas

- (a) Notices and General Correspondence

Bay Gas Storage Company, Ltd.
16945 Northchase Dr., Suite 1150
Houston, TX 77060
Attn: Mag Andersen
Email: mandersen@semrapipelines.com
Tel: 281-423-2761
Fax: 281-423-2740

With a copy to:
Sempra Pipelines & Storage
101 Ash Street, HQ09
San Diego, CA 92101
Attn: William Rapp
Email: wrapp@sempraglobal.com
Tel: 619-699-5050
Fax: 619-696-2222

- (b) Dispatching Notices-Nominations/Confirmations

Heather Delmas
Email: hdelmas@semrapipelines.com
Tel: 281-423-2714 (office), 281-795-4206 (mobile)
Fax: 281-423-2740

Alternate Contact:
Amanda Dawson
Email: adawson@semrapipelines.com
Tel: 281-423-2731 (office), 281-610-6247 (mobile)

- (c) Invoices

Marcia Revuelta
Email: mrevuelta@semprapipelines.com
Tel: 281-423-2721
Fax: 281-423-2740

- (d) Payments:
Bay Gas Storage Company, Ltd.
101 Ash Street
San Diego, California 92101

4.2 Shipper

- (a) Notices and General Correspondence

Company: _____
Address: _____
Attn: _____
Email: _____
Telephone: _____
Fax: _____

- (b) Dispatching Notices-Nominations/Confirmations

Company: _____
Contact: _____
Email: _____
Telephone: _____
Fax: _____

- (c) Emergencies and 24-Hour Dispatching Contact

Contact: _____
Telephone: _____
Fax: _____

- (d) Accounting Matters

Contact: _____
Email: _____
Telephone: _____
Fax: _____

5. Limitation on Damages. In no event shall either Party be liable to the other Party for consequential, special, indirect, incidental, exemplary, or punitive damages (including

lost profits, loss of production, or other damages attributable to business interruption) arising under, or in connection with, this Agreement.

6. Regulatory Approvals. To the extent required by applicable law, this Agreement shall be subject to the approval of federal or state regulatory authority with appropriate jurisdiction.
7. Amendment. This Agreement may be amended only by an agreement in writing, duly executed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date in one or more copies or counterparts, each of which shall constitute and be an original of this Agreement.

BAY GAS STORAGE COMPANY, LTD.
by Sempra Midstream, Inc., its Managing
General Partner

[INSERT FULL LEGAL NAME OF
SHIPPER]

By: _____
Name: John Pirraglia
Its: Vice President, Operations

By: _____
Name:
Its:

EXHIBIT "A"

INTERRUPTIBLE STORAGE SCHEDULE
Between **[insert full legal name of Shipper]**
and Bay Gas Storage Company, Ltd.

1. Date:
2. Quantity:
3. Timing of Receipts (to Bay Gas):
4. Timing of Withdrawals (to Shipper):
5. Receipt Point (to Bay Gas):
6. Delivery Point (to Shipper):
7. Price:
8. Fuel Charge:
9. Other:

[INSERT FULL LEGAL NAME OF SHIPPER]

By: _____

Name: _____

Title: _____

BAY GAS STORAGE COMPANY, LTD.

By Sempra Midstream, Inc., its Managing General Partner

By: _____

Name: _____

Title: _____