

FERC GAS TARIFF ORIGINAL VOLUME NO. 1  
of  
LIBERTY GAS STORAGE LLC  
Filed with the  
FEDERAL ENERGY REGULATORY COMMISSION

Any communications regarding this Tariff should be addressed to:

LIBERTY GAS STORAGE LLC

William D. Rapp  
101 Ash Street HQ13  
San Diego, California 92101  
Telephone: (619) 699-5050  
Facsimile: (619) 699-5027  
e-mail: wrapp@sempra.com

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OF  
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PRELIMINARY STATEMENT

This Original Volume No. 1 of the FERC Gas Tariff of LIBERTY GAS STORAGE LLC ("Liberty") contains the Rate Statements, Rate Schedules and General Terms and Conditions applicable to open-access storage, parking, wheeling, loaning, imbalance trading and balancing services performed by Liberty through use of its facilities located in Calcasieu Parish, Louisiana, pursuant to Rate Schedules FSS, SFS, IP, IW, IL, IBT and IB.

Liberty will seek from FERC authorization to charge and collect and will charge and collect market-based rates for all of the services it performs. These market-based rates will cover all storage and storage-related transportation services Liberty renders.

Liberty is a limited liability company principally engaged in the business of storing and transporting natural gas in interstate commerce subject to the jurisdiction of the Federal Energy Regulatory Commission. The Liberty facility is connected to the facilities of the following natural gas pipelines:

Florida Gas Transmission  
Transcontinental Gas Pipeline  
Texas Eastern Transmission  
Tennessee Gas Pipeline  
Trunkline Pipeline

Nothing in this FERC Gas Tariff is intended to inhibit the development of, or discriminate against the use of, imbalance management services provided by third parties or Liberty's Customers. Any party interested in providing imbalance management services must coordinate with Liberty.

[System Map]

FSS RATE STATEMENT - FIRM STORAGE SERVICE\*

	RATE	UNITS
Storage Reservation	Market Based/ Negotiable	\$/Dth/Month Charge

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

Storage Injection Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Storage Injection Charge specified in Customer's executed Firm Storage Service Agreement multiplied by the Dth quantity Customer shall have delivered to Liberty for injection into storage for each Day during a given Month.

Storage Withdrawal Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Storage Withdrawal Charge specified in Customer's executed Firm Storage Service Agreement multiplied by the Dth quantity Liberty shall have withdrawn from storage for Customer's account for each Day during a given Month.

Excess Injection Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Excess Injection Charge specified in Customer's executed Firm Storage Service Agreement multiplied by the Dth quantity Liberty shall have injected into storage for Customer's account as Excess Injection Gas for each Day during a given Month.

Excess Withdrawal Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Excess Withdrawal Charge specified in Customer's executed Firm Storage Service Agreement multiplied by the Dth quantity Liberty shall have withdrawn from storage for Customer's account as Excess Withdrawal Gas for each Day during a given Month.

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

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Firm Storage Service Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

\*All quantities of Gas are measured in Dekatherms (Dth).

SFS RATE STATEMENT - SECONDARY FIRM STORAGE SERVICE\*

UNITS Storage Reservation	RATE	
\$/Dth/Month Charge	Market Based/ Negotiable	

Payment shall be equal to the Storage Reservation Charge specified in Customer's executed Secondary Firm Storage Service Agreement multiplied by Customer's Maximum Storage Quantity.

Storage Injection Charge	Market Based/ Negotiable	\$/Dth
--------------------------	-----------------------------	--------

Payment shall be equal to the Storage Injection Charge specified in Customer's executed Secondary Firm Storage Service Agreement multiplied by the Dth quantity Customer shall have delivered to Liberty for injection into storage for each Day during a given Month.

Storage Withdrawal Charge	Market Based/ Negotiable	\$/Dth
---------------------------	-----------------------------	--------

Payment shall be equal to the Storage Withdrawal Charge specified in Customer's executed Secondary Firm Storage Service Agreement multiplied by the Dth quantity Liberty shall have withdrawn from storage for Customer's account for each Day during a given Month.

Excess Injection Charge	Market Based/ Negotiable	\$/Dth
-------------------------	-----------------------------	--------

Payment shall be equal to the Excess Injection Charge specified in Customer's executed Secondary Firm Storage Service Agreement multiplied by the Dth quantity Liberty shall have injected into storage for Customer's account as Excess Injection Gas for each Day during a given Month.

Excess Withdrawal Charge	Market Based/ Negotiable	\$/Dth
--------------------------	-----------------------------	--------

Payment shall be equal to the Excess Withdrawal Charge specified in Customer's executed Secondary Firm Storage Service Agreement multiplied by the Dth quantity Liberty shall have withdrawn from storage for Customer's account as Excess Withdrawal Gas for each Day during a given Month.

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

This amount of Gas shall be reimbursed by Customer in kind or paid in dollars per Dth, as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff or the Customer's executed Secondary Firm Storage Service Agreement.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Secondary Firm Storage Service Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

\* All quantities of Gas measured Dekatherms (Dth).

IP RATE STATEMENT - INTERRUPTIBLE PARKING SERVICE

	RATE	UNITS
Interruptible Parking Charge	Market Based/ Negotiable	\$/Dth/time period Negotiable
Interruptible Parking Injection Charge	Market Based/ Negotiable	\$/Dth Interruptible
Parking Withdrawal Charge	Market Based/ Negotiable	\$/Dth

Payment shall be equal to the Interruptible Parking Charge multiplied by Customer's Maximum Park Quantity, plus the Interruptible Parking Injection Charge multiplied by the quantity injected, plus the Interruptible Parking Withdrawal Charge multiplied by the quantity withdrawn, as applicable and specified in Exhibit B of the Customer's Hub Services Agreement.

Fuel Reimbursement	Market Based/ Negotiable	\$/Dth or in kind
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This amount of Gas shall be reimbursed by Customer in kind or paid in dollars per Dth as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff or Exhibit B of the Customer's Hub Services Agreement.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or Exhibit B of the Hub Services Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

\* All quantities of Gas are measured in Dekatherms (Dth).

IW RATE STATEMENT - INTERRUPTIBLE WHEELING SERVICE\*

	RATE	UNITS
Interruptible Wheeling	Market	Based/
\$/Dth/Day Charge		Negotiable
Negotiable		

Payment shall be equal to the Interruptible Wheeling Charge multiplied by the Dth quantity Liberty shall have wheeled for Customer during a given invoice period, as specified in Exhibit B of the Customer's Hub Services Agreement.

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

This amount of Gas shall be reimbursed by Customer in kind or paid in dollars per Dth as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff or Exhibit B of the Customer's Hub Services Agreement.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or Exhibit B of the Hub Services Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

\* All quantities of Gas are measured in Dekatherms (Dth).

IL RATE STATEMENT - INTERRUPTIBLE LOAN SERVICE\*

	RATE	UNITS
Interruptible Loan period Charge	Market Based/ Negotiable	\$/Dth/time Negotiable
Interruptible Loan Injection Charge	Market Based/ Negotiable	\$/Dth
Interruptible Loan Withdrawal Charge	Market Based/ Negotiable	\$/Dth

Payment shall be equal to the Interruptible Loan Charge multiplied by Customer's Maximum Loan Quantity, plus the Interruptible Loan Injection Charge multiplied by the quantity Liberty shall have injected for Customer's account, plus the Interruptible Loan Withdrawal Charge multiplied by the quantity Liberty shall have withdrawn for Customer's account, as applicable and specified in Exhibit B of the Customer's Hub Services Agreement.

Fuel Reimbursement	Market Based/ Negotiable	\$/Dth or in kind
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This amount of Gas shall be reimbursed by Customer in kind or paid in dollars per Dth as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff or Exhibit B of the Customer's Hub Services Agreement.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or Exhibit B of the Hub Services Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

\* All quantities of Gas are measured in Dekatherms (Dth).

IBT RATE STATEMENT - INTERRUPTIBLE IMBALANCE TRADING  
SERVICE\*

	RATE
Imbalance Trading	UNITS Interruptible Market Based/ \$/Dth/time period Charge Negotiable Negotiable

Payment shall be equal to the Interruptible Imbalance Trading Charge specified in Exhibit B of Customer's Hub Services Agreement multiplied by the quantity of Customer's imbalance quantity that shall have been traded.

In addition to the charge specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or Exhibit B of the Hub Services Agreement and all other applicable surcharges, including, but not limited to, the ACA charges.

\* All quantities of Gas are measured in Dekatherms (Dth).

IB RATE STATEMENT - INTERRUPTIBLE BALANCING SERVICE\*

	RATE	UNITS
Interruptible Balancing Charge	Market Based/ Negotiable	\$/Dth/time period Negotiable
Interruptible Balancing Injection Charge	Market Based/ Negotiable	\$/Dth Interruptible
Balancing Withdrawal Charge	Market Based/ Negotiable	\$/Dth

Payment shall be equal to the Interruptible Balancing Charge multiplied by Customer's balance quantity, plus the Interruptible Balancing Injection Charge multiplied by the quantity Liberty shall have injected for Customer's account, plus the Interruptible Balancing Withdrawal Charge multiplied by the quantity Liberty shall have withdrawn for Customer's account, as applicable and specified in Exhibit B of Customer's Hub Services Agreement.

Fuel Reimbursement	Market Based/ Negotiable	\$/Dth or in kind
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This amount of Gas shall be reimbursed by Customer in kind or paid in dollars per Dth as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff or Exhibit B of the Customer's Hub Services Agreement.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or Exhibit B of the Hub Services Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

\* All quantities of Gas are measured in Dekatherms (Dth).

SHEET NOS. 13-19 ARE RESERVED FOR FUTURE USE.

FSS RATE SCHEDULE FIRM STORAGE  
SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of firm Gas storage service from Liberty, provided that:

- (a) Liberty has determined that it has sufficient available and uncommitted firm storage capacity and injection and withdrawal capacity to perform the service Customer has requested;
- (b) Customer and Liberty have executed a Firm Storage Service Agreement under this Rate Schedule; and
- (c) Customer accepts responsibility for arranging any transportation service required for utilization of the storage service provided under this Rate Schedule.
- (d) Availability of service under this Rate Schedule shall be subject to a determination by Liberty that its performance of the service requested hereunder shall not cause a reduction in Liberty's ability to provide other firm services under currently effective Storage Service Agreements.
- (e) Service under this Rate Schedule may not be available to the extent that Liberty would be required to construct, modify, expand or acquire any facilities to enable Liberty to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all firm storage service rendered by Liberty to Customer through use of Liberty's storage facility located in Calcasieu Parish, Louisiana pursuant to an executed Firm Storage Service Agreement.

2.1 Firm storage service rendered to Customer under this Rate Schedule shall consist of:

- (a) Receipt on any Day of Customer's Gas per Customer's nomination up to Customer's Maximum Daily Injection Quantity ("MDIQ") as stated in the executed Firm Storage Service Agreement, plus Fuel Reimbursement at the Point(s) of Receipt located on Liberty's system and the injection of Gas so received into storage, provided the Customer's Storage Inventory has not exceeded Customer's Maximum Storage Quantity;
- (b) The storage of Gas in amounts up to Customer's firm Maximum Storage Quantity;
- (c) The withdrawal from storage on any Day of Customer's Gas per Customer's nomination up to Customer's Maximum Daily Withdrawal Quantity ("MDWQ") as stated in the executed Firm Storage Service Agreement and the delivery of such Gas to the Point(s) of Delivery located on Liberty's system, provided that Customer has a quantity of Gas in Customer's firm Storage Inventory not less than the quantity Customer shall have nominated for withdrawal on such Day.

2.2 Provided that the receipt of Gas from Customer and the injection of such Gas into storage can be accomplished by Liberty without detriment to Liberty's facilities and/or Liberty's ability to meet its firm obligations to other Customers, Liberty may, upon Customer's request and after confirmation by Customer's Transporter, schedule and inject on an Interruptible basis quantities of Gas in excess of Customer's MDIQ, provided that Customer's firm Storage Inventory has not exceeded Customer's Maximum Storage Quantity. Such excess quantities shall be deemed to be "Excess Injection Gas."

FSS RATE SCHEDULE FIRM STORAGE  
SERVICE  
(Continued)

2.3 Provided that such withdrawal of Gas from storage and delivery of such Gas to Customer can be accomplished by Liberty without detriment to Liberty's facilities and/or Liberty's ability to meet its firm obligations to other Customers, Liberty may, upon Customer's request and after confirmation by Customer's Transporter, schedule and withdraw on an Interruptible basis quantities of Gas in excess of Customer's MDWQ, provided that Customer has a quantity of Gas in Customer's firm Storage Inventory not less than the quantities Customer shall have nominated for withdrawal on such Day. Such excess quantities shall be deemed to be "Excess Withdrawal Gas."

2.4 Customer shall be permitted to combine the firm injection, storage or withdrawal of Gas available under this Rate Schedule with any service available under any Interruptible Rate Schedule set forth in this FERC Gas Tariff; provided, however, that such combined service shall be subject to Section 5 of the General Terms and Conditions of this FERC Gas Tariff; and, provided, further, that priority for each service shall be determined by the respective priority of that service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

3. RATES AND CHARGES

Customer shall pay rates and charges for firm storage service under this Rate Schedule including the applicable storage rate components set forth in the FSS Rate Statement and as described below:

(a) Storage Reservation Charge. A Monthly charge for each Dth of Customer's Maximum Storage Quantity.

(b) Storage Injection Charge. A usage charge for each Dth of Customer's Gas injected into Liberty's facilities pursuant to Section 2.1(a) of this Rate Schedule for each Day during a given Month.

(c) Storage Withdrawal Charge. A usage charge for each Dth of Customer's Gas withdrawn from Liberty's facilities pursuant to Section 2.1(c) of this Rate Schedule for each Day during a given Month.

(d) Excess Injection Charge. A usage charge for each Dth of Excess Injection Gas injected into Liberty's facilities pursuant to Section 2.2 of this Rate Schedule for each Day during a given Month.

(e) Excess Withdrawal Charge. A usage charge for each Dth of Excess Withdrawal Gas withdrawn from Liberty's facilities pursuant to Section 2.3 of this Rate Schedule for each Day during a given Month.

(f) Fuel Reimbursement. The amount of Gas or equivalent charge for fuel and losses determined in accordance with Section 19 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Customer's Firm Storage Service Agreement.

(g) Regulatory Fees and Charges. Customer shall reimburse Liberty for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Customer's Firm Storage Service Agreement.

(h) Taxes. Customer shall reimburse Liberty for all applicable taxes as may be assessed Liberty, as set forth in Customer's Firm Storage Service Agreement.

FSS RATE SCHEDULE FIRM STORAGE  
SERVICE  
(Continued)

4. INVOICE

Each invoice for firm storage service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule, at rates set forth in Customer's Firm Storage Service Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in the executed Firm Storage Service Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The Firm Storage Service Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for Liberty to provide the storage service contemplated hereby and to construct and operate the facilities necessary to provide such service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the service provided for herein.

6.2 Liberty shall have the right to propose to the FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Firm Storage Service Agreement executed by the parties shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided however, that any market-based rates negotiated between Liberty and its Customer(s) shall remain in effect during the term(s) of the Firm Storage Service Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to an emergency situation or when unexpected capacity loss occurs after scheduling, Liberty's capability to receive or deliver quantities is impaired so that Liberty is unable to receive or deliver the quantities provided for in its Firm Storage Service Agreements with Customers, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

FSS RATE SCHEDULE FIRM STORAGE  
SERVICE  
(Continued)

8. EXPIRATION OF TERM

At least ten (10) Business Days prior to the end of the primary term or any renewed term of the Customer's Firm Storage Service Agreement, Liberty shall notify Customer to withdraw all of the FSS Storage Inventory held in storage by Liberty for the account of Customer. Liberty's notice to Customer may be given orally, but shall be confirmed in writing via e-mail or facsimile to the Customer. Before the end of the contract term, Customer must either physically withdraw the Gas or indicate to Liberty in writing that it desires to have Liberty cash out the Gas on mutually agreeable terms. If, by midnight on the last Day of the contract term, the Customer has neither withdrawn the Gas nor indicated in writing to Liberty that it desires to exercise the cash out option, then Liberty may take, free and clear of any adverse claims, title to such FSS storage quantities as Customer was required to withdraw or cash out; provided, however, that if Customer was unable to withdraw its FSS Gas quantities due to an interruption of Customer's withdrawal service during the last ten Days before termination, Customer shall be allowed to withdraw its Gas within a reasonable period following the end of the contract term.

In the event that Liberty retains and takes title to any of Customer's Gas pursuant to this Section, Liberty shall dispose of such Gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 33 of the General Terms and Conditions of this FERC Gas Tariff.

9. GENERAL TERMS AND CONDITIONS

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

SFS RATE SCHEDULE SECONDARY FIRM  
STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of secondary firm Gas storage service from Liberty, provided that:

- (a) Liberty has determined that it has sufficient operationally available secondary firm storage capacity and injection and withdrawal capacity to perform the service Customer has requested;
- (b) Liberty has determined that the service Customer has requested under this Rate Schedule will not interfere with efficient operation of its system or with service to Customers taking service under Rate Schedule FSS or other firm Rate Schedules;
- (c) Customer and Liberty have executed a Secondary Firm Storage Service Agreement under this Rate Schedule;
- (d) Customer accepts responsibility for arranging any transportation service required for utilization of the storage service provided under this Rate Schedule;
- (e) Availability of service under this Rate Schedule shall be subject to a determination by Liberty that its performance of the service requested hereunder shall not cause a reduction in Liberty's ability to provide firm services under Rate Schedule FSS and other firm Rate Schedules; and
- (f) Service under this Rate Schedule may not be available to the extent that Liberty would be required to construct, modify, expand or acquire any facilities to enable Liberty to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all secondary firm storage service rendered by Liberty to Customer through use of Liberty's storage facility located in Calcasieu Parish, Louisiana pursuant to an executed Secondary Firm Storage Service Agreement.

2.1 Secondary firm storage service rendered by Liberty to Customer under this Rate Schedule shall consist of:

- (a) The Receipt on any Day of Customer's Gas per Customer's nomination up to Customer's Maximum Daily Injection Quantity ("MDIQ") stated in the executed Secondary Firm Storage Service Agreement, plus Fuel Reimbursement, and the injection of Gas so received into storage, provided that all firm service nominations for injection have been satisfied, Customer has storage capability available and Customer delivers the nominated quantity, plus Fuel Reimbursement to the Point(s) of Receipt located on Liberty's system, and Customer's Storage Inventory has not exceeded Customer's secondary firm Maximum Storage Quantity;
- (b) The storage of Gas in amounts up to Customer's secondary firm Maximum Storage Quantity, provided that all firm service storage needs have been satisfied; and
- (c) The withdrawal from storage on any Day of Customer's Gas per Customer's nomination up to Customer's Maximum Daily Withdrawal Quantity ("MDWQ") as stated in the executed Secondary Firm Storage Service Agreement and the delivery of such Gas to the Point(s) of Delivery located on Liberty's system, provided that all firm service nominations for withdrawal have been satisfied, and Customer has a quantity of Gas in Customer's secondary firm Storage Inventory not less than the quantity the Customer shall have nominated for withdrawal on such Day.

SFS RATE SCHEDULE SECONDARY FIRM STORAGE  
SERVICE  
(Continued)

2.2 Provided that the receipt of Gas from Customer and the injection of such Gas into storage can be accomplished by Liberty without detriment to Liberty's facilities and/or Liberty's ability to meet its obligations to firm Customers, Liberty may, upon Customer's request and after confirmation by Customer's Transporter, schedule and inject on an Interruptible basis quantities of Gas in excess of Customer's MDIQ, provided that Customer's secondary firm Storage Inventory has not exceeded Customer's Maximum Storage Quantity. Such excess quantities shall be deemed to be "Excess Injection Gas."

2.3 Provided that such withdrawal of Gas from storage and delivery of such Gas to Customer can be accomplished by Liberty without detriment to Liberty's facilities and/or Liberty's ability to meet its firm obligations to firm Customers, Liberty may, upon Customer's request and after confirmation by Customer's Transporter, schedule and withdraw on an Interruptible basis quantities of Gas in excess of Customer's MDWQ, provided that Customer has a quantity of Gas stored in Customer's secondary firm Storage Inventory, not less than the quantities Customer shall have nominated for withdrawal on such Day. Such excess quantities shall be deemed to be "Excess Withdrawal Gas."

2.4 To the extent secondary firm storage capacity which is being utilized by a secondary firm Customer hereunder is needed by Liberty in order to satisfy Liberty's obligations to firm FSS Customers, Liberty shall require Customer to withdraw all, or any portion of, the SFS Gas quantities held in storage by Liberty for the account of Customer as specified by Liberty. Unless Liberty otherwise agrees, Customer shall be required to make ratable withdrawals. If Customer fails to withdraw such SFS storage Gas, Liberty may take, free and clear of any adverse claims, title to such SFS Storage Inventory as Customer was instructed to withdraw. Liberty's notice to Customer may be given orally, but shall be confirmed in writing via e-mail or facsimile to the Customer.

In the event that Liberty retains and takes title to any of Customer's Gas pursuant to this Section, Liberty shall dispose of such Gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 33 of the General Terms and Conditions of this FERC Gas Tariff.

2.5 Customer shall be permitted to combine the secondary firm injection, storage or withdrawal of Gas available under this Rate Schedule with any service available under any Interruptible Rate Schedule set forth in this FERC Gas Tariff; provided, however, that such combined service shall be subject to Section 5 of the General Terms and Conditions of this FERC Gas Tariff; and, provided, further, that priority for each service shall be determined by the respective priority of that service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

SFS RATE SCHEDULE SECONDARY FIRM  
STORAGE SERVICE  
(Continued)

3. RATES AND CHARGES

Customer shall pay rates and charges for secondary firm storage service under this Rate Schedule including the applicable storage rate components set forth in the SFS Rate Statement and as described below:

- (a) Storage Reservation Charge. A Monthly charge for each Dth of Customer's Maximum Storage Quantity.
- (b) Storage Injection Charge. A usage charge for each Dth of Customer's Gas injected into Liberty's facilities pursuant to Section 2.1(a) of this Rate Schedule for each Day during a given Month.
- (c) Storage Withdrawal Charge. A usage charge for each Dth of Customer's Gas withdrawn from Liberty's facilities pursuant to Section 2.1(c) of this Rate Schedule for each Day during a given Month.
- (d) Excess Injection Charge. A usage charge for each Dth of Excess Injection Gas injected into Liberty's facilities pursuant to Section 2.2 of this Rate Schedule for each Day during a given Month.
- (e) Excess Withdrawal Charge. A usage charge for each Dth of Excess Withdrawal Gas withdrawn from Liberty's facilities pursuant to Section 2.3 of this Rate Schedule for each Day during a given Month.
- (f) Fuel Reimbursement. The amount of Gas or equivalent charge for fuel and losses determined in accordance with Section 19 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Customer's Secondary Firm Storage Service Agreement.
- (g) Regulatory Fees and Charges. Customer shall reimburse Liberty for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Customer's Secondary Firm Storage Service Agreement.
- (h) Taxes. Customer shall reimburse Liberty for all applicable taxes as may be assessed Liberty, as set forth in Customer's Secondary Firm Storage Service Agreement.

4. INVOICE

Each invoice for secondary firm storage service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule, at rates set forth in Customer's Secondary Firm Storage Service Agreement.

SFS RATE SCHEDULE SECONDARY FIRM  
STORAGE SERVICE  
(Continued)

5. TERM

The term for service under this Rate Schedule shall be as set forth in the executed Secondary Firm Storage Service Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The Secondary Firm Storage Service Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for Liberty to provide the storage service contemplated hereby and to construct and operate the facilities necessary to provide such service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the service provided for herein.

6.2 Liberty shall have the right to propose to the FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Secondary Firm Storage Service Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided however, that any market-based rates negotiated between Liberty and its Customer(s) shall remain in effect during the term of the Secondary Firm Storage Service Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to an emergency situation or when unexpected capacity loss occurs after scheduling, Liberty's capability to receive or deliver quantities is impaired so that Liberty is unable to receive or deliver the quantities provided for in its Secondary Firm Storage Service Agreements with Customers, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

SFS RATE SCHEDULE SECONDARY FIRM  
STORAGE SERVICE  
(Continued)

8. EXPIRATION OF TERM

At least ten (10) Business Days prior to the end of the primary term or any renewed term of the Customer's Secondary Firm Storage Service Agreement, Liberty shall notify Customer to withdraw all of the SFS Gas quantities held in storage by Liberty for the account of Customer. Liberty's notice to Customer may be given orally, but shall be confirmed in writing via e-mail or facsimile to the Customer. Before the end of the contract term, Customer must either physically withdraw the Gas or indicate to Liberty in writing that it desires to have Liberty cash out the Gas on mutually agreeable terms. If, by midnight on the last Day of the contract term, the Customer neither has withdrawn the Gas or indicated in writing to Liberty that it desires to exercise the cash out option, then Liberty may take, free and clear of any adverse claims, title to such SFS storage quantities as Customer was required to withdraw or cash out; provided, however, that if Customer was unable to withdraw its SFS Gas quantities due to an interruption of Customer's withdrawal service during the last ten Days before termination, Customer shall be allowed to withdraw its Gas within a reasonable period following the end of the contract term.

In the event that Liberty retains and takes title to any of Customer's Gas pursuant to this Section, Liberty shall dispose of such Gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 33 of the General Terms and Conditions of this FERC Gas Tariff.

9. GENERAL TERMS AND CONDITIONS

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

IP RATE SCHEDULE INTERRUPTIBLE PARKING SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of Interruptible parking service from Liberty, provided that:

- (a) Liberty has determined that it has sufficient operationally available storage capacity, injection or withdrawal capacity to perform the parking service Customer has requested;
- (b) Liberty has determined that the parking service Customer has requested will not interfere with efficient operation of its system or with Higher Priority Services;
- (c) Customer and Liberty have executed a Hub Services Agreement under this Rate Schedule;
- (d) Customer accepts responsibility for arranging any transportation service required for utilization of the parking service provided under this Rate Schedule; and
- (e) Service under this Rate Schedule may not be available to the extent that Liberty would be required to construct, modify, expand or acquire any facilities to enable Liberty to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Interruptible parking service rendered by Liberty to Customer through use of Liberty's storage facility located in Calcasieu Parish, Louisiana pursuant to an executed Hub Services Agreement.

Interruptible parking service rendered by Liberty to Customer under this Rate Schedule shall consist of the receipt, injection, storage, and withdrawal and delivery of Customer's Gas, on an Interruptible basis, by Liberty. Service under this Rate Schedule includes:

- (a) The receipt on any Day and injection into storage of Customer's Gas per Customer's nomination up to the Maximum Daily Injection Quantity ("MDIQ") stated in Exhibit B of the Hub Services Agreement with Customer, provided that all Higher Priority Service nominations for injection have been satisfied, Customer's Park Quantity is less than the Maximum Park Quantity set forth in Exhibit B of the Hub Services Agreement, Customer delivers the nominated quantity plus Fuel Reimbursement to the Point(s) of Receipt located on Liberty's system, and Customer's Park Balance has not exceeded Customer's Maximum Park Quantity;

IP RATE SCHEDULE INTERRUPTIBLE  
PARKING SERVICE  
(Continued)

(b) The storage of Gas in amounts up to Customer's Maximum Park Quantity provided that all Higher Priority Service storage needs have been satisfied; and

(c) The withdrawal from storage on any Day and delivery of Customer's Gas per Customer's nomination to the Point(s) of Delivery located on Liberty's system up to Customer's Maximum Daily Withdrawal Quantity ("MDWQ") stated in Exhibit B of the Hub Services Agreement with Customer, provided that all Higher Priority Service nominations or withdrawals have been satisfied, and that Customer has a quantity of Gas stored in Customer's Park Balance not less than the quantity the Customer shall have nominated for withdrawal on such Day.

To the extent storage capacity which is being utilized by an Interruptible Customer hereunder is needed by Liberty in order to satisfy Liberty's obligations to Higher Priority Services, Liberty shall require Customer to withdraw all, or any portion of, the IP Gas quantities held in storage by Liberty for the account of Customer as specified by Liberty. Unless Liberty otherwise agrees, Customer shall be required to make ratable withdrawals. If Customer fails to withdraw such IP Park Balance, then Liberty may take, free and clear of any adverse claims, title to such IP Park Balance as Customer was instructed to withdraw. Liberty's notice to Customer may be given orally, but shall be confirmed in writing via e-mail or facsimile to the Customer.

In the event that Liberty retains and takes title to any of Customer's Gas pursuant to this Section, Liberty shall dispose of such Gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 33 of the General Terms and Conditions of this FERC Gas Tariff.

Customer shall be permitted to combine the Interruptible injection, storage, or withdrawal and delivery of Gas available under this Rate Schedule with any service available under any other Rate Schedule set forth in this FERC Gas Tariff; provided, however, that such combined services shall be subject to Section 5 of the General Terms and Conditions of this FERC Gas Tariff; and, provided, further, that priority for each service shall be determined by the respective priority of that service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

3. RATES AND CHARGES

Customer shall pay rates and charges for Interruptible parking service under this Rate Schedule including the applicable parking rate components set forth in the IP Rate Statement and as described below:

(a) Interruptible Parking Charge. A charge for each Dth of Customer's Maximum Park Quantity specified in Exhibit B of the Hub Services Agreement.

IP RATE SCHEDULE INTERRUPTIBLE PARKING  
SERVICE  
(Continued)

(b) Interruptible Parking Injection Charge. A charge for each Dth of Customer's Gas injected into Liberty's facilities pursuant to Section 2(a) of this Rate Schedule during a given invoice period.

(c) Interruptible Parking Withdrawal Charge. A charge for each Dth of Customer's Gas withdrawn from Liberty's facilities pursuant to Section 2(c) of this Rate Schedule during a given invoice period.

(d) Fuel Reimbursement. The amount of Gas or equivalent charge for fuel and losses determined in accordance with Section 19 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Exhibit B of Customer's Hub Services Agreement.

(e) Regulatory Fees and Charges. Customer shall reimburse Liberty for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Customer's Hub Services Agreement.

(f) Taxes. Customer shall reimburse Liberty for all applicable taxes as may be assessed Liberty, as set forth in Exhibit B of Customer's Hub Services Agreement.

4. INVOICE

Each invoice for Interruptible parking service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule at rates and terms set forth in Exhibit B of Customer's Hub Services Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in Exhibit B of Customer's Hub Services Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The Hub Services Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for Liberty to provide the parking service contemplated hereby and to construct and operate the Gas storage facilities necessary to provide such parking service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the parking service provided for herein.

IP RATE SCHEDULE INTERRUPTIBLE  
PARKING SERVICE  
(Continued)

6.2 Liberty shall have the right to propose to the FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Hub Services Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided, however, that any market-based rates negotiated between Liberty and its Customer(s) shall remain in effect during the term of Exhibit B of the Hub Services Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to any cause whatsoever, Liberty's capability to receive or deliver quantities is impaired so that Liberty is unable to receive or deliver the quantities provided for in Exhibit B of its Hub Services Agreement with Customers, then capacity, withdrawals, and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

8. EXPIRATION OF TERM

At least ten (10) Business Days prior to the end of the term as specified in Exhibit B of Customer's Hub Services Agreement, Liberty shall notify Customer to withdraw all of the IP Gas quantities held in storage by Liberty for the account of Customer; provided, however, any Exhibit B of Customer's Hub Services Agreement that has a term of ten (10) Business Days or less shall not require such foregoing notice but shall be deemed to have been given upon the first Day of the primary term or the renewed term of such Hub Services Agreement. Liberty's notice to Customer may be given orally, but shall be confirmed in writing via e-mail or facsimile to the Customer. Before the end of the term of Exhibit B of Customer's Hub Services Agreement, the Customer must either physically withdraw Gas or indicate to Liberty in writing that it desires to have Liberty cash out the Gas on mutually agreeable terms. If, by midnight on the last Day of the term of Exhibit B of Customer's Hub Services Agreement, the Customer neither has withdrawn the Gas nor indicated in writing to Liberty that it desires to exercise the cash out option, then Liberty may take, free and clear of any adverse claims, title to such IP Park Balance as Customer was required to withdraw or cash out; provided, however, that if Customer was unable to withdraw its IP Park Balance due to an interruption of Customer's withdrawal service during the last ten Days before termination, Customer shall be allowed to withdraw its Gas within a reasonable period following the end of the contract term.

In the event that Liberty retains and takes title to any of Customer's Gas pursuant to this Section, Liberty shall dispose of such Gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 33 of the General Terms and Conditions of this FERC Gas Tariff.

9. GENERAL TERMS AND CONDITIONS

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

IW RATE SCHEDULE INTERRUPTIBLE WHEELING  
SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of Interruptible Gas wheeling service from Liberty, provided that:

- (a) Liberty has determined that it has sufficient operationally available Interruptible wheeling, receipt and delivery capacity to perform service Customer has requested;
- (b) Liberty has determined that service Customer has requested will not interfere with efficient operation of its system or with Higher Priority Services;
- (c) Customer and Liberty have executed a Hub Services Agreement under this Rate Schedule;
- (d) Customer accepts responsibility for arranging any upstream and/or downstream transportation service required for utilization of the wheeling service provided under this Rate Schedule; and
- (e) Service under this Rate Schedule may not be available to the extent that Liberty would be required to construct, modify, expand or acquire any facilities to enable Liberty to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Interruptible wheeling service rendered by Liberty to Customer through use of Liberty's storage facility located in Calcasieu Parish, Louisiana pursuant to an executed Hub Services Agreement.

Interruptible wheeling service rendered by Liberty to Customer under this Rate Schedule shall consist of the transportation of Gas, on an Interruptible basis, by Liberty for Customer on Liberty's system between agreed upon Point(s) of Receipt and Point(s) of Delivery.

Liberty shall, on an Interruptible basis, receive for Customer at Point(s) of Receipt located on Liberty's system and shall transport and deliver at the Point(s) of Delivery located on Liberty's system daily quantities of Gas up to Customer's Interruptible Maximum Daily Wheeling Quantity; provided, however, Liberty shall not be obligated to receive, transport and/or deliver quantities of Gas on any Day in excess of the quantity nominated and scheduled for that Day.

IW RATE SCHEDULE INTERRUPTIBLE  
WHEELING SERVICE  
(Continued)

Customer shall be permitted to combine the Interruptible wheeling service available under this Rate Schedule with any service available under any other Rate Schedule set forth in this FERC Gas Tariff; provided, however, that such combined service shall be subject to Section 5 of the General Terms and Conditions of this FERC Gas Tariff; and, provided, further, that priority for each service shall be determined by the respective priority of that service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

The transportation of Gas in amounts up to the Customer's Maximum Daily Wheeling Quantity, as specified in Exhibit B of the Customer's Hub Services Agreement, shall be available only in the event that all Higher Priority Service needs have been satisfied.

3. RATES AND CHARGES

Customer shall pay the rates and charges for Interruptible wheeling service under this Rate Schedule including the applicable wheeling rate components set forth in the IW Rate Statement and as described below:

(a) Interruptible Wheeling Charge. A charge for each Dth wheeled by Liberty or the Customer's Maximum Daily Wheeling Quantity, as applicable.

(b) Fuel Reimbursement. The amount of Gas or equivalent charge for fuel and losses determined in accordance with Section 19 of this FERC Gas Tariff and as set forth in Exhibit B of Customer's Hub Services Agreement.

(c) Regulatory Fees and Charges. Customer shall reimburse Liberty for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in the Hub Services Agreement.

(d) Taxes. Customer shall reimburse Liberty for all applicable taxes as may be assessed, as set forth in Exhibit B of the Hub Services Agreement.

IW RATE SCHEDULE INTERRUPTIBLE  
WHEELING SERVICE  
(Continued)

4. INVOICE

Each invoice for Interruptible wheeling service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule at rates and terms set forth in Exhibit B of Customer's Hub Services Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in Exhibit B of Customer's Hub Services Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The Hub Services Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for Liberty to provide the wheeling service contemplated hereby and to construct and operate the Gas wheeling facilities necessary to provide such wheeling service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the wheeling service provided for herein.

6.2 Liberty shall have the right to propose to the FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Hub Services Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided, however, that any market-based rates negotiated between Liberty and its Customer(s) shall remain in effect during the term of Exhibit B of the Hub Services Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to any cause whatsoever, Liberty's capability to receive or deliver quantities is impaired so that Liberty is unable to receive or deliver the quantities provided for in its Exhibit B of the Hub Services Agreement(s) with Customers, then wheeling capacity will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

8. GENERAL TERMS AND CONDITIONS

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

IL RATE SCHEDULE INTERRUPTIBLE  
LOAN SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of Interruptible Gas loan service from Liberty, provided that:

- (a) Liberty has determined that it has sufficient operationally available storage capacity, injection or withdrawal capacity to perform service Customer has requested;
- (b) Liberty has determined that service Customer has requested will not interfere with efficient operation of its system or with Higher Priority Services;
- (c) Customer and Liberty have executed a Hub Services Agreement under this Rate Schedule;
- (d) Customer accepts responsibility for arranging any transportation service required for utilization of the loan service provided under this Rate Schedule; and
- (e) Service under this Rate Schedule may not be available to the extent that Liberty would be required to construct, modify, expand or acquire any facilities to enable Liberty to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Interruptible loan service rendered by Liberty to Customer through use of Liberty's storage facility located in Calcasieu Parish, Louisiana pursuant to an executed Hub Services Agreement.

Interruptible loan service rendered by Liberty to Customer under this Rate Schedule shall consist of the advancement to Customer, upon nomination and subsequent confirmation, of daily quantities of Gas in storage up to Customer's Maximum Daily Withdrawal Quantity ("MDWQ") as stated in Exhibit B of the Hub Services Agreement with Customer, provided that all Higher Priority Service nominations for withdrawal have been satisfied and system needs allow. Customer agrees to replace the borrowed quantities of Gas to Liberty at a time to be agreed upon as set forth in Exhibit B of the Hub Services Agreement. If Customer fails to replace or replenish Gas advanced by Liberty to Customer under this Rate Schedule at the agreed upon time, Liberty may purchase replacement Gas and Customer shall pay Liberty the cost of the replacement Gas, which shall include the actual cost of replacement supplies and any costs or penalties incurred by Liberty or its Customers as a result of Customer's failure to deliver replacement Gas, plus all other costs incurred by Liberty to secure such replacement Gas, including, but not limited to, third-party marketing fees, transportation by third-party pipeline companies, and all other costs for securing replacement Gas.

IL RATE SCHEDULE INTERRUPTIBLE LOAN SERVICE  
(Continued)

To the extent Liberty Gas which is advanced to an Interruptible Customer hereunder is needed by Liberty in order to satisfy Liberty's obligations to Higher Priority Services or to meet system needs, Liberty may at its sole discretion and upon giving notice to Customer, interrupt the continuation of any or all services hereunder and require Customer to replace or replenish all, or any portion, of the IL Gas quantities borrowed by Customer at a time to be agreed upon. Unless Liberty otherwise agrees, Customer shall be required to make ratable injections. If Customer fails to replace or replenish borrowed Gas to Liberty at the agreed upon time, Liberty may purchase replacement Gas and Customer shall pay Liberty the cost of the replacement Gas, which shall include the actual cost of replacement supplies and any costs or penalties incurred by Liberty or its Customers as a result of Customer's failure to deliver replacement Gas, plus all other costs incurred by Liberty to secure such replacement Gas, including, but not limited to, third-party marketing fees, transportation by third-party pipeline companies, and all other costs for securing replacement Gas.

Customer shall be permitted to combine the Interruptible loan service available under this Rate Schedule with any service available under any other Rate Schedule set forth in this FERC Gas Tariff; provided, however, that such combined services shall be subject to Section 5 of the General Terms and Conditions of this FERC Gas Tariff; and, provided, further, that priority for each service shall be determined by the respective priority of that service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

3. RATES AND CHARGES

Customer shall pay rates and charges paid for Interruptible loan service under this Rate Schedule including the applicable loan rate components set forth in the IL Rate Statement and as described below:

(a) Interruptible Loan Charge. A charge for each Dth of Customer's Maximum Loan Quantity specified in Exhibit B of Customer's Hub Services Agreement.

(b) Interruptible Loan Injection Charge. A charge for each Dth of Gas injected into Liberty's facilities pursuant to Section 2 of this Rate Schedule.

(c) Interruptible Loan Withdrawal Charge. A charge for each Dth of Gas withdrawn from Liberty's facilities pursuant to Section 2 of this Rate Schedule.

(d) Fuel Reimbursement. The amount of Gas or equivalent charge for fuel and losses determined in accordance with Section 19 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Exhibit B of Customer's Hub Services Agreement.

(e) Regulatory Fees and Charges. Customer shall reimburse Liberty for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in the Hub Services Agreement.

(f) Taxes. Customer shall reimburse Liberty for all applicable taxes as may be assessed Liberty, as set forth in Exhibit B of the Hub Services Agreement.

IL RATE SCHEDULE INTERRUPTIBLE LOAN SERVICE  
(Continued)

4. INVOICE

Each invoice for Interruptible loan service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule at rates and terms set forth in Exhibit B of Customer's Hub Services Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in Exhibit B of the Customer's Hub Services Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The Hub Services Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for Liberty to provide the loan service contemplated hereby and to construct and operate the Gas storage facilities necessary to provide such loan service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the loan service provided for herein.

6.2 Liberty shall have the right to propose to the FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Hub Services Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided, however, that any market-based rates negotiated between Liberty and its Customer(s) shall remain in effect during the term of Exhibit B of the Hub Services Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to any cause whatsoever, Liberty's capability to receive or deliver quantities is impaired so that Liberty is unable to receive or deliver the quantities provided for in its Exhibit B of the Hub Services Agreements with Customers, then capacity, withdrawals, and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

8. GENERAL TERMS AND CONDITIONS

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

IBT RATE SCHEDULE INTERRUPTIBLE IMBALANCE TRADING SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of Interruptible imbalance trading service from Liberty, provided that:

- (a) Liberty has determined that service Customer has requested will not interfere with efficient operation of its system or with Higher Priority Services;
- (b) Customer and Liberty have executed a Hub Services Agreement under this Rate Schedule;
- (c) Customer accepts responsibility for arranging any transportation service required for utilization of the imbalance trading service provided under this Rate Schedule; and
- (d) Service under this Rate Schedule may not be available to the extent that Liberty would be required to construct, modify, expand or acquire any facilities to enable Liberty to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Interruptible imbalance trading service rendered by Liberty to Customer through use of Liberty's storage facility located in Calcasieu Parish, Louisiana pursuant to an executed Hub Services Agreement.

Interruptible imbalance trading service rendered by Liberty to Customer under this Rate Schedule shall consist of the trading of imbalance quantities by Liberty for Customer at agreed upon Point(s) of Receipt and Delivery on Liberty's system upon nomination by Customer, and shall also permit the trading of imbalance quantities among Customers. Liberty shall, on an Interruptible basis, accept nominations from Customer for Point(s) of Receipt and Point(s) of Delivery located on Liberty's system for quantities of Gas up to the quantities set forth in Exhibit B of Customer's Hub Services Agreement, in order to permit Customer to trade imbalances created under Rate Schedules set forth in this FERC Gas Tariff. Further, Liberty, on an Interruptible basis, shall permit Customer with imbalance quantities, upon prior notification to Liberty, to trade such imbalance quantities with another Customer, up to the quantities set forth in Exhibit B of Customer's Hub Services Agreement.

IBT RATE SCHEDULE INTERRUPTIBLE IMBALANCE TRADING SERVICE  
(Continued)

Customer shall be permitted to combine the Interruptible imbalance trading service available under this Rate Schedule with any service available under any other Rate Schedule set forth in this FERC Gas Tariff; provided, however, that such combined services shall be subject to Section 5 of the General Terms and Conditions of this FERC Gas Tariff; and, provided, further, that priority for each service shall be determined by the respective priority of that service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

3. RATES AND CHARGES

Customer shall pay rates and charges for Interruptible imbalance trading under this Rate Schedule including the applicable imbalance trading rate components set forth in the IBT Rate Statement and as described below:

(a) Interruptible Imbalance Trading Charge. A charge for each Dth scheduled and confirmed with Liberty as an imbalance trade, including imbalance quantities traded between Customers.

(b) Fuel Reimbursement. No fuel is required to perform Liberty's imbalance trading service.

(c) Regulatory Fees and Charges. Customer shall reimburse Liberty for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Customer's Hub Services Agreement.

(d) Taxes. Customer shall reimburse Liberty for all applicable taxes as may be assessed Liberty, as set forth in Exhibit B of Customer's Hub Services Agreement.

4. INVOICE

Each invoice for Interruptible imbalance trading service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule at rates and terms set forth in Exhibit B of Customer's Hub Services Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in Exhibit B of Customer's executed Hub Services Agreement.

IBT RATE SCHEDULE INTERRUPTIBLE IMBALANCE TRADING SERVICE  
(Continued)

6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The Hub Services Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for Liberty to provide the imbalance trading service contemplated hereby and to construct and operate the Gas storage facilities necessary to provide such imbalance trading service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the imbalance trading service provided for herein.

6.2 Liberty shall have the right to propose to the FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Hub Services Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided, however, that any market-based rates negotiated between Liberty and its Customer(s) shall remain in effect during the term of the Exhibit B of the Hub Services Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to any cause whatsoever, Liberty's capability to receive or deliver quantities is impaired so that Liberty is unable to receive or deliver the quantities provided for in its Exhibit B of Hub Services Agreements with Customers, then capacity, withdrawals, and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

8. GENERAL TERMS AND CONDITIONS

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

IB RATE SCHEDULE INTERRUPTIBLE BALANCING SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of Interruptible balancing service from Liberty, provided that:

- (a) Liberty has determined that it has sufficient operationally available Gas or storage capacity, injection or withdrawal capacity to perform service Customer has requested;
- (b) Liberty has determined that service Customer has requested will not interfere with efficient operation of its system or with Higher Priority Service;
- (c) Customer and Liberty have executed a Hub Services Agreement under this Rate Schedule;
- (d) Customer accepts responsibility for arranging any transportation service required for utilization of the balancing service provided under this Rate Schedule; and
- (e) Service under this Rate Schedule may not be available to the extent that Liberty would be required to construct, modify, expand or acquire any facilities to enable Liberty to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Interruptible balancing service rendered by Liberty to Customer through use of Liberty's storage facility located in Calcasieu Parish, Louisiana pursuant to an executed Hub Services Agreement.

Interruptible balancing service rendered by Liberty to Customer under this Rate Schedule shall consist of the receipt, injection, storage, and withdrawal and delivery of quantities of Gas in order to manage imbalances created by Customer under Rate Schedules set forth in this FERC Gas Tariff. Service under this Rate Schedule includes:

- (a) The receipt on any Day and injection into storage of Customer's Gas per Customer's nomination which is in excess of the quantity of Gas delivered to any Point(s) of Delivery per Customer's nomination under Interruptible Rate Schedules set forth in this FERC Gas Tariff, provided that all Higher Priority Service nominations for injection have been satisfied, that Customer has sufficient capacity available as part of its Interruptible Maximum Balance Quantity to accommodate the nominated injection quantity and Customer delivers the nominated quantity, plus Fuel Reimbursement, to the Point(s) of Receipt located on Liberty's system.

IB RATE SCHEDULE INTERRUPTIBLE BALANCING SERVICE  
(Continued)

(b) The storage of Gas in amounts up to Customer's Interruptible Maximum Balance Quantity, provided that all Higher Priority Service storage and system needs have been satisfied; or

(c) The withdrawal from storage on any Day and delivery of Liberty's or Customer's Gas per Customer's nomination to the Point(s) of Delivery located on Liberty's system which is in excess of the quantity of Gas received by Liberty at any Point(s) of Receipt per Customer's nomination under Interruptible Rate Schedules set forth in this FERC Gas Tariff, provided that all Higher Priority Service nominations for withdrawal and system needs have been satisfied, and that Customer or Liberty has a quantity of Gas stored in Interruptible Storage Inventory not less than the quantity the Customer shall have nominated for withdrawal on such Day.

To the extent Interruptible storage capacity or Gas which is being utilized by an Interruptible Customer hereunder is needed by Liberty in order to satisfy Liberty's obligations to firm FSS Customers and/or secondary firm SFS Customers, Liberty shall require Customer to withdraw or repay all, or any portion of, the IB Gas quantities held or loaned by Liberty for the account of Customer as specified by Liberty. Unless Liberty otherwise agrees, Customer shall be required to make ratable injections or withdrawals. If Customer fails to inject or withdraw such IB storage Gas, then Liberty may take, free and clear of any adverse claims, title to such IB Storage Inventory as Customer was instructed to withdraw. If Customer fails to inject such IB storage Gas, then Liberty may purchase replacement Gas and Customer shall pay Liberty the cost of the replacement Gas, which includes the actual cost of replacement supplies and any costs or penalties incurred by Liberty or its Customers as a result of Customer's failure to deliver replacement Gas, plus all other costs incurred by Liberty to secure such replacement Gas, including, but not limited to, third-party marketing fees, transportation by third-party pipeline companies, and all other costs for securing replacement Gas. Liberty's notice to Customer may be given orally, but shall be confirmed in writing via e-mail or facsimile to the Customer.

In the event that Liberty retains and takes title to any of Customer's Gas pursuant to this Section, Liberty shall dispose of such Gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 33 of the General Terms and Conditions of this FERC Gas Tariff.

Customer shall be permitted to combine the Interruptible injection, storage, or withdrawal and delivery of Gas available under this Rate Schedule with any service available under any other Rate Schedule set forth in this FERC Gas Tariff; provided, however, that such combined services shall be subject to Section 5 of the General Terms and Conditions of this FERC Gas Tariff; and, provided, further, that priority for each service shall be determined by the respective priority of that service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

3. RATES AND CHARGES

Customer shall pay rates and charges for Interruptible balancing service under this Rate Schedule including the applicable Interruptible balancing rate components set forth in the IB Rate Statement and as described below:

IB RATE SCHEDULE INTERRUPTIBLE BALANCING SERVICE  
(Continued)

(a) Interruptible Balancing Charge. A charge for each Dth of Gas stored in Liberty's facilities under this Rate Schedule.

(b) Interruptible Balancing Injection Charge. A charge for each Dth of Gas injected into Liberty's facilities pursuant to Section 2(a) of this Rate Schedule during a given invoice period.

(c) Interruptible Balancing Withdrawal Charge. A charge for each Dth of Gas withdrawn from Liberty's facilities pursuant to Section 2(c) of this Rate Schedule during a given invoice period.

(d) Fuel Reimbursement. The amount of Gas or equivalent charge for fuel and losses determined in accordance with Section 19 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Exhibit B of Customer's Hub Services Agreement.

(e) Regulatory Fees and Charges. Customer shall reimburse Liberty for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Customer's Hub Services Agreement.

(f) Taxes. Customer shall reimburse Liberty for all applicable taxes as may be assessed Liberty, as set forth in Exhibit B of Customer's Hub Services Agreement.

4. INVOICE

Each invoice for Interruptible balancing service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule at rates and terms set forth in Exhibit B of Customer's Hub Services Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in Exhibit B of the Hub Services Agreement.

IB RATE SCHEDULE INTERRUPTIBLE BALANCING SERVICE  
(Continued)

6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The Hub Services Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for Liberty to provide the balancing service contemplated hereby and to construct and operate the Gas storage facilities necessary to provide such balancing service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the balancing service provided for herein.

6.2 Liberty shall have the right to propose to the FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Hub Services Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided, however, that any market-based rates negotiated between Liberty and its Customer(s) shall remain in effect during the term of Exhibit B of the Hub Services Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to any cause whatsoever, Liberty's capability to receive or deliver quantities is impaired so that Liberty is unable to receive or deliver the quantities provided for in Exhibit B of the Hub Services Agreement with Customers, then capacity, withdrawals, and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

8. EXPIRATION OF TERM

At least ten (10) Business Days prior to the end of the term as specified in Exhibit B of Customer's Hub Services Agreement, Liberty shall notify Customer to withdraw all of the IB Gas quantities held in storage by Liberty for the account of Customer; provided, however, any Exhibit B of Customer's Hub Services Agreement that has a term of ten (10) Business Days or less shall not require such foregoing notice but shall be deemed to have been given upon the first Day of the primary term or the renewed term of such Hub Services Agreement. Liberty's notice to Customer may be given orally, but shall be confirmed in writing via e-mail or facsimile to the Customer. Before the end of the term of Exhibit B of Customer's Hub Services Agreement, the Customer must either physically withdraw the Gas or indicate to Liberty in writing that it desires to have Liberty cash out the Gas on mutually agreeable terms. If, by midnight on the last Day of the term of Exhibit B of Customer's Hub Services Agreement, the Customer neither has withdrawn the Gas nor indicated in writing to Liberty that it desires to exercise the cash out option, then Liberty may take, free and clear of any adverse claims, title to such IB balance quantity as Customer was required to withdraw or cash out; provided, however, that if Customer was unable to withdraw its IB balance quantity due to an interruption of Customer's withdrawal service during the last ten Days before termination, Customer shall be allowed to withdraw its Gas within a reasonable period following the end of the contract term.

In the event that Liberty retains and takes title to any of Customer's Gas pursuant to this Section, Liberty shall dispose of such Gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 33 of the General Terms and Conditions of this FERC Gas Tariff.

IB RATE SCHEDULE INTERRUPTIBLE BALANCING SERVICE  
(Continued)

9. GENERAL TERMS AND CONDITIONS

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

SHEET NOS. 47-99 ARE RESERVED FOR FUTURE USE.

GENERAL TERMS AND CONDITIONS

1. INTRODUCTORY STATEMENT

Except where expressly stated otherwise, the General Terms and Conditions of Liberty's currently effective FERC Gas Tariff shall apply to all Gas services rendered by Liberty under any Storage Service Agreement, including, but not limited to, service under the FSS, SFS, IP, IW, IL, IBT and IB Rate Schedules.

2. DEFINITIONS

2.1 "Action Alert" shall have the meaning set forth in Section 5.5(f).

2.2 "Bcf" means one billion (1,000,000,000) cubic feet.

2.3 "Btu" means one British Thermal Unit, and shall be the quantity of heat required to raise the temperature of one (1) pound of water from fifty-eight and five-tenths degrees (58.5 degrees) to fifty-nine and five-tenths degrees (59.5 degrees) Fahrenheit. The reporting basis for Btu is 14.73 dry psia and 60 degrees Fahrenheit (101.325 kPa and 15 degrees C, and dry).

2.4 "Business Day" means Monday through Friday, excluding Federal Banking Holidays for transactions in the United States, and similar holidays for transactions occurring in Canada and Mexico.

2.5 "Contract Year" means the twelve (12) month period beginning on the date storage service under a Storage Service Agreement commences and each subsequent twelve month period thereafter during the term of the Storage Service Agreement.

2.6 "Critical Notices" shall mean information pertaining to Liberty conditions that affect scheduling or adversely affect scheduled Gas flow.

2.7 "A cubic foot of Gas" equals the volume of Gas that occupies one cubic foot at a temperature of 60 degrees Fahrenheit, a pressure of 14.73 psia, and dry. Mcf means one thousand (1,000) cubic feet and MMcf means one million (1,000,000) cubic feet.

2.8 "Customer" means the party that holds all lawful right and/or title to the Gas that is being stored, parked and/or wheeled and who executes a Storage Service Agreement with Liberty.

2.9 "Day" means a period of twenty-four (24) consecutive hours, beginning and ending at 9:00 a.m. (Central Clock Time ("CCT")).

2.10 "Dekatherm" ("Dth") means the quantity of heat energy which is equivalent to 1,000,000 Btu. One "Dekatherm" of Gas means the quantity of Gas which contains one Dekatherm of heat energy

2.11 "Elapsed-prorated-scheduled Quantity" shall mean that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the intraday nomination being confirmed, based upon a cumulative uniform hourly quantity for each nomination period affected.

GENERAL TERMS AND CONDITIONS  
(Continued)

2.12 "FERC" or "Commission" means the Federal Energy Regulatory Commission or any successor

2.13 "Fuel Reimbursement" shall have the meaning set forth in Section 19 of the General Terms and Conditions of this FERC Gas Tariff.

2.14 "Gas" means natural gas in its natural state, produced from wells, including casinghead gas produced with crude oil, natural gas from gas wells and residue gas resulting from processing both casinghead gas, gas well gas and natural gas received from the regasification facilities of a LNG terminal.

2.15 "Higher Priority Service" means any firm or secondary firm service.

2.16 "Internet Web Site" means Liberty's HTML site accessible via the Internet's World Wide Web and located at <http://www.libertygasstorage.com>.

2.17 "Interruptible" means that the parking, wheeling, loaning, imbalance trading, or balancing service is subject to interruption at any time by Liberty. A Customer may be required to withdraw Gas held in storage pursuant to Exhibit B of the Hub Services Agreement, or provide Gas to Liberty, should such capacity or quantities be required by a Higher Priority Service.

2.18 "Intraday nomination" means a nomination submitted after the nomination deadline whose effective time is no earlier than the beginning of the Day and runs through the end of that Day.

2.19 "Loan Balance" means the quantity of Gas, expressed in Dth, that Liberty has loaned to Customer, provided that the Loan Balance shall never exceed Customer's Maximum Loan Quantity specified in Exhibit B of Customer's Hub Services Agreement.

2.20 "Maximum Balance Quantity" means the maximum quantity of Gas, expressed in Dth, that Customer is permitted to have in storage in Liberty's storage facility located in Calcasieu Parish, Louisiana, at any given time as specified in Exhibit B of Customer's Hub Services Agreement.

2.21 "Maximum Daily Delivery Quantity" or "MDDQ" means the maximum quantity of Gas, expressed in Dths, specified in Customer's Storage Service Agreement (Exhibit B of the Hub Services Agreement), that Customer may nominate and that Liberty shall deliver at a Point of Delivery located on its header system at constant hourly rates of flow over the course of such Day (excluding Fuel Reimbursement). As determined by Liberty in its sole and reasonable judgment, the maximum quantity may be delivered at rates of flow which deviate from constant hourly rates over the course of such Day.

2.22 "Maximum Daily Injection Quantity" or "MDIQ" means the maximum quantity of Gas, expressed in Dth, specified in Customer's Storage Service Agreement (Exhibit B of the Hub Services Agreement), that Customer may nominate and that Liberty shall receive at all Point(s) of Receipt located on its header system for injection into storage each Day at constant hourly rates of flow over the course of such Day (excluding Fuel Reimbursement). As determined by Liberty in its sole and reasonable judgment, the maximum quantity may be injected at rates of flow which deviate from constant hourly rates over the course of such Day.

2.23 "Maximum Daily Receipt Quantity" or "MDRQ" means the maximum quantity of Gas, expressed in Dths specified in Customer's Storage Service Agreement (Exhibit B of the Hub Services Agreement), that Customer may nominate and that Liberty shall receive at each Point of Receipt located on its header system at constant hourly rates of flow over the course of such Day (excluding Fuel Reimbursement). As determined by Liberty in its sole and reasonable judgment, the maximum quantity may be received at rates of flow which deviate from constant hourly rates over the course of such Day.

GENERAL TERMS AND CONDITIONS  
(Continued)

2.24 "Maximum Daily Wheeling Quantity" or "MDTQ" means the maximum quantity of Gas, expressed in Dths, specified in Exhibit B of Customer's Hub Services Agreement that Customer may nominate and that Liberty shall transport from a Point of Receipt to a Point of Delivery located on Liberty's system each Day at constant hourly rates of flow over the course of such Day (excluding Fuel Reimbursement). As determined by Liberty in its sole and reasonable judgment, the maximum quantity may be wheeled at rates of flow which deviate from constant hourly rates over the course of such Day.

2.25 "Maximum Daily Withdrawal Quantity" or "MDWQ" means the maximum quantity of Gas, expressed in Dth, specified in Customer's Storage Service Agreement (Exhibit B of the Hub Services Agreement), that Customer may nominate and that Liberty shall withdraw from storage and tender to Customer at all Point(s) of Delivery located on Liberty's system each Day at constant hourly rates of flow over the course of such Day. As determined by Liberty in its sole and reasonable judgment, the maximum quantity may be withdrawn at rates of flow which deviate from constant hourly rates over the course of such Day.

2.26 "Maximum Loan Quantity" means the maximum quantity of Gas, expressed in Dth, that Liberty is obligated to loan to Customer at Liberty's storage facility located in Calcasieu Parish, Louisiana, as specified in Exhibit B of Customer's Hub Services Agreement.

2.27 "Maximum Park Quantity" means the maximum quantity of Gas, expressed in Dth, that Customer is permitted to have in storage in Liberty's storage facility located in Calcasieu Parish, Louisiana, at any given time as specified in Exhibit B of Customer's Hub Services Agreement.

2.28 "Maximum Storage Quantity" means the maximum quantity of Gas, expressed in Dth, that Customer is permitted to have in storage in Liberty's storage facility located in Calcasieu Parish, Louisiana, at any given time as specified in the Storage Service Agreement (Exhibit B of the Hub Services Agreement).

2.29 "Month" means the period beginning at 9:00 a.m. Central Clock Time on the first Day of a calendar month and ending at 9:00 a.m. Central Clock Time on the first Day of the next succeeding month.

2.30 "Operational Flow Order" or "OFO" means an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity of Liberty's system or to maintain operations required to provide efficient and reliable firm service. Whenever Liberty experiences these conditions, any pertinent order will be referred to as an Operational Flow Order.

2.31 "Park Balance" means quantity of Gas, expressed in Dth, that Customer has in Liberty's storage facilities for Customer's account, provided that the Park Balance shall never exceed Customer's Maximum Park Quantity specified in Exhibit B of Customer's Hub Services Agreement.

2.32 "Point(s) of Delivery" means the point or points located on Liberty's system specified in Customer's Storage Service Agreement at which Liberty shall tender Gas to Customer.

2.33 "Point(s) of Receipt" means the point or points located on Liberty's system specified in Customer's Storage Service Agreement at which Liberty shall receive Gas from Customer.

2.34 "Psig" means pounds per square inch gauge.

GENERAL TERMS AND CONDITIONS  
(Continued)

2.35 "Releasing Customer" means a Customer who has agreed to release some or all of its rights under its Firm or Secondary Firm Storage Service Agreement.

2.36 "Replacement Customer" means a Customer who has assumed any released rights to capacity of a Releasing Customer.

2.37 "Storage Inventory" means the quantity of working Gas, expressed in Dths, that a Customer has in place in Liberty's storage facilities for Customer's account, provided that the Storage Inventory shall never exceed Customer's Maximum Storage Quantity.

2.38 "Storage Service Agreement" means a Firm Storage Service Agreement, a Secondary Firm Storage Service Agreement, a Hub Services Agreement or a Capacity Release Umbrella Agreement.

2.39 "Transporter" means the Customer's transporter designated to deliver Gas to the Point(s) of Receipt or Customer's transporter designated to receive Gas from the Point(s) of Delivery.

3. REQUEST FOR SERVICE

3.1 Open Season.

(a) Notice of open season. Prior to the proposed commencement of new services or at the expiration of any long-term (primary term of one (1) year or more) Firm or Secondary Firm Storage Service Agreement with a Customer, Liberty shall post notice of the open season on its Internet Web Site, at least ten (10) days prior to commencement of an open season. Such notice shall specify when the open season begins and ends, where interested parties may submit requests for firm, secondary firm, or Interruptible services, the minimum rates, if any, Liberty will accept for the available capacity, and how interested parties may obtain forms for requesting service and additional details about the open season.

GENERAL TERMS AND CONDITIONS  
(Continued)

(b) Duration. The open season shall commence at the time and day specified and for the term indicated in the notice of open season. During this time Liberty will accept requests for the firm and secondary firm service to be available in its facilities.

(c) During an open season, Liberty will accept requests for firm storage or secondary firm storage service(s) from potential Customers. Capacity will be allocated to those prospective Customers offering to pay the highest market-based rates. More specifically, capacity will be allocated to those prospective Customers offering to pay the highest value to Liberty over the term of each agreement. Liberty reserves the right to give first priority to bids where: (i) the reservation charges meet or exceed a threshold value; (ii) the injection capacity of the bid does not exceed one-half (1/2) of the withdrawal capacity; and (iii) the withdrawal capacity is limited so as not to exceed a rate that would allow the prospective Customer to withdraw its Gas in less than twelve (12) Days. If, upon allocation of capacity to those Customers meeting these criteria, capacity remains, Liberty may, in its sole discretion, allocate capacity to prospective Customers offering bids meeting other criteria. Present value of the reservation charges shall be calculated in accordance with the following formula:

$$PV = \frac{1 - (1 + i)^{-n}}{i} \times (R) \times (V)$$

Where: i = The prime rate as published by the Wall Street Journal on the first day of the open season plus five percent (5%) (or 500 basis points), the sum of which is then divided by twelve (12).

n = The term of the agreement, in Months.

R = the reservation charge(s) bid

V = MSQ (Volume stated in Dth)

For example, a bid of \$0.30/Dth/mo (storage reservation charge) with a MSQ of 100,000 Dth for 5 years (60 Months) and using a 7% prime rate yields a present value of \$1,348,651.15.

(d) During the allocation process conducted as part of an open season, should requests for firm storage or secondary firm storage service exceed available capacity, capacity will first be allocated to the highest present value bids received for firm storage service. When remaining unallocated capacity is not sufficient to meet the next highest present value bidder's capacity requirements for firm storage service, that next highest bidder has the option of declining the remaining capacity.

Liberty will then offer the remaining capacity to the next highest bidder, until all the remaining capacity is allocated.

(e) Should the next highest present value bid in Section 3.1(c) above be submitted by two or more prospective Customers (e.g., tied bids) and there is insufficient remaining capacity available to serve such prospective Customers, then capacity will be allocated to the prospective Customers on a pro rata basis.

GENERAL TERMS AND CONDITIONS  
(Continued)

(f) Execution of Agreements. A prospective Customer allocated service in an open season shall be required to execute one or more Storage Service Agreements for firm and/or secondary firm service no later than 30 consecutive days following the close of the open season or forfeit the service that has been allocated to it.

(g) Liberty will accept requests for firm storage or secondary firm storage service for any capacity remaining available after an open season. The remaining capacity shall be allocated on a first come, first served basis. That is, the first prospective Customer offering to pay a rate for service that Liberty finds acceptable shall be allocated capacity.

3.2 Requests. Any prospective Customer wishing to obtain service from Liberty under Rate Schedules FSS or SFS after an open season shall submit in writing to Liberty a request for service in substantially the same format as that shown in Section 23. Such request may be delivered in person or submitted by United States mail, overnight courier service, or facsimile transmission (fax). Liberty shall evaluate and respond to prospective Customer's request within five (5) Business Days of its receipt. If Liberty and prospective Customer mutually agree to the rates prospective Customer will pay for service, Liberty shall, subject to execution of a Storage Service Agreement, endeavor to provide service within the time specified in the written request. Prospective Customer's request for service shall be considered complete only if the information specified in Sections 3.4 and 3.5 of these General Terms and Conditions is provided in writing.

Requests for service may be sent to:

LIBERTY GAS STORAGE LLC  
Contract Administrator  
101 Ash Street  
San Diego, California 92101  
Telephone: (619) 696-2266  
Facsimile: (619) 699-1816  
e-mail: \_\_\_\_\_@SempraPipelines.com

3.3 Request Fee. All requests for firm or secondary firm service shall be accompanied by the total reservation charge(s) as stated in the request for service for a one (1) Month period as earnest money for the requested service. This amount shall be applied toward the charges first due from Customer. If a firm service request is not granted by Liberty, the fee submitted with the request for service will be refunded to prospective Customer.

3.4 Information Requirements. Each request for service shall include the following information:

- (a) Prospective Customer's name, address, representative and telephone number.
- (b) A statement as to whether the prospective Customer is a local distribution company ("LDC"), an intrastate pipeline company, an interstate pipeline company, a marketer/broker, a producer, an end user or another type of entity (which other entity must be described).
- (c) Type of service requested, whether FSS or SFS.

GENERAL TERMS AND CONDITIONS  
(Continued)

- (d) Quantity requested:
  - (1) MDIQ, MDWQ and MSQ Requested (stated in Dth).
  - (2) MDRQ (stated in Dth/Day) for each Transporter.
  - (3) MDDQ (stated in Dth/Day) for each Transporter.
- (e) Price offered by the prospective Customer for each service requested.
- (f) Term of service, including the date service is requested to commence and the date service is requested to terminate.
- (g) Evidence of creditworthiness. Acceptance of a service request and/or continuation of service is contingent upon Liberty's completion of a credit appraisal it deems satisfactory in accordance with the criteria set forth in this Section. To enable Liberty to conduct such credit appraisal, a prospective Customer shall submit the following information, to the extent such information is applicable to such prospective Customer; provided, however, that Liberty's receipt of such material shall not be deemed acceptance of a request for service, which acceptance shall be made only after Liberty's receipt of the material and information set forth below and a determination by Liberty that the prospective Customer is sufficiently creditworthy. Liberty shall maintain the confidentiality of any non-public information received from a prospective Customer pursuant to this Section. A prospective Customer shall be deemed creditworthy if the prospective Customer has an Acceptable Credit Rating, as defined in Section 32 of these General Terms and Conditions, or if the prospective Customer satisfies Liberty's credit appraisal criteria based on an evaluation of the material provided by prospective Customer pursuant to this Section. Upon a determination by Liberty that a prospective Customer is not creditworthy, if requested by the prospective Customer, Liberty will provide a written explanation of the basis for its determination within five (5) days of such request.
  - (1) Prospective Customer shall provide current audited financial statements, annual reports, 10-K reports, interim financial statements with attestation by the Chief Financial Officer (or equivalent) that such statements are a true, correct and fair representation of financial condition prepared in accordance with Generally Accepted Accounting Principles and other filings with regulatory agencies which discuss the prospective Customer's financial status, a list of all corporate affiliates, parent companies and subsidiaries, and any reports from credit reporting and bond rating agencies which are available;
  - (2) Prospective Customer shall provide a bank reference and at least two trade references. The results of reference checks and any credit reports must show that the prospective Customer's obligations are being paid on a reasonably prompt basis;
  - (3) Prospective Customer shall confirm in writing that it is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a prospective Customer that is a debtor in possession operating under Chapter XI of the U.S. Bankruptcy Code but only with adequate assurance that the service billing will be paid promptly as a cost of administration under the bankruptcy court's jurisdiction;

GENERAL TERMS AND CONDITIONS  
(Continued)

- (4) Prospective Customer shall confirm in writing that it is not aware of any change in business conditions which would cause a substantial deterioration in its financial condition, a condition of insolvency or the inability to exist as an ongoing business entity;
  - (5) If Prospective Customer has an on-going business relationship with Liberty, no delinquent balances shall be outstanding for services Liberty shall have previously performed and Customer shall have paid its account in the past according to the established terms and not made deductions or withheld payment for claims not authorized by contract;
  - (6) Prospective Customer shall confirm in writing that no significant collection lawsuits or judgments are outstanding which would seriously reflect upon the business entity's ability to remain solvent;
  - (7) For prospective Customers that are state-regulated local distribution companies, documentation provided by each state regulatory commission (or equivalent authority) having jurisdiction over the local distribution company's rates establishing the existence and effectiveness of an authorized gas cost recovery mechanism which (x) provides for full recovery of both gas commodity and transportation capacity costs and (y) is afforded regulatory asset accounting treatment in accordance with Generally Accepted Accounting Principles;
  - (8) A Statement of prospective Customer's legal composition and a statement of the length of time Customer's business has been in operation; and
  - (9) Such other information as may be mutually agreed to by Liberty and prospective Customer.
- (h) In the event prospective Customer cannot provide the information specified in Section 3.4(g) above, it shall, if applicable, provide that information for its parent company.
- (i) Liberty shall not be required to perform or to continue service under any Rate Schedule on behalf of any Customer or prospective Customer which is or has become insolvent or which, at Liberty's request, fails within a reasonable period to demonstrate creditworthiness in accordance with Section 3.4(g); provided, however, that such Customer or prospective Customer may receive service under any Rate Schedule if it provides Financial Assurances pursuant to Section 32. For purposes of this Section 3.4(i), the insolvency of a Customer or prospective Customer shall be conclusively demonstrated by the filing by Customer, or any parent entity thereof or guarantor of Customer, 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 or guarantor of Customer, 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 or guarantor of Customer, under the U.S. Bankruptcy Code or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Customer, or any parent entity thereof or guarantor of Customer, or of any substantial part of their property, or the ordering of the winding-up or liquidation of their affairs, with said order or decree continuing unstayed and in effect for a period of sixty (60) consecutive days.

GENERAL TERMS AND CONDITIONS  
(Continued)

3.5 Additional Information.

(a) Customer or prospective Customer shall also promptly provide such additional Customer credit information as may be reasonably required by Liberty, at any time during the term of service under a Storage Service Agreement, to enable Liberty to determine Customer's or prospective Customer's creditworthiness.

(b) After receipt of a request for service, Liberty may require that prospective Customer furnish additional information as a prerequisite to Liberty offering to execute a Storage Service Agreement with such prospective Customer. Such information may include proof of prospective Customer's lawful right and/or title to cause the Gas to be delivered to Liberty for service under this FERC Gas Tariff and of prospective Customer's contractual or physical ability to cause such Gas to be delivered to and received from such prospective Customer's designated Point(s) of Delivery and/or Receipt.

(c) Should a Customer or a prospective Customer desire Liberty to provide service pursuant to Section 311 of the Natural Gas Policy Act, it shall provide to Liberty a statement warranting that it complies with all requirements for receiving service pursuant to Section 311 and the FERC's regulations thereunder, including, but not limited to, compliance with the "on-behalf-of" requirement then in effect.

3.6 Request Validity. If Liberty has tendered a Storage Service Agreement for execution to a prospective Customer and such prospective Customer fails to execute the agreement as tendered within 30 consecutive days from the date it receives the agreement, Liberty may consider prospective Customer's service request void. For service under Rate Schedule FSS or SFS, Liberty will not be required to tender a Storage Service Agreement to a prospective Customer for execution that relates to requests for service for which Liberty does not have sufficient available firm or secondary firm capacity.

3.7 Customer's Performance. Customer is required to provide to Liberty information identifying (1) the State of the source of Gas that is to be stored and/or transported and (2) such other information if required in order for Liberty to comply with any FERC reporting or other requirements.

3.8 Complaints. In the event that a Customer or prospective Customer has a complaint relative to service under this FERC Gas Tariff, the Customer or prospective Customer shall provide a description of the complaint, including the identification of the service request (if applicable), and communicate it to:

LIBERTY GAS STORAGE LLC  
Contract Administrator  
101 Ash Street  
San Diego, California 92101  
Telephone: (619) 696-2266  
Facsimile: (619) 699-1816  
e-mail: LibertyContractAdmin@SempraPipelines.com

Liberty will respond initially within forty-eight (48) hours and in writing within 30 days of receipt of the complaint advising Customer or a prospective Customer of the disposition of the complaint. In the event the required date of Liberty's response falls on a Saturday, Sunday or a holiday that affects Liberty, Liberty shall respond by the next Business Day.

GENERAL TERMS AND CONDITIONS  
(Continued)

3.9 Information.

(a) Any person may request information on pricing, terms of storage, parking or wheeling service or capacity availability by contacting Liberty at the following:

LIBERTY GAS STORAGE LLC  
Contract Administrator  
101 Ash Street  
San Diego, California 92101  
Telephone: (619) 696-2266  
Facsimile: (619) 699-1816  
e-mail: LibertyContractAdmin@SempraPipelines.com

(b) Each Customer will be provided with a list of phone numbers for Liberty's Gas dispatch and control personnel, who are on-call 24-hours a day.

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

4. CAPACITY RELEASE

Any Customer under Rate Schedules FSS or SFS may seek to release for assignment to others any or all of its firm or secondary firm service entitlements on a full Day or an intraday basis, on a permanent or a temporary basis, and on a firm or recallable basis, subject to the following terms and conditions:

4.1 Notice of Offer. A Customer offering to release firm or secondary firm service entitlements shall notify Liberty via the Internet Web Site of the terms of its offer by the posting deadline as determined pursuant to Section 4.3 herein. Liberty will post this information on the Internet Web Site. The Customer may propose a pre-arranged designated Replacement Customer to which the capacity would be released. Offers shall be binding unless written or electronic notice of withdrawal is received by Liberty prior to the close of the applicable bid period; provided, however, such withdrawal shall only be valid if such Customer has an unanticipated requirement for such capacity and no minimum bid has been made. The notice must contain the reason for withdrawal which Liberty shall post on the Internet Web Site. The offer shall contain the following minimum information:

(a) Customer's legal name and the name/title of individual who has authorized the offer to release;

(b) Liberty's Storage Service Agreement number;

(c) A description of the capacity to be released, including the Maximum Storage Quantity, the Maximum Daily Receipt Quantity, the Maximum Daily Delivery Quantity, the Maximum Daily Injection Quantity, and the Maximum Daily Withdrawal Quantity and the associated Point(s) of Receipt and Point(s) of Delivery (Replacement Customer may request changes to such Receipt and Delivery Point(s) subject to the proposed release and subject to the daily quantity limitations described in Section 4.2 below);

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- (d) The proposed effective date and term of the release;
- (e) The identity of any pre-arranged designated Replacement Customer and the full terms of such pre-arranged release;
- (f) The method to be applied in evaluating bids, allocating capacity and breaking ties, as described below;
- (g) Whether, to what extent, and the conditions pursuant to which capacity will be subject to recall for a full Day or a partial Day; if recallable, (1) whether the Releasing Customer's recall notification must be provided exclusively on a Business Day, and (2) any reput methods and rights associated with returning the previously released capacity to the Replacement Customer;
- (h) Whether bids on a volumetric rate basis may be submitted, and, if so, the method for evaluating any such bids, including how to rank bids if bids are also to be accepted on a demand charge basis, and any other special conditions;
- (i) Whether contingent bids that extend beyond the bid period may be submitted, how to evaluate and prioritize such bids against non-contingent bids, and the terms and conditions under which, and/or for what time period, the next highest bidder will be obligated to acquire the capacity should the winning contingent bidder withdraw its bid;
- (j) Any extensions of the minimum posting/bid periods;
- (k) Whether Releasing Customer desires to utilize the first-come, first-served option for short-term releases described in Section 4.6 below and any minimum terms applicable thereto;
- (l) Other special terms and conditions Releasing Customer imposes on the release of its capacity, including, but not limited to, minimum rates, term and quantity;
- (m) Whether to specify dollars and cents or percents of rates in the denomination of bids;
- (n) For purposes of bidding and awarding, any minimum rates specified by the Releasing Customer shall include the tariff reservation rate and all demand surcharges, as a total number or as stated separately;
- (o) Whether the release is on a permanent or a temporary basis;
- (p) An e-mail address for the Releasing Customer contact person. It is Customer's responsibility to update e-mail address information provided to Liberty, as necessary; and
- (q) The recall notification period(s), as identified in Section 4.13(e) below, that will be available for use by the parties

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4.2 Intraday Release Quantity. The daily contractual entitlement that can be released by a Releasing Customer for an intraday release is limited to the lesser of:

- (a) the quantity contained in the offer submitted by the Releasing Customer; or
- (b) a quantity equal to 1/24th of the Releasing Customer's MDIQ and MDWQ for the contract to be released multiplied by the number of hours between the effective time of the release and the end of the Day.

This allocated daily contractual entitlement shall be used for purposes of nominations, billing, and if applicable, for overrun calculations.

The MSQ that can be released by a Releasing Customer for an intraday release is limited to a quantity not in excess of the Releasing Customer's MSQ less the Releasing Customer's Storage Inventory.

4.3 Posting and Bidding Timeline. For the Capacity Release business process timing model, only the following methodologies shall be supported by Liberty and provided to Releasing Customers as choices from which they may select and, once chosen, shall be used in determining the awards from the bid(s) submitted. They are: 1) highest rate, 2) net revenue and 3) present value. Other choices of bid evaluation methodology (including other Releasing Customer defined evaluation methodologies) can be accorded similar timeline evaluation treatment at Liberty's discretion; however, Liberty is not required to offer other choices or similar timeline treatment for other choices. Further, Liberty shall not be held to the timeline specified in Sections 4.3(a) and 4.3(b) below should the Releasing Customer elect another method of evaluation. Should the Releasing Customer elect another method of evaluation, the timeline specified in Section 4.3(c) below shall apply. The proposed duration of Customer's release determines the minimum bid period for the Customer's offer pursuant to this Section 4. The Capacity Release timeline is applicable to all parties involved in the Capacity Release process; however, it is only applicable if (i) all information provided by the parties to the transaction is valid and the Replacement Customer has been determined to be creditworthy before the capacity release bid is tendered and (ii) there are no special terms or conditions of the release.

The Capacity Release timeline is as follows:

- (a) For standard releases of less than one (1) year:
  - Offers shall be tendered by 12:00 p.m. CCT on a Business Day;
  - The bid period shall end at 1:00 p.m. CCT on the same Business Day or at 1:00 p.m. CCT on any subsequent Business Day as specified in Releasing Customer's offer, whichever is elected by Releasing Customer;
  - Evaluation period begins at 1:00 p.m. CCT on the Day the bid period ends, during which contingency is eliminated, determination of best bid is made, and ties are broken;
  - Evaluation period ends and award is posted if no match is required at 2:00 p.m. CCT the same Day;
  - If the Prearranged Customer's bid is not the "best bid", Liberty shall allow such Prearranged Customer a Matching Period of thirty (30) minutes from 2:00 p.m. until 2:30 p.m. CCT on the Day the Bid Period ends, or such later time as specified in the Releasing Customer's offer, to determine whether to match the "best bid" and to notify Liberty of its decision.
  - If a match is required, the award will be posted by 3:00 p.m. CCT.

Liberty will issue a contract within one hour of the award posting (with a new contract number, when applicable). Nominations for Gas flow are possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Section 8 of the General Terms and Conditions; however, in no circumstance will Gas flow prior to the effective date of the release as specified in Releasing Customer's offer.

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(b) For standard releases of one year or longer:

- Offers shall be tendered by 12:00 p.m. CCT four Business Days before the award;
- The bid period shall end at 1:00 p.m. CCT on the Day before timely nominations are due (open season is three Business Days) or at 1:00 p.m. CCT on any subsequent Business Day as specified in Releasing Customer's offer, whichever is elected by Releasing Customer;
- Evaluation period begins at 1:00 p.m. CCT on the Day the bid period ends, during which contingency is eliminated, determination of best bid is made, and ties are broken;
- Evaluation period ends and award is posted if no match is required at 2:00 p.m. CCT the same Day;
- If the Prearranged Customer's bid is not the "best bid," Liberty shall allow such Prearranged Customer a Matching Period of thirty (30) minutes from 2:00 p.m. CCT until 2:30 p.m. CCT on the Day the Bid Period ends, or such later time as specified in the Releasing Customer's offer, to determine whether to match the "best bid" and to notify Liberty of its decision.
- If a match is required, the award will be posted by 3:00 p.m. CCT.

Liberty will issue a contract within one hour of the award posting (with a new contract number, when applicable). Nominations for Gas flow are possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Section 8 of the General Terms and Conditions; however, in no circumstance will Gas flow prior to the effective date of the release as specified in Releasing Customer's offer.

(c) Timeline for Non-standard Releases. If Customer specifies a bid evaluation methodology other than those stated in Section 4.7 or any special terms or conditions, the above timelines shall apply; provided, however, one additional Business Day will be added to the evaluation period. Subsequent deadlines will be delayed by such additional Business Day, causing Gas flow to occur at least one Day later than under the standard timelines set forth in Sections 4.3(a) and 4.3(b).

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(d) Releases Not Subject to Bidding. For proposed capacity releases of a duration of thirty-one (31) Days or less for which Customer has obtained a Prearranged Customer and Customer elects not to post such proposed capacity releases for bidding pursuant to Section 4.3 and all other terms and conditions of the release are met, Customer shall notify Liberty by providing the information pursuant to Section 4.1, which information will be posted on the Internet Web Site as required by Section 4.5 in accordance with the following timelines:

Timely Cycle:

Posting of prearranged deals not subject to bid are due by 10:30 a.m. CCT.

Evening Cycle:

Posting of prearranged deals not subject to bid are due by 5:00 p.m. CCT.

Intraday 1 Cycle:

Posting of prearranged deals not subject to bid are due by 9:00 a.m. CCT.

Intraday 2 Cycle:

Posting of prearranged deals not subject to bid are due by 4:00 p.m. CCT.

Prior to the nomination deadline for the chosen cycle for the begin date specified in the Customer notice, the Prearranged Customer must initiate confirmation of prearranged deals electronically. Liberty will issue a contract within one hour of notification of the release (with a new contract number, when applicable). Nominations for Gas flow are possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Section 8 of the General Terms and Conditions; however, in no circumstance will Gas flow prior to the effective date of the release as specified in Releasing Customer's offer. A Prearranged Customer may not consummate a release with any Customer that utilizes the same capacity or overlaps such capacity without such release being subject to the bidding requirement if such Customer has, within the prior twenty-eight (28) consecutive Days, released capacity to such Prearranged Customer, which prior release was not subject to the bidding requirements.

Liberty shall post offers and bids, including pre-arranged deals, upon receipt, unless Releasing Customer requests otherwise. If Releasing Customer requests a posting time, Liberty shall support such request insofar as it comports with the standard timeline. A Releasing Customer cannot specify an extension of the original bid period or the pre-arranged deal match period, without posting a new release.

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4.4 Pre-arranged Releases. Customer may designate an entity (a pre-arranged designated Replacement Customer) to which it has agreed to release the capacity upon specified terms and conditions. Customer's offer to release under such a pre-arranged transaction shall be subject to the prior posting and bidding procedures described in Sections 4.5 and 4.6, herein, with the pre-arranged designated Replacement Customer being given a right to match the best bid submitted during the bid period; provided, however, if a pre-arranged transaction with a designated Replacement Customer is for a period of thirty-one (31) Days or less, the Releasing Customer shall provide notice to Liberty in accordance with this Section and may implement the release without complying with such prior posting and bidding procedures. Notice of such exempted releases shall be posted on the Internet Web Site in accordance with Section 4.3 herein.

4.5 Posting. Following receipt of a notice of offer to release capacity which satisfies the requirements set forth in this Section, Liberty will post such information on its Internet Web Site in accordance with the timeline set forth in Section 4.3 herein. Liberty shall also post offers to purchase capacity from those who desire current Customers to release capacity upon receipt of the applicable information as set forth in this Section.

4.6 Bidding and Selection of Replacement Customer. All bids must contain the applicable information required in this Section. If Releasing Customer desires to solicit bids for releases of thirty-one (31) Days or less, it may direct Liberty to post notice of the availability of such capacity and, in lieu of permitting bids during the otherwise applicable posting period, award the capacity to the bidder which submits first in time a valid bid meeting any minimum terms specified by the Releasing Customer. Any bid submitted by a Replacement Customer shall include an e-mail address for at least one contact person, and it is the Customer's responsibility to update e-mail address information provided to Liberty, as necessary. A bidder may not have more than one eligible bid for the same release offer at any time. Bids shall be binding until written or electronic notice of withdrawal is received by Liberty before the end of the bid period. Bids cannot be withdrawn after the bid period ends. Once a bid is withdrawn, that bidder may only submit a new bid pursuant to that release offer if it is at a higher rate than the withdrawn bid. Liberty shall evaluate the bids in accordance with the provisions of this Section and determine the best bid in accordance with the timelines set forth in Section 4.3 herein. Liberty shall notify Releasing Customer, the best bidder, and any pre-arranged designated Replacement Customer of such determination in accordance with the timelines set forth in Section 4.3 herein. If there is a pre-arranged designated Replacement Customer, it may exercise its right to match such best bid by providing written notice of such exercise to Liberty and Releasing Customer in accordance with the timelines set forth in Section 4.3 herein. After the Replacement Customer is selected, Liberty will finalize an appropriate Addendum to the Capacity Release Umbrella Agreement in the form contained in this FERC Gas Tariff. Liberty will provide a copy of this Addendum to the Replacement Customer via facsimile, at which time the Replacement Customer will have the same rights and obligations as any other existing Customer on Liberty's system. Following implementation of the release, Liberty shall post notice of the winning bidder on the Internet Web Site.

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4.7 Best Bid. When Liberty makes awards of capacity for which there have been multiple bids meeting minimum conditions, Liberty shall award the bids, best bid first, until all offered capacity is awarded. The capacity being awarded represents the Maximum Daily Injection Quantity, Maximum Daily Withdrawal Quantity, or Maximum Storage Quantity. These quantities are separate parts of the capacity and are awarded until one of the quantities is fully awarded, at which point all capacity is deemed to be fully awarded. Liberty shall evaluate and determine the best bid among those otherwise consistent with any terms and conditions specified by the Releasing Customer as follows:

(a) Liberty shall apply the standard or criteria for such determination specified by the Releasing Customer, including the standard to be used for breaking ties. Any standard or criteria so specified must be objective, economic, not unduly discriminatory, not contrary to applicable provisions of this FERC Gas Tariff, applicable to all potential Replacement Customers and require Liberty in applying such standard to exercise no more than a ministerial function. The Releasing Customer shall indemnify and hold Liberty harmless from and against all demands, losses, claims, expenses, causes of action and/or damages suffered or incurred by Liberty arising out of or related to any determination of a "best bid" pursuant to a standard specified, supplied, approved or provided by Releasing Customer.

(b) In default of Releasing Customer specifying a bid evaluation standard, Liberty shall determine the bid or bids generating the highest net present value, using a 10% discount factor, based on the rate bid (reservation or demand component), the applicable quantity(ies) and term or period bid upon. In default of Releasing Customer specifying a method to break ties priority will be given first to the bid with the shortest term, and next to the bid submitted first in time.

4.8 Qualification of Prospective Replacement Customer. A prospective Replacement Customer must be on Liberty's approved bidders list before bids may be posted on the Internet Web Site, must satisfy all requirements of the applicable Rate Schedule and the General Terms and Conditions of this FERC Gas Tariff and must have executed a Capacity Release Umbrella Agreement. To be on the approved bidders list, the prospective Replacement Customer must satisfy Liberty's credit requirements as outlined in Section 3 of the General Terms and Conditions, and provide the information required by Section 3 of the General Terms and Conditions. Such credit appraisal shall be reevaluated and updated every three (3) months. The prospective Replacement Customer shall remain on the approved bidders list until such prospective Replacement Customer (i) notifies Liberty to the contrary, (ii) no longer meets the credit qualifications established in Section 3 of the General Terms and Conditions, or (iii) is suspended from the approved bidders list in the event, and for such time as, such Replacement or Prearranged Customer fails to pay part or all of the amount of any bill for service in accordance with Section 14 of the General Terms and Conditions. Liberty will apply its creditworthiness criteria to assess the submission. Liberty will waive the creditworthiness requirement on a non-discriminatory basis for Replacement Customers and permit them to submit bids, if the Releasing Customer provides Liberty with a guarantee or other form of credit assurance in form and substance satisfactory to Liberty of all financial obligations of the Replacement Customer with respect to the capacity being released by Releasing Customer prior to the commencement of service to the Replacement Customer.

4.9 Nominations. Following its selection, and prior to the flow of Gas, the Replacement Customer shall be permitted to submit nominations pursuant to the terms and conditions of the applicable Rate Schedule and the General Terms and Conditions of this FERC Gas Tariff.

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4.10 Billing. The Replacement Customer shall be billed and make payments to Liberty in accordance with the applicable Rate Schedule, other provisions of this FERC Gas Tariff and of its Storage Service Agreement incorporating its bid terms. In accordance with the terms of the release, the Replacement Customer shall pay or be liable for the usage charges (plus all applicable surcharges, Fuel Reimbursement, taxes, penalties, etc.) applicable under the relevant Rate Schedule attributable to its usage of the released capacity. Liberty shall continue to bill the Releasing Customer all applicable charges under its existing Storage Service Agreement, excluding usage charges (plus all applicable surcharges, Fuel Reimbursement, taxes, penalties, etc.) billed to the Replacement Customer and attributable to its usage of the released capacity. Invoices sent to the Releasing Customer shall reflect a credit equal to any reservation charges (plus all surcharges applicable thereto) being billed to the Replacement Customer for the released capacity rights, or as otherwise agreed. If the Replacement Customer fails to pay when due all or part of the amounts credited to the Releasing Customer, Liberty shall pursue payment from the Replacement Customer by notifying such Customer by registered letter, return receipt requested, that it has five (5) days from receipt of such letter to pay the amount due including any applicable interest. If the Replacement Customer fails to pay such amount by the end of the fifth day, Liberty shall reverse the credit and bill the Releasing Customer for such past due amounts, plus applicable interest.

4.11 Rights and Obligations of the Parties.

(a) The Storage Service Agreement between the Releasing Customer and Liberty shall remain in full force and effect with the Releasing Customer to receive a credit to its invoice as described in Section 4.10 above. If the Replacement Customer fails to pay all or part of the amounts credited to the Releasing Customer after the five Day notification period specified in Section 4.9, Liberty shall reverse the credit and bill the Releasing Customer for such past due amounts, plus applicable interest. The Storage Service Agreement executed by the Replacement Customer shall be fully effective and enforceable by and against the Replacement Customer. The Replacement Customer may also release capacity pursuant to this Section, and in such event and for such purposes, shall be considered the Releasing Customer.

(b) Liberty shall accept nominations, schedule service, afford priority of service and interrupt service based on instructions and communications from the Releasing Customer and the Replacement Customer which are consistent with one another and with the terms and conditions of Liberty's FERC Gas Tariff and their respective Storage Service Agreements. In the event that instructions or nominations from the Releasing Customer and Replacement Customer are, in Liberty's opinion, inconsistent or conflicting, Liberty shall comply with the instructions of the Releasing Customer; provided, however, that such instructions must not be inconsistent with Liberty's FERC Gas Tariff or the terms of either the Releasing Customer's or Replacement Customer's Storage Service Agreement, in Liberty's opinion. The Releasing Customer will indemnify Liberty against any claim or suit by the Replacement Customer, its successors or assigns, arising from any action taken by Liberty in reliance upon the Releasing Customer's nominations and instructions and will hold Liberty harmless for any action taken by Liberty in reliance upon the nominations and scheduling instructions of the Replacement Customer; provided, however, that the Releasing Customer shall not be liable for the Replacement Customer's failure to pay the usage charges (plus all applicable surcharges, Fuel Reimbursement, taxes, penalties, etc.) billed to the Replacement Customer and attributable to its usage of the released capacity. The Replacement Customer will indemnify Liberty against any claim or suit by the Releasing Customer, its successors or assigns, arising from any action taken by Liberty in reliance upon the nominations and scheduling instructions of the Replacement Customer and will hold Liberty harmless for any actions taken by Liberty in reliance upon the instructions of the Releasing Customer.

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4.12 Marketing Fee. If Liberty and the Releasing Customer so agree, Liberty may receive a negotiated fee for its marketing efforts.

4.13 Limitations.

(a) Releases and assignments hereunder shall be for period(s) of one or more Day(s) and the maximum term shall not extend beyond the expiration of this FERC Gas Tariff provision or beyond the expiration of the Releasing Customer's Storage Service Agreement.

(b) Liberty may invalidate any offer to release or any bid subsequent to its posting on the Internet Web Site which does not conform to the requirements of this Section and the other provisions of this FERC Gas Tariff and such invalidated offer or bid shall be deemed null and void.

(c) Any terms and conditions imposed on the offer to release by the Releasing Customer as provided for in this Section must be objectively stated, reasonable, capable of administration or implementation by Liberty without any material increase in burden or expense, applicable to all potential bidders, not unduly discriminatory, and consistent with the terms and conditions of this FERC Gas Tariff and Releasing Customer's Storage Service Agreement.

(d) A Releasing Customer may re-release to the same Replacement Customer, where such first release was not subject to posting and bidding pursuant to Section 4.4, for a term of 31 Days or less, only if: 1) a period of 28 Days has elapsed after the first release for 31 Days or less has expired or 2) the Point(s) of Receipt and/or Point(s) of Delivery for the re-release is different from the Point(s) of Receipt and/or Point(s) of Delivery of the first release or 3) the Releasing Customer causes the posting of an offer to release capacity or of a pre-arranged transaction to be made, and capacity is allocated on the basis of bids submitted.

(e) Recall Provisions. If the Releasing Customer retains recall rights, Releasing Customer's offer to release capacity shall clearly specify the conditions precedent to such recall and whether the recall right retained by Releasing Customer is on a full Day or partial Day basis. The Releasing Customer shall provide capacity recall notification to Liberty via the Internet Web Site. The recall notification shall specify the recall notification period for the specified effective Day, as well as any other information needed to uniquely identify the capacity being recalled.

Liberty shall support the following recall notification periods for all released capacity subject to recall rights:

(1) Timely Recall Notification:

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

(B) Liberty shall provide notification of such recall to all affected Replacement Customers no later than 9:00 A.M. CCT on the Day that Timely Nominations are due;

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(2) Early Evening Recall Notification:

- (A) A Releasing Customer recalling capacity should provide notice of such recall to Liberty and the first Replacement Customer no later than 3:00 P.M. CCT on the Day that Evening Nominations are due;
- (B) Liberty shall provide notification of such recall to all affected Replacement Customers no later than 4:00 P.M. CCT on the Day that Evening Nominations are due;

(3) Evening Recall Notification:

- (A) A Releasing Customer recalling capacity should provide notice of such recall to Liberty and the first Replacement Customer no later than 5:00 P.M. CCT on the Day that Evening Nominations are due;
- (B) Liberty shall provide notification of such recall to all affected Replacement Customers no later than 6:00 P.M. CCT on the Day that Evening Nominations are due;

(4) Intraday 1 Recall Notification:

- (A) A Releasing Customer recalling capacity should provide notice of such recall to Liberty and the first Replacement Customer no later than 7:00 A.M. CCT on the Day that Intraday 1 Nominations are due;
- (B) Liberty shall provide notification of such recall to all affected Replacement Customers no later than 8:00 A.M. CCT on the Day that Intraday 1 Nominations are due; and

(5) Intraday 2 Recall Notification:

- (A) A Releasing Customer recalling capacity should provide notice of such recall to Liberty and the first Replacement Customer no later than 2:30 P.M. CCT on the Day that Intraday 2 Nominations are due;
- (B) Liberty shall provide notification of such recall to all affected Replacement Customers no later than 3:30 P.M. CCT on the Day that Intraday 2 Nominations are due.

For recall notification provided to Liberty prior to the recall notification deadline specified above and received between 7:00 A.M. CCT and 5:00 P.M. CCT, Liberty shall provide notification to all affected Replacement Customers no later than one hour after receipt of such recall notification. For recall notification provided to Liberty after 5:00 P.M. CCT and prior to 7:00 A.M. CCT, Liberty shall provide notification to all affected Replacement Customers no later than 8:00 A.M. CCT after receipt of such recall notification.

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Liberty notices of recalled capacity to all affected Replacement Customers shall be provided via the Internet Web Site, along with written notice via e-mail communication to those Replacement Customer contact person(s) identified in the Replacement Customer's bid submitted pursuant to Section 4.6 of these General Terms and Conditions. Such notices shall contain the information required to uniquely identify the capacity being recalled, and shall indicate whether penalties will apply for the Day for which quantities are reduced due to a capacity recall. Upon receipt of notification of the recall from Liberty, each affected Replacement Customer shall revise its nominations within the applicable nomination cycle in order to implement the recall. Each affected Replacement Customer will be solely responsible for adjusting its supply and transportation arrangements, which may be necessary as a result of such recall. Replacement Customers involved in re-release transactions may receive notice slightly after the first Replacement Customer receives notice. The recalling Releasing Customer may nominate the recalled capacity consistent with the applicable nomination cycle, as defined in Section 8.2(f) of these General Terms and Conditions.

(f) Partial Day Recall Quantity. The daily contractual entitlement that can be recalled by a Releasing Customer for a partial Day recall is a quantity equal to the lesser of:

- (1) The quantity specified in the Releasing Customer's notice to recall capacity; or
- (2) The difference between the quantity released by the Releasing Customer and the Elapsed-prorated-scheduled Quantity.

In the recall notification provided to Liberty by the Releasing Customer, the quantity to be recalled shall be expressed in terms of the adjusted total released capacity entitlements based upon the Elapsed-prorated-scheduled Quantity. In the event of an intraday capacity recall, Liberty shall determine the allocation of capacity between the Releasing Customer and the Replacement Customer(s) based upon the Elapsed-prorated-scheduled Quantity.

The amount of capacity allocated to the Replacement Customer(s) shall equal the original released quantity less the recalled capacity. This allocated daily contractual quantity shall be used for purposes of nominations, billing, and, if applicable, for overrun calculations. As a result of the allocation of capacity described in this Section, Liberty shall not be obligated to deliver a combined quantity to the Releasing Customer and the Replacement Customer(s) that is in excess of the total daily contract quantity of the release.

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(g) Reput Provisions. Liberty shall support the function of reputing by the Releasing Customer. The Releasing Customer may reput previously recalled capacity to the Replacement Customer pursuant to the reput rights and methods identified in the Releasing Customer's Notice to release capacity, as required by Section 4.1(g). When capacity is recalled, such capacity may not be reput for the same Day. The deadline for the Releasing Customer to notify Liberty of a reput of capacity is 8:00 A.M. CCT to allow the Replacement Customer to submit timely nominations for gas to flow on the next Day.

(h) Following the awarding of capacity to a Replacement Customer in accordance with the procedures provided in this Section, the Releasing Customer's rights and Liberty's obligations under the Releasing Customer's Storage Service Agreement shall be modified and subject to the capacity rights released and assigned to the Replacement Customer for the term of such release. Effecting a release pursuant to the provisions of this Section shall constitute Releasing Customer's consent and agreement to such amendment or modification of its existing Storage Service Agreement.

(i) The offer to release by a Customer under Rate Schedules FSS or SFS must specify the quantities of MDDQ, MDRQ, MSQ, MDIQ, MDWQ or rights offered, and actually available on the effective date of the assignment, and the exercise of which rights, in conjunction with Releasing Customer's exercise of its retained rights, will not violate any maximum or minimum quantity requirements or limitations applicable under the Rate Schedule or the respective Storage Service Agreements. Releasing Customer shall be responsible for ensuring, if applicable, whether by the withdrawal or transfer-in-place of a portion of its Storage Inventory or otherwise as required, that such storage capacity, and the corresponding ability to inject/withdraw Gas up to the Maximum Storage Quantity released, in accordance with the terms and conditions of the Rate Schedule and within the time remaining in the injection and/or withdrawal period, as applicable, shall be available upon the commencement of the release. A Replacement Customer under Rate Schedules FSS or SFS shall be responsible for arranging transportation to and from the Point(s) of Receipt and Point(s) of Delivery consistent with its rights and obligations under its Storage Service Agreement and Rate Schedules FSS or SFS. The Replacement Customer under Rate Schedule FSS must comply with all obligations imposed under such Rate Schedule and its rights to store, withdraw and/or inject Gas will be subject to the provisions thereof. If the Releasing Customer proposes to, or requires a transfer-in-place of the portion of its Storage Inventory in conjunction with its release and assignment of storage capacity rights, it shall so specify in its offer to release and such transfer shall be implemented contemporaneously with the release and assignment subject to compliance with the provisions of Section 20 of these General Terms and Conditions. The Replacement Customer must withdraw the portion of its Maximum Storage Quantity by the end of the term of the release. In lieu of withdrawing the portion of its Storage Inventory, the Replacement Customer can also attempt to effect a transfer of the portion of its Storage Inventory to another storage service Customer as provided in Section 20 of these General Terms and Conditions. If the Replacement Customer fails to withdraw or transfer the portion of its Storage Inventory by the end of the term of its release, title to the portion of Customer's remaining Storage Inventory will be vested, at no cost, in the Releasing Customer which released its capacity to the Replacement Customer on a temporary basis.

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4.14 Liberty's Rights to Terminate Temporary Capacity Releases.

(a) In the event of a temporary release for which (1) Liberty has given notice of termination of the Releasing Customer's Storage Service Agreement pursuant to Section 29 of Liberty's General Terms and Conditions and (2) the reservation charge specified in the effective Addendum to the Replacement or Prearranged Customer's Capacity Release Umbrella Agreement is less than the level of the reservation charge which the Releasing Customer was obligated to pay Liberty, then Liberty shall be entitled to terminate the Addendum, upon 30 days' written notice to the Replacement or Prearranged Customer, unless the Replacement or Prearranged Customer agrees prior to the end of said 30-day notice period to pay for the remainder of the term of the Addendum either (i) the reservation and commodity charges at levels which the Releasing Customer was obligated to pay Liberty, or (ii) such rate as mutually agreed by Liberty and Replacement or Prearranged Customer. Customer may elect to pay the lesser of the two foregoing options. Liberty's right to terminate the Addendum is subject to Liberty providing written notice of termination to the Replacement or Prearranged Customer within 30 days of the determination by Liberty that the Releasing Customer no longer satisfies Liberty's credit requirements. Termination of the Addendum shall not occur prior to termination of the Releasing Customer's contract.

(b) In the event that a Customer has received 30 days' notice of termination of the Addendum to Customer's Capacity Release Umbrella Agreement pursuant to Section 4.13(a) above for storage service and there is Gas in storage for Customer's account at the end of such 30-day period, the Addendum shall continue in force and effect for the sole purpose of withdrawal of said Gas by Customer until Customer's Storage Inventory is zero. Liberty shall require Customer to withdraw each Day a quantity equal to the MDWQ, or such other lesser quantity acceptable to Liberty. The requirement to withdraw storage quantities shall be suspended on any Day to the extent that Liberty cannot accommodate a nomination or withdraw such storage quantities on such Day. Customer may also transfer title of Gas remaining in Customer's Storage Inventory to another Customer pursuant to Section 20 of Liberty's General Terms and Conditions. In the event Customer fails to withdraw its entire Storage Inventory within the time required by this Section, Liberty shall auction any remaining Storage Inventory and credit the proceeds of such sale to Customer, net of withdrawal charges and fuel, if applicable. Customer shall indemnify Liberty and hold it harmless from all costs, damages and liabilities arising out of the failure of Customer to remove such Storage Inventory and the disposal of such Storage Inventory by sale by Liberty. Liberty shall post such quantities on the Internet Web Site on the fifth Business Day following the fifteenth of the month. Liberty shall accept bids only during the time period from 7:00 a.m. until 11:00 a.m. CCT on the seventh Business Day following the fifteenth of the month. Prior to 4:00 p.m., CCT of the same Day, Liberty shall notify the Customer submitting the highest bid. When the Gas is purchased at auction, Customer purchasing the Gas must provide identification of the existing Storage Service Agreement with Liberty under which Customer shall store all such Gas purchased. Customer purchasing the Gas agrees to pay the applicable storage rate on the Gas purchased beginning on the date the bid was accepted at auction.

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5. PRIORITY, INTERRUPTION OF SERVICE AND OPERATIONAL FLOW ORDERS

5.1 Priority of Service. Any Customer executing a Storage Service Agreement with Liberty shall be entitled to the storage, parking, wheeling, loaning, imbalance trading, or balancing of Gas in the following order of declining priority:

(a) Firm Storage Service (FSS) at primary Point(s) of Receipt, not in excess of MDRQ, and at primary Point(s) of Delivery, not in excess of MDDQ, located on Liberty's system.

(b) Firm Storage Service (FSS) at secondary Point(s) of Receipt or Delivery located on Liberty's system, and Firm Storage Service (FSS) at primary Point(s) of Receipt located on Liberty's system, in excess of MDRQ but less than or equal to MDIQ, and Firm Storage Service (FSS) at primary Point(s) of Delivery located on Liberty's system, in excess of MDDQ but less than or equal to MDWQ, and all Secondary Firm Storage Service (SFS).

(c) Make-up volumes to correct prior variances between (i) Transporter and the counterparty to a balancing agreement (pursuant to such agreement), (ii) Customer and Liberty, and (iii) Customer and Transporter if the variance was due to Liberty's failure to receive or deliver Customer's scheduled volumes.

(d) Interruptible service, including Excess Injection Gas and Excess Withdrawal Gas (pursuant to Section 2 of Rate Schedules FSS and SFS), parking, wheeling, loaning, imbalance trading, and/or balancing service pursuant to Section 5.2 below.

(e) Extended injections for firm storage service in excess of MDRQ/24 or extended withdrawals for firm service in excess of MDDQ/24.

(f) Extended injections for secondary firm storage service in excess of MDRQ/24 or extended withdrawals for secondary firm service in excess of MDDQ/24.

If a capacity constraint is anticipated or planned (for example, due to system maintenance), Liberty shall post a notice of the anticipated constraint on its Internet Web Site at least 48 hours in advance of the start of the constraint period.

5.2 The order of priority relating to service requests for Excess Injection Gas and Excess Withdrawal Gas (pursuant to Section 2 of Rate Schedules FSS and SFS) and service under Rate Schedules IP, IW, IL, IBT and IB shall be allocated to each Customer on a pro rata basis.

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5.3 Interruption

(a) If on any Day Liberty's capability to receive or deliver quantities is impaired so that Liberty is unable to receive or deliver all the quantities which are scheduled, then interruption of service shall be generally implemented in the reverse order of priority set forth in Section 5.1. However, to the extent that scheduled secondary firm storage service must be interrupted, it shall be allocated pro rata with primary firm storage service. If firm storage service must be interrupted, interruption of service to firm storage Customers shall be pro rata based on MDWQ, MDIQ or MSQ, as applicable. Interruption of service to Interruptible Customers under Rate Schedules IP, IW, IL, IBT, and IB and to firm Customers utilizing Excess Injection Gas and/or Excess Withdrawal Gas (pursuant to Section 2 of Rate Schedules FSS and SFS) shall be on a pro rata basis.

(b) Liberty shall provide Customer as much advance notice of any interruption as is practicable under the circumstances. Such notice shall be made by telephone, fax, e-mail or via the Internet Web Site, as appropriate, and shall state the reduced quantities of Gas that Liberty estimates it will be able to park, wheel, loan, store, inject, withdraw, receive or deliver, as applicable, and the estimated duration of the interruption.

(c) If interruption is required, Liberty and Customer shall cooperate to the extent possible in making adjustments to receipts, deliveries, injections or withdrawals to minimize injury to any property or facilities.

5.4 Interruption Liability. Liberty shall not be liable for any loss or damage to any person or property caused, in whole or in part, by any interruption of service, except to the extent caused solely by Liberty's gross negligence or willful misconduct.

5.5 Action Alerts and Operational Flow Orders.

- (a) Circumstances Warranting Issuance: As specified in this Section 5.5, Liberty shall have the right to issue Action Alerts or Operational Flow Orders ("OFOs") that require actions by Customers in order (1) to alleviate conditions that threaten to impair reliable service, (2) to maintain operations at the pressures required to provide efficient and reliable services, (3) to have adequate Gas supplies in the system to deliver on demand, (4) to maintain service to all firm shippers and for all firm services, and (5) to maintain the system in balance for the foregoing purposes.
- (b) Liberty shall lift any effective Action Alert or OFO promptly upon the cessation of operating conditions that caused the relevant system problem.

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(b) Actions to be Taken to Avoid Issuance: Liberty shall, to the extent reasonably practicable, take all reasonable actions necessary to avoid issuing an Action Alert or OFO. Such actions shall include, in order of priority (1) working with point operators to temporarily adjust receipts and/or deliveries at relevant Point(s) of Receipt or Point(s) of Delivery, (2) working with Customers and point operators to adjust scheduled flows on the system, or (3) taking any other reasonable action designed to mitigate the system problem. After taking all such reasonable actions to avoid issuing an Action Alert or OFO, Liberty will have the right to issue Action Alerts or OFOs, if necessary, in the circumstances described in Section 5.5(a).

(c) Preliminary Notifications/Follow-up Reports: Liberty shall provide, via posting on the Internet Web Site and to affected parties through the affected party's choice of electronic notice delivery mechanism(s), prior notice to all Customers and point operators of upcoming system events such as anticipated weather patterns and operational problems that may necessitate the issuance of an Action Alert or OFO.

(d) Applicability of Action Alert or OFO: Liberty shall make an Action Alert or OFO as localized as is reasonably practicable based on Liberty's good faith and reasonable judgment concerning the situations requiring remediation such that an Action Alert or OFO will be directed first to Customers and point operators causing the problem necessitating the Action Alert or OFO and second, if necessary, to all Customers and point operators. Liberty will tailor the Action Alert or OFO to match the severity of the known or anticipated operational problem requiring remediation as more fully set forth in subsections 5.5(f) and 5.5(g). The declaration to the affected parties of Operational Flow Orders, critical periods and/or Critical Notices shall describe the conditions and the specific responses required from the affected parties.

(e) Notice: All Action Alerts and OFOs will be issued via telephone to be followed by a facsimile to the affected Customer(s) or point operator(s), with subsequent posting on the Internet Web Site, and notification to the affected parties through the affected party's choice of electronic notice delivery mechanism(s). Liberty shall also provide such notification via e-mail communication to those Customers and point operators that have provided e-mail address information for at least one contact person, and have requested via Liberty's Internet Web Site, e-mail notification of Critical Notices issued by Liberty. The Action Alert or OFO will set forth (1) the time and date of issuance, (2) the actions Customer or point operator is required to take, (3) the time by which Customer or point operator must be in compliance with the Action Alert or OFO, (4) the anticipated duration of the Action Alert or OFO, and (5) any other terms that Liberty may reasonably require to ensure the effectiveness of the Action Alert or OFO. In addition to the other information contemplated by this Section 5.5(e), such notice shall also include information about the status of operational variables that determine when an Action Alert or OFO will begin and end, and Liberty shall post periodic updates of such information, promptly upon occurrence of any material change in the information. Liberty will post a notice on the Internet Web Site informing the Customers and point operators when any Action Alert or OFO in effect will be lifted and specifying the factors that caused the Action Alert or OFO to be issued and then lifted, to the extent such factors are known.

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(f) Action Alerts: In the event that Liberty determines that due to (1) an ongoing or anticipated weather event, (2) a known equipment problem, or (3) the anticipated continuation of a current system operational problem, action is necessary to avoid a situation in which the system integrity is jeopardized or Liberty's ability to render firm service is threatened, Liberty may issue an Action Alert as set out herein to forestall the development of the situation.

(1) Issuance of Alerts: Action Alerts will be noticed in accord with the procedures set forth in Section 5.5(e) and Liberty will endeavor to provide a minimum of four hours notice.

(2) Action Alerts can be issued to effect any of the following:

(A) restriction of Interruptible services;

(B) restrictions of deliveries to specific Point(s) of Receipt or Point(s) of Delivery covered by an operational balancing agreement to the aggregate MDRQ or MDDQ under the Firm or Secondary Firm Storage Service Agreements whose Primary Point(s) of Delivery, which are specified in the Storage Service Agreement, are at the affected locations; and/or

(C) forced balancing such that point operators will be required to assure that nominations equal flows or that receipts and deliveries fall within the tolerance level designated in the Action Alert.

(g) OFOs: In the event that, in Liberty's judgment, immediate action is required to alleviate conditions which threaten to impair reliable firm service, to maintain operations at the pressures required to provide efficient and reliable service, to have adequate Gas supplies in the system to deliver on demand, to maintain services to all firm Customers and for all firm services, and to maintain the system in balance for the foregoing purposes, Liberty may forgo the action described in Section 5.5(f) and immediately issue an OFO. In the event that (1) Customer or point operator does not respond to an Action Alert, (2) the actions taken thereunder are insufficient to correct the system problem for which the Action Alert was issued, or (3) there is insufficient time to carry out the procedures with respect to Action Alerts, Liberty may issue an OFO pursuant to this Section 5.5(g) or take unilateral action, including the curtailment of firm service, to maintain the operational integrity of Liberty's system. For purposes of this Section, the operational integrity of Liberty's system shall encompass the integrity of the physical system and the preservation of physical assets and their performance, the overall operating performance of the entire physical system as an entity, and the maintenance (on a reliable and operationally sound basis) of total system deliverability and the quality of Gas delivered. Liberty shall post a notice on its Internet Web Site specifying the factors that caused the Action Alert or OFO to be issued, to the extent such factors are known. Liberty shall also provide such notification via e-mail communication to those Customers who have submitted a request and provided e-mail address information for at least one contact person, via Liberty's Internet Web Site to receive e-mail notification of Critical Notices issued by Liberty.

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(h) Termination of an Action Alert or OFO: Liberty shall lift any effective Action Alert or OFO promptly upon the cessation of operating conditions that caused the relevant system problem. After Liberty has lifted the Action Alert or the OFO, Liberty shall post a notice on its Internet Web Site specifying the factors that caused the Action Alert or OFO to be issued and then lifted, to the extent such factors are known. Liberty shall also provide such notification via e-mail communication to those Customers who have submitted a request, and provided e-mail address information for at least one contact person, via Liberty's Internet Web Site to receive e-mail notification of Critical Notices issued by Liberty.

(i) Penalties: All quantities tendered to Liberty and/or taken by Customer on a daily basis in violation of an Action Alert or OFO shall constitute unauthorized receipts or deliveries for which the applicable Action Alert or OFO penalty charge stated below shall be assessed.

- (1) Action Alert penalty charge for each Dekatherm of Gas by which Customer deviated from the requirements of the Action Alert equal to an Action Alert Index Price calculated as 110% of the applicable daily Gas Daily posting for Henry Hub for the Day on which the deviation occurred, multiplied by the quantity by which the Customer deviated from the requirements of the Action Alert.
- (2) OFO penalty charge for each Dekatherm of Gas by which Customer deviated from the requirements of the OFO equal to an OFO Index Price calculated as three (3) times the applicable daily Gas Daily posting for Henry Hub for the Day on which the deviation occurred, multiplied by the quantity by which the Customer deviated from the requirements of the OFO.

Any penalty revenue collected by Liberty pursuant to this Section 5.5(i) shall be credited to those firm and Interruptible Customers that did not incur Action Alert or OFO penalties pursuant to this Section 5.5(i) in the Month for which Action Alert or OFO penalty revenues were received ("Non-Offending Customers"), based on the ratio of the total charges paid during that Month by the Non-Offending Customer to the sum of the total charges paid during that Month by all Non-Offending Customers. 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 Non-Offending Customer's invoice for the Month following the date of the final Commission order approving Liberty's penalty disbursement report; provided, however, that Liberty will calculate and include such credits on Non-Offending Customer's invoices for a period shorter than twelve Months in the event and to the extent that the total accumulated amount of Action Alert or OFO penalty revenue collected pursuant to this Section 5.5(i) by Liberty as of the end of any Month exceeds \$1,000,000. Liberty will file with the Commission a penalty disbursement report within sixty days of July 31 or sixty days after the end of the Month for which revenue collected exceeds \$1,000,000. Any penalty revenue credited to Non-Offending 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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(j) Liability of Liberty : Liberty shall not be liable for any costs incurred by any Customer or point operator in complying with an Action Alert or OFO. Liberty shall not be responsible for any damages that result from any interruption in service that is a result of a Customer's or point operator's failure to comply promptly and fully with an Action Alert or OFO, and the non-complying Customer or point operator shall indemnify Liberty against any claims of responsibility. However, Liberty shall use reasonable efforts to minimize any such costs or damages.

(k) Unilateral Action: In the event that (1) Customer(s) or point operator(s) does (do) not respond to an OFO, or (2) the actions taken thereunder are insufficient to correct the system problem for which the OFO was issued, or (3) there is insufficient time to carry out the procedures with respect to OFOs, Liberty may take unilateral action, including the curtailment of firm service, to maintain the operational integrity of Liberty's system. For purposes of this Section, the operational integrity of Liberty's system shall encompass the integrity of the physical system and the preservation of physical assets and their performance, the overall operating performance, the overall operating performance of the entire physical system, as an entity, and the maintenance (on a reliable and operationally sound basis) of total system deliverability and the quality of Gas delivered.

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6. STORAGE OPERATIONS

6.1 Customer shall tender or cause to be tendered to Liberty at the Point(s) of Receipt located on its system any Gas which Customer desires to have injected into storage plus applicable Fuel Reimbursement volumes. Customer shall also receive or cause to be received Gas requested to be withdrawn from storage at the Point(s) of Delivery located on Liberty's system.

6.2 Subject to the operating conditions then existing on the delivering or receiving pipelines, Liberty shall receive Gas for injection from Customer at the Point(s) of Receipt located on its system and deliver Gas to Customer at the Point(s) of Delivery located on its system as scheduled by Customer from time to time; provided that Liberty shall not be obligated to receive for injection any quantity of Gas if the injection of the same would cause the quantity of Gas stored for Customer's account to exceed Customer's Maximum Storage Quantity; nor shall Liberty be obligated at any time to deliver more Gas to Customer than Customer has stored in its Storage Inventory, Park Balance and/or Loan Balance, as applicable.

6.3 Due to certain limitations of Liberty's facilities, Liberty shall not be obligated to receive at any Point of Receipt for injection, or deliver at any Point of Delivery, any quantity of Gas when the quantity of Gas tendered for delivery to Liberty or Customer has requested to be delivered, together with all other quantities of Gas tendered for delivery to Liberty at any such Point of Receipt or requested for delivery at any such Point of Delivery, results in a net metered flow which is less than or equal to 10,000 Dth per Day.

6.4 In the event that batch flowing nominated volumes of less than 10,000 Dth per Day is deemed operationally impractical by Transporter or Liberty, and should Liberty receive nominations for the injection or withdrawal of Gas, which after aggregation with other nominations commencing at the same time and same meter, results in a net metered volume less than or equal to 10,000 Dth per Day, Liberty will attempt, but shall not be required, to schedule such nominations. However, if any single nomination or combination of nominations is scheduled such that the aggregated nominated volumes result in a net metered volume less than or equal to 10,000 Dth per Day, all nominations may be curtailed on a pro-rata basis such that the net metered volume will be zero. Liberty will orally notify the affected Customer(s) within four (4) hours of being notified of changes to nominations which would result in curtailment as provided herein.

7. WHEELING OPERATIONS

7.1 Customer shall tender or cause to be tendered to Liberty at the Point(s) of Receipt located on its system any Gas which Customer desires to have wheeled plus applicable Fuel Reimbursement volumes. Customer shall also receive or cause to be received Gas requested to be wheeled at the Point(s) of Delivery located on Liberty's system.

7.2 Due to certain limitations of Liberty's facilities, Liberty shall not be obligated to receive at any Point of Receipt located on its system for wheeling, or deliver at any Point of Delivery located on its system, any quantity of Gas when the quantity of Gas tendered for delivery to Liberty or Customer has requested to be delivered, together with all other volumes of Gas tendered for delivery to Liberty at any such Point of Receipt or requested for delivery at any such Point of Delivery, results in a net metered flow which is less than or equal to 10,000 Dth per Day.

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7.3 In the event that batch flowing nominated volumes of less than 10,000 Dth per Day is deemed operationally impractical by Transporter or Liberty, and should Liberty receive nominations for the injection or withdrawal of Gas, which after aggregation with other nominations commencing at the same time and same meter, results in a net metered volume less than or equal to 10,000 Dth per Day, Liberty will attempt, but shall not be required, to schedule such nominations. However, if any single nomination or combination of nominations is scheduled such that the aggregated nominated volumes result in a net metered volume less than or equal to 10,000 Dth per Day, all nominations may be curtailed on a pro rata basis such that the net metered volume will be zero. Liberty will orally notify the affected Customer(s) within four (4) hours of being notified of changes to nominations which would result in curtailment as provided herein.

8. NOMINATIONS AND SCHEDULING

8.1 During any Day when Customer desires Liberty to inject, withdraw or wheel Gas, Customer shall submit a nomination to Liberty via fax or via the Internet Web Site that includes, but is not limited to, the following information: quantity, flow period, upstream transportation contract number(s), downstream transportation contract number(s), Customer name and Storage Service Agreement number, and the Customer's authorized employee name and telephone number. All nominations shall be based on a daily quantity.

All nominations shall include Customer defined begin dates and end dates. All nominations, excluding intraday nominations, have rollover options. Specifically, Customers have the ability to nominate for several Days, Months, or years, provided the nomination begin and end dates are within the term of Customer's Storage Service Agreement.

Overrun quantities should be requested on a separate transaction.

8.2 Liberty will accept nominations for service as follows:

(a) Next Day Service. The nomination timeline on the Day prior to the Day of Gas flow shall be the following:

11:30 a.m.	Nomination leaves control of the Customer
11:45 a.m.	Receipt of nomination by the Transporters (including from Title Transfer Tracking Service Providers ("TTTSPs"))
12:00 p.m.	Liberty provides quick response for validity of data elements
3:30 p.m.	Completed confirmations from upstream and downstream connected parties provided to Liberty
4:30 p.m.	Receipt of scheduled quantities by Customer and point operator

The sending party shall adhere to nomination, confirmation, and scheduling deadlines. It is the party receiving the request that has the right to waive the deadline.

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(b) Intraday Nominations. Any nomination received during a Day for the same Day of Gas flow, or any nomination received after the nominations deadline set forth in Section 8.2(a) above for the following Day shall be an intraday nomination. Intraday nominations can be used to request increases or decreases in total flow, changes to Point(s) of Receipt, or changes to Point(s) of Delivery of scheduled Gas. Intraday nominations do not roll over (i.e. intraday nominations span one Day only). Intraday nominations do not replace the remainder of a standing nomination. There is no need to re-nominate if an intraday nomination modifies an existing nomination. Intraday nominations may be used to nominate new injections or withdrawals. All nominations, including intraday nominations, should be based on a daily quantity; thus, an intraday nominator need not submit an hourly nomination. Intraday nominations should include an effective date and time. The interconnected parties should agree on the hourly flows of the intraday nomination, if not otherwise addressed in Transporter's contract or tariff.

In the event Customer does not submit a timely nomination or desires to alter an existing nomination, Customer shall have the right to submit an intraday nomination to revise Customer's scheduled quantities, Point(s) of Receipt and/or Point(s) of Delivery on a prospective basis prior to the end of the Day; provided, however, that such intraday nomination will be processed after all timely nominations have been scheduled. Such intraday nomination shall be implemented by Liberty to the extent and only to the extent that Liberty is able to confirm the receipt and delivery of such Gas at the Point(s) of Receipt and Point(s) of Delivery.

(c) Elapsed-Prorated-Scheduled Quantity. With respect to intraday nominations for reductions in previously scheduled quantities, Liberty may accept any explicitly confirmed quantity, down to and including zero, for such intraday nomination; provided, however, if such intraday nomination requires confirmation from an upstream and/or downstream interconnected pipeline, then any intraday nomination to reduce previously scheduled quantities will be subject to, and limited to, the reduced quantity confirmed by such upstream and/or downstream interconnected pipeline.

(d) Nominations will be processed for scheduling in the order in which they were received, by priority level as described in Section 5 of the General Terms and Conditions of this FERC Gas Tariff. Nominations received after nomination deadline should be scheduled after the nominations received before the nomination deadline.

(e) Notices provided under this Section 8.2 must be submitted in writing via fax or the Internet Web Site. Customer shall provide notice of any changes in deliveries to or receipt from Liberty to all transporters and shall be responsible for, and shall hold Liberty harmless from, any and all liabilities and expense resulting from any such changes, unless the added expense is due to the negligence of Liberty.

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(f) Minimum NAESB Nomination Standards. In the event the more flexible nomination procedures set forth in Section 8.2(b) above are inapplicable for any reason, nominations shall be submitted and processed in accordance with the minimum standards set forth in this Section 8.2(f). Liberty shall support the following standard nomination cycles:

- (1) The Timely Nomination Cycle: 11:30 a.m. for nominations leaving control of the nominating party; 11:45 a.m. for receipt of nominations by Liberty (including from Title Transfer Tracking Service Providers ("TTTSPs")); noon to send Quick Response; 3:30 p.m. for receipt of completed confirmations by Liberty from upstream and downstream connected parties; 4:30 p.m. for receipt of scheduled quantities by Customer and point operator (Central Clock Time on the Day prior to flow).
- (2) The Evening Nomination Cycle: 6:00 p.m. for nominations leaving control of the nominating party; 6:15 p.m. for receipt of nominations by Liberty (including from TTTSPs); 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed confirmations by Liberty from upstream and downstream connected parties; 10:00 p.m. for Liberty to provide scheduled quantities to affected Customers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties) (Central Clock Time on the Day prior to flow).

Scheduled quantities resulting from an Evening Nomination should be effective at 9:00 a.m. on the Day.

- (3) The Intraday 1 Nomination Cycle: 10:00 a.m. for nominations leaving control of the nominating party; 10:15 a.m. for receipt of nominations by Liberty (including from TTTSPs); 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of completed confirmations by Liberty from upstream and downstream connected parties; 2:00 p.m. for Liberty to provide scheduled quantities to affected Customers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (Central Clock Time on the Day). Scheduled quantities resulting from Intraday 1 Nominations should be effective at 5:00 p.m. on the Day.
- (4) The Intraday 2 Nomination Cycle: 5:00 p.m. for nominations leaving control of the nominating party; 5:15 p.m. for receipt of nominations by Liberty (including from TTTSPs); 5:30 p.m. to send Quick Response; 8:00 p.m. for receipt of completed confirmations by Liberty from upstream and downstream connected parties; 9:00 p.m. for Liberty to provide scheduled quantities to affected Customers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties) (Central Clock Time on the Day). Scheduled quantities resulting from Intraday 2 Nominations should be effective at 9:00 p.m. on the Day. Bumping is not allowed during the Intraday 2 Nomination Cycle.
- (5) For the purposes of this Section 8(f), "provide" shall mean, for transmittals pursuant to standards 1.4.x (NAESB standards relating to nomination datasets), receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

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8.3 Customer shall make available and tender any Gas to be injected or wheeled hereunder and receive and accept delivery, upon tender by Liberty, any Gas requested to be withdrawn from storage or wheeled. The quantity of Gas stored for the account of Customer shall be increased or decreased upon injection or withdrawal of Gas from storage, as applicable. Customer shall not (unless otherwise agreed by Liberty) receive or deliver Gas, nor shall Liberty be obligated to receive Gas or deliver Gas on an hourly basis at rates of flow in excess of 1/24 of Customer's MDRQ or MDDQ, respectively. As determined by Liberty in its sole and reasonable judgment, flow rates above 1/24 of Customer's MDRQ or MDDQ may be permitted.

9. POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

9.1 Point(s) of Receipt. Customer shall tender all Gas for wheeling or injection into storage to Liberty at the Point(s) of Receipt located on Liberty's system as specified in Customer's Storage Service Agreement. The quantity of Gas tendered by Customer to Liberty for wheeling or injection into storage shall (i) not exceed at each Point of Receipt the MDTQ or MDRQ, as applicable, for such Point of Receipt in effect from time to time, or (ii) not exceed the MDIQ plus the applicable Fuel Reimbursement at all Point(s) of Receipt in effect from time to time, without the consent of Liberty.

9.2 Point(s) of Delivery. Liberty shall tender all Gas to be wheeled or withdrawn from storage to Customer at the Point(s) of Delivery located on Liberty's system as specified in Customer's Storage Service Agreement. The quantity of Gas delivered to Customer shall (i) not exceed at each Point of Delivery the MDTQ or MDDQ, as applicable, for such Point of Delivery in effect from time to time, or (ii) not exceed the MDWQ at all Point(s) of Delivery in effect from time to time, without the consent of Liberty.

9.3 Transportation Guidelines. The Transporter(s)' rules, guidelines, operational procedures and policies, as they may be changed from time to time, shall define and control the manner in which Gas is delivered and received at the Point(s) of Delivery and Receipt. Liberty and Customer each agree to provide to the other, in as prompt a manner as reasonable, all information necessary to permit scheduling pursuant to such requirements. In addition, Liberty will not be required to begin wheeling, injections or withdrawals for a Customer's account unless and until the data required for nominations, provided for in Section 8, have been confirmed by the applicable Transporter to Liberty's Gas dispatcher.

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9.4 Transportation Imbalances. In the event that Liberty or Customer delivers or causes to be delivered to Transporter at the Point(s) of Receipt or Delivery a quantity of Gas not equal to the quantity of Gas received or taken by Customer or Liberty, a "Transportation Imbalance" may occur. Provided that Liberty has taken or delivered the quantity of Gas nominated by Customer and scheduled by Transporter, Customer shall be liable for all imbalances under its transportation agreement with Transporter. Upon notification by Customer or Transporter that a Transportation Imbalance exists because Liberty failed to deliver or receive the quantity of Gas nominated by Customer and scheduled by Transporter, Liberty will endeavor to correct the Transportation Imbalance subject to any restrictions imposed by Transporter but Liberty shall be solely responsible and liable for any charges, penalties, costs and expenses incurred or payable by either party as a result of the Transportation Imbalance. Customer agrees to use its best efforts to prevent or diminish any occurrences of imbalances.

9.5 Measurement. Customer and Liberty agree that the quantity of Gas delivered hereunder shall be measured by Liberty in accordance with the Transporter's pipeline tariff, and, as such, may be allowed to fluctuate within the applicable measurement or flow tolerances on a daily and Monthly basis.

9.6 Costs and Penalties. Customer shall hold Liberty harmless for all costs and penalties which may be assessed by Transporter under Customer's transportation agreement with Transporter, unless the costs and penalties are due to the negligence of Liberty. Customer and Liberty shall cooperate with each other and with the Transporter to verify delivery and receipt of the volumes of Gas delivered hereunder on a timely basis.

9.7 Downstream and Upstream Transportation. Customer shall be responsible for transportation from the Point(s) of Delivery located on Liberty's system and payment of all transportation charges relating thereto. Customer shall be responsible for transportation to the Point(s) of Receipt located on Liberty's system and payment of all transportation charges relating thereto.

10. QUALITY

10.1 Specifications. The Gas delivered by either party to the other hereunder shall meet the quality specifications of the Transporter then having the most stringent quality specifications which receives or delivers such Gas at the Point(s) of Receipt or Delivery located on Liberty's system, as applicable, and, unless such Transporter's quality specifications are more stringent, shall be of such quality that it shall meet at least the following specifications:

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- (a) Be commercially free from objectionable odors, dirt, dust, iron particles, gums, gum-forming constituents, gasoline, PCBs, and other solid and/or liquid matter, including but not limited to water, Gas treating chemicals and well completion fluids and debris, which may become separated from the Gas during the transportation thereof.
- (b) Contain not more than one fourth (1/4) of one grain of hydrogen sulfide per one hundred (100) cubic feet, as determined by the cadmium sulfate quantitative test, nor more than twenty (20) grains of total sulfur per one hundred (100) cubic feet.
- (c) The Gas delivered hereunder shall not contain more than two-tenths of one percent (0.2%) by volume of oxygen, shall not contain more than three percent (3%) by volume of carbon dioxide, shall not contain more than three (3%) by volume of nitrogen, and shall not contain a combined total of carbon dioxide and nitrogen components of more than four (4%) by volume.
- (d) Have a heating value of not less than nine hundred and sixty-seven (967) Btus per cubic feet and not more than eleven hundred (1100) Btus per cubic feet.
- (e) Have a temperature of not more than 120 degrees Fahrenheit (120 degrees F), nor less than forty degrees Fahrenheit (40 degrees F).
- (f) Have been dehydrated by the tendering party, by any method other than the use of a calcium chloride as desiccant, for removal of entrained water in excess of seven (7) pounds of water per million (1,000,000) cubic feet of Gas as determined by dew-point apparatus approved by the Bureau of Mines or such other apparatus as may be mutually agreed upon.

10.2 Rejection of Gas. Either party shall be entitled to reject any Gas tendered to it by the other party which does not meet the minimum specifications of Section 10.1 hereunder. Acceptance of such Gas does not constitute any waiver of Liberty's right to refuse to accept similarly nonconforming Gas.

11. PRESSURE AND INJECTION/WITHDRAWAL RATES

11.1 Delivery Pressures. Liberty shall deliver Gas to Customer at pressures sufficient to enter the pipeline facilities at the Point(s) of Delivery located on Liberty's system against the operating pressures maintained by Transporter(s) from time to time. Liberty shall not be required to deliver Gas at pressures in excess of those required by Transporter(s) or in excess of Transporter(s) maximum allowable operating pressure (MAOP), not to exceed 1,300 psig. Customer shall deliver or cause to be delivered to Liberty all Gas for wheeling, parking or injection at the Point(s) of Receipt located on Liberty's system at pressures not less than 800 psig and not in excess of the MAOP of Liberty's facilities at the Point(s) of Receipt. Liberty shall be responsible for maintaining facilities at such Point(s) of Receipt to permit Customer to deliver Gas to Liberty at such allowed pressures.

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11.2 Receipt and Delivery Rates. Liberty has designed the facilities required to wheel, store, inject and withdraw Gas based on "normal" operating pressures maintained by the Transporter(s) at the Point(s) of Receipt/Delivery located on Liberty's system with allowances for reasonable fluctuations. In the event that conditions on the Transporter's system vary substantially from this "normal" design condition coincident with high levels of Customer receipt or delivery activity, Liberty's capability to receive or deliver the quantities set forth in its Storage Service Agreements may be impaired, resulting in an interruption in service. If this happens, capacity will be allocated pursuant to Section 5 of the General Terms and Conditions of this FERC Gas Tariff. Customer agrees to release Liberty from, and Liberty shall have no liability of any nature to Customer or any third party with respect to, any such interruption in service.

12. TITLE AND RISK OF LOSS

12.1 Customer warrants for itself, its successors and assigns, that it will have at the time of delivery of Gas for injection, storage, parking or wheeling hereunder either good title to or the right to have the Gas transported or stored. Customer warrants for itself, its successors and assigns, that the Gas it delivers hereunder shall be free and clear of all liens, encumbrances, or claims whatsoever; and that it will indemnify Liberty and save it harmless from all claims, suits, actions, damages, costs and expenses arising directly or indirectly from or with respect to the title and/or right to Gas tendered to Liberty hereunder.

12.2 As between Customer and Liberty : Customer shall be deemed to be in control and possession of the Gas prior to delivery to Liberty for wheeling, parking, storage or injection at the Point(s) of Receipt located on Liberty's system and after redelivery by Liberty to Customer at the Point(s) of Delivery located on Liberty's system, and shall indemnify and hold Liberty harmless from any damage or injury caused thereby. Liberty shall be deemed to be in control and possession of the Gas after the receipt of the same at the Point(s) of Receipt and until redelivery by Liberty to Customer at the Point(s) of Delivery, and shall indemnify and hold Customer harmless from any damage or injury caused thereby, except for damages and injuries caused by the sole negligence of Customer. The risk of loss for all Gas wheeled, injected into, parked or stored in and withdrawn from storage shall remain with Customer, and Liberty shall not be liable to Customer for any loss of Gas, except as may be occasioned due to the intentional or negligent acts or omissions by Liberty. Any losses of Gas, unless due to the intentional or negligent act or omissions of Liberty, shall be shared proportionally by all Customers, based on each Customer's Storage Inventory, Park Balance and/or Loan Balance, as applicable.

GENERAL TERMS AND CONDITIONS  
(Continued)

13. MEASUREMENT

13.1 The unit of volume for measurement of all quantities of Gas wheeled, parked, loaned or stored by Liberty or delivered to and received from storage hereunder shall be one (1) cubic foot of Gas at the base temperature of sixty degrees Fahrenheit (60 degrees F) and at an absolute pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch and dry. All fundamental constants, observations, records, and procedures involved in determining and/or verifying the quantity and other characteristics of Gas delivered hereunder shall, unless otherwise specified herein, be in accordance with the standards prescribed in Report No. 3 of the American Gas Association, as now in effect and from time to time amended or supplemented. All measurements of Gas shall be determined by calculation into terms of such unit. All quantities given herein, unless expressly stated otherwise, are terms of such unit. Notwithstanding the foregoing, it is agreed that, for all purposes, the Btu content of the Gas received and delivered by Liberty hereunder shall be measured on a "dry" basis rather than a fully saturated or "wet" basis. For Gas volumes reported in cubic meters, the standard conditions are 101.325 kPa, 15 degrees C, and dry.

13.2 Liberty shall install, maintain and operate, or cause to be installed, maintained and operated, the measurement facilities required hereunder. Said measurement facilities shall be so equipped with meters, recording gauges, chromatographs or other types of related and/or similar equipment of standard make and design commonly acceptable in the industry, as to accomplish the accurate measurement of Gas delivered hereunder. The retrieval of data and calibrating and adjustment of meters shall be done by Liberty or its agent.

14. BILLINGS AND PAYMENTS

14.1 Invoice. Not later than the ninth (9th) Business Day of each month, Liberty shall provide Customer (including a Replacement Customer) an invoice and any required backup data (which may be transmitted electronically or by fax) setting forth (i) the charges due for the current Month; (ii) the total quantity of Gas, stated in Dekatherms, received from and delivered to Customer hereunder during the preceding Month(s), with applicable Point(s) of Receipt and Point(s) of Delivery properly identified, and the amount due therefor; and if applicable, (iii) the amount of Customer's Gas in storage as of the close of the preceding Month and information sufficient to explain and support any adjustments made by Liberty in determining the amount billed. If actual quantities are not available by the ninth (9th) Business Day of the month, Liberty may invoice based on best available data subject to adjustment to actual at a later date. Quantities at points where OBAs exist shall be invoiced based on scheduled quantities.

GENERAL TERMS AND CONDITIONS  
(Continued)

14.2 Application of Payments for Released Capacity. Payments to Liberty by a Replacement Customer for released capacity shall be applied as follows: (i) Liberty shall retain amounts equal to the Replacement Customer's usage charges; (ii) Liberty will credit the balance to reservation charges due from the Replacement Customer; and (iii) Liberty shall remit the remaining balance, if any, or shall charge any balance due, to the Replacement Customer, in accordance with Section 4.10 of the General Terms and Conditions of this FERC Gas Tariff. If any balance due from the Replacement Customer remains unpaid, the outstanding balance will then be billed to the Releasing Customer, provided that the Releasing Customer is only liable to the extent of the reservation charges specified in the applicable Storage Service Agreement and corresponding Rate Schedule.

14.3 Payment. Customer shall pay Liberty by wire transfer the full amount reflected on the invoice within fifteen (15) days of the date of the invoice. If the fifteenth (15th) day shall fall upon a weekend or legal holiday, then such payment shall be made on the last regular Business Day prior to such fifteenth (15th) 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.

14.4 Billing Error. If an error is discovered in any billing, such error shall be adjusted within thirty (30) days of the determination thereof. If a dispute arises as to the amount payable in any invoice rendered hereunder, Customer shall nevertheless pay when due the amount not in dispute under such invoice. Such payment shall not be deemed to be a waiver of the right by Customer to recoup any overpayment, nor shall acceptance of any payment be deemed to be a waiver of the right by Customer to recoup any overpayment, nor shall acceptance of any payment be deemed to be a waiver by Liberty of any underpayment. In the event Customer fails to forward the entire undisputed amount due to Liberty when same is due, interest on the unpaid portion shall accrue at the same rate of interest and in the same manner as prescribed for pipeline refunds as set forth in Section 154.501(d) of the Commission's regulations under the Natural Gas Act from the date such payment is due until the same is paid. If Customer's failure to pay the undisputed portion of any invoice rendered hereunder continues beyond thirty (30) days after the due date of such invoice, then Liberty, in addition to all other legal remedies available to it, shall have the right and option to suspend further deliveries of Gas until such default shall have been cured. If Customer's failure to pay the undisputed portion of any invoice rendered hereunder continues beyond sixty (60) days after the due date of such invoice, then Liberty, in addition to all other legal remedies available to it, shall have the right and option to terminate service hereunder.

GENERAL TERMS AND CONDITIONS  
(Continued)

14.5 Billing Disputes. If Customer withholds payment of any disputed amount as authorized herein, Customer shall within ten (10) days after the due date of the disputed invoice submit to Liberty a written explanation of the dispute and any available supporting documentation. The parties shall then cooperate in good faith to resolve such dispute as expeditiously as possible, and the portion, if any, of such disputed amount eventually determined to be due shall bear interest at the rate stated in Section 14.4 above from the original due date until the date actually paid.

14.6 Right to Audit. Both Liberty and Customer shall have the right at their own expense to examine and audit at any reasonable time the books, records (including measurement, billing and payment) and charts of the other to the extent necessary to verify the accuracy of any statements or charges made under or pursuant to any of the provisions of Customer's Storage Service Agreement. Upon request, Customer shall also make available to Liberty for audit purposes any relevant records of the Transporters to which Customer has access. A formal audit of accounts shall not be made more often than once each Contract Year. Any inaccuracy will be promptly corrected when discovered; provided, however, that neither Liberty nor Customer shall be required to maintain books, records or charts for a period of more than two (2) Contract Years following the end of the Contract Year to which they are applicable. Neither Liberty nor Customer shall have any right to question or contest any charge or credit if the matter is not called to the attention of the other in writing within two (2) years after the end of the Contract Year in question.

15. TAXES

If at any time Liberty is required to remit any taxes assessed on the Gas pursuant to Customer's Storage Service Agreement or Hub Services Agreement, then Liberty shall have the right to collect from Customer such taxes, including any penalties and interest. Customer agrees to reimburse Liberty for the taxes assessed on the Gas, including any penalties and interest, within fifteen (15) days of the date of invoice from Liberty. Customer shall furnish Liberty information, satisfactory to Liberty, to enable Liberty to comply with any reports required by state or federal government and agencies. Customer recognizes that Liberty may be required to file federal and state tax returns, and Customer agrees to furnish Liberty with adequate information pertaining to the taxation on the Gas. Customer shall coordinate such filings with Liberty.

16. INSURANCE

Customer shall be responsible for providing its own insurance coverage with respect to Gas it tenders for storage and has stored in the Liberty storage facility located in Calcasieu Parish, Louisiana.

GENERAL TERMS AND CONDITIONS  
(Continued)

17. FORCE MAJEURE

17.1. (a) Effect of Force Majeure. In the event Liberty is rendered unable, wholly or in part, by reason of an event of Force Majeure, as defined herein, to perform, wholly or in part, any obligation or commitment under Customer's Storage Service Agreement, it is agreed that upon Liberty's giving notice and full particulars of such Force Majeure event on its Internet Web Site and/or in writing to Customer within seventy-two (72) hours after the occurrence of the cause relied on, then the obligations of Liberty shall be suspended to the extent that Liberty's ability to perform such obligations is affected by such Force Majeure event and for the period of such Force Majeure condition, but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.

(b) Force Majeure and Obligation to Pay/Credit Reservation Charges. A Customer taking firm service under Rate Schedules FSS or SFS shall not be relieved of its obligation to pay Reservation Charges specified in such firm Rate Schedules due to an event of Force Majeure and Liberty shall include the full amount of such Reservation Charges on the Customer's invoice for any Month in which an event of Force Majeure shall have occurred, provided, however, that Liberty shall calculate credits against the Customer's Reservation Charges payable under Rate Schedules FSS or SFS and its Storage Service Agreement to reflect any reduction in Liberty's ability to render firm services resulting from an event of Force Majeure declared by Liberty and shall include such credits on the firm Customer's invoice for the next succeeding Month.

GENERAL TERMS AND CONDITIONS  
(Continued)

(c) Calculation of Credit Against Reservation Charges. For each Day on which a Customer's firm service under Rate Schedules FSS or SFS is curtailed due to an event of Force Majeure declared by Liberty, Liberty shall calculate credits against the firm Customer's Reservation Charges payable under Rate Schedules FSS or SFS and its Storage Service Agreement using the following formulae:

Curtailement of a firm Customer's injections due to Force Majeure:

$$\text{Reservation Charge Credit} = \text{RC}/\#\text{Days} \times \text{CNIQ}/\text{MDIQ}$$

Curtailement of a firm Customer's withdrawals due to Force Majeure:

$$\text{Reservation Charge Credit} = \text{RC}/\#\text{Days} \times \text{CNWQ}/\text{MDWQ}$$

Where:

RC = The Customer's Reservation Charges for the Month, calculated using the rates set forth in the Customer's Storage Service Agreement.

#Days = The number of Days in the Month.

CNIQ = The Curtailed Nominated Injection Quantity, which shall be the quantity of Customer's nominated injections actually curtailed on each Day in the Month due to a Force Majeure declared by Liberty.

CNWQ = The Curtailed Nominated Withdrawal Quantity, which shall be the quantity of Customer's nominated withdrawals actually curtailed on each Day of the Month due to a Force Majeure declared by Liberty.

MDIQ = The firm Customer's Maximum Daily Injection Quantity, as set forth in its Storage Service Agreement.

MDWQ = The firm Customer's Maximum Daily Withdrawal Quantity, as set forth in its Storage Service Agreement.

GENERAL TERMS AND CONDITIONS  
(Continued)

17.2 Nature of Force Majeure. The term "Force Majeure" as employed herein and in Customer's Storage Service Agreement shall mean any cause, whether of the kind enumerated herein or otherwise, not reasonably within the control of Liberty, such as acts of God; strikes, lockouts and industrial disputes or disturbances; inability to secure or delays in obtaining labor, materials, supplies, permits, easements or rights-of-way, including inability to secure materials by reason of allocations promulgated by authorized governmental agencies; arrests and restraints of governments and people; interruptions by government or court orders; present and future valid orders, decisions or rulings of any government or regulatory entity having proper jurisdiction; acts of the public enemy; vandalism; wars; riots; civil disturbances; blockades; insurrections; epidemics; landslides; lightning; tornadoes; hurricanes; earthquakes; fires; storms; floods; washouts; inclement weather which necessitates extraordinary measures and expense to maintain operations; explosions; breakage, accidents and/or maintenance to plant facilities including machinery, lines of pipe, accidents and/or unscheduled maintenance of wells or subsurface storage caverns or reservoirs; testing (as required by governmental authority or as deemed necessary by Liberty for the safe operation of the facilities required to perform the services hereunder); and the making of repairs or alterations to pipelines, storage, and plant facilities including Transporter(s)' pipeline repairs. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of Liberty, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of opposing party when such course is inadvisable in the discretion of Liberty.

18. NOTICES

Any notice, request, demand, or statement provided for in Customer's Storage Service Agreement, except as otherwise herein provided, shall be given in writing, delivered in person, by United States Mail or via e-mail or facsimile, to the parties at the addresses shown in the executed Storage Service Agreement or at such other addresses as may hereafter be furnished to the other party in writing.

Any notice initially delivered by fax shall be confirmed by regular mail within one (1) week after transmission of the fax.

19. FUEL REIMBURSEMENT

19.1 Categories of Fuel Usage. The two general categories of fuel usage are: (1) Direct Fuel Usage, consisting of (a) compression fuel (including electricity), (b) dehydration fuel, and (c) line heating fuel; and (2) Indirect Fuel Usage, consisting of fuel that is consumed on site to (a) generate electricity, (b) heat the facility (if any), and (c) fuel Liberty vehicles and lost and unaccounted for volumes to the extent required for the operation and maintenance of Liberty's Gas storage facilities.

19.2 Fuel Reimbursement. Fuel Reimbursement shall be calculated separately for storage services, wheeling, balancing, loaning and parking under Rate Schedules FSS, SFS, IP, IW, IL, and IB. Each Fuel Reimbursement charge shall be negotiated by Liberty and Customer such that reimbursement of fuel may be paid in kind or in dollars per Dth, as set forth in Customer's Storage Service Agreement(s).

GENERAL TERMS AND CONDITIONS  
(Continued)

20. GAS TITLE TRANSFERS

20.1 Title Transfers of Gas in Storage:

(a) A Customer that has executed a Storage Service Agreement under Rate Schedules FSS, SFS, IL or IP and a Hub Services Agreement may sell Storage Inventory to any other Customer that has executed a Storage Service Agreement under Rate Schedules FSS, SFS, IL or IP if:

- (1) Customer selling Storage Inventory provides notification to Liberty's Gas dispatcher prior to the nomination deadline and provides Liberty with written verification of the transfer within three (3) Business Days; and
- (2) The purchase does not cause either Customer to exceed its Maximum Storage Quantity, Maximum Loan Quantity, or Maximum Park Quantity, as applicable and as specified in the Customer's Storage Service Agreement (Exhibit B of Customer's Hub Services Agreement), or cause either Customer's balance to go below zero.

(b) Liberty will recognize the transfer for purposes of computing available Storage Inventory on a prospective basis within 24 hours after receiving the notification. In the event the required written verification is not received, the transfer will no longer be recognized and the Storage Inventory for each Customer will be restated to reflect the reversal of the transfer.

(c) For each title transfer of Gas in storage performed by Customer under this Section, the transferring Customer shall pay the Gas title transfer rate set forth in Article III of Customer's Storage Services Agreement.

20.2 Title Transfers of Gas

(a) Transfers of title between Customers and/or Storage Service Agreements under which Gas is wheeled on Liberty's system may be permitted by Liberty at Point(s) of Receipt and Point(s) of Delivery located on Liberty's system on an Interruptible basis.

(b) Requests for such transfers shall be made in accordance with the nomination procedures set forth in Section 8, Nominations and Scheduling, of the General Terms and Conditions herein. Liberty shall not unreasonably withhold approval of such transfers.

(c) For each title transfer nominated by Customer under Section 20.2(b) herein, the transferring Customer shall pay the Gas title transfer rate set forth in Exhibit B of Customer's Hub Services Agreement.

GENERAL TERMS AND CONDITIONS  
(Continued)

21. PENALTIES

21.1 A Customer shall be liable for and shall be required to reimburse Liberty for all penalties, charges and fees which Liberty is required to pay to Transporter(s) as a consequence of Customer's actions. The recovery of such penalty amounts shall be on an as-billed basis.

21.2 In addition to the payment of the penalties set forth in Section 21.1 herein, the responsible Customer shall also be liable for, and shall reimburse Liberty, for all costs incurred by Liberty as a consequence of such Customer's actions.

22. TRANSMISSION PROVIDER STANDARDS OF CONDUCT

22.1 Informational Postings

Liberty shall post on its Internet Web site its procedures for implementation of and compliance with the Commission's Standards of Conduct regulations. All information required to be posted pursuant to such regulations, including, but not limited to, organizational charts, information on shared facilities and shared operating personnel, and notices of waivers and/or exercises of discretion in the application of tariff provisions, will be provided on Liberty's Internet Web site under Informational Postings. Such information will be updated as required by applicable regulation(s) issued by the Commission.

22.2 All terms and conditions set forth in this FERC Gas Tariff shall be applied in a non-discriminatory manner without preference to Liberty's marketing and energy affiliates.

22.3 Liberty shall provide service under all rate schedules on a basis that is equal in quality for all gas supplies stored, parked, loaned, balanced, imbalance traded and/or wheeled by Liberty under such rate schedules.

22.4 Complaints regarding Liberty's compliance with Liberty's Standards of Conduct compliance procedures in providing storage and/or transportation services' pursuant to any of the rate schedules set forth in this FERC Gas Tariff shall be communicated to Liberty with a designation that it is a Standards of Conduct regulation complaint, and shall contain a clear and complete statement of the nature and basis of the complaint, together with supporting documentation, if any. Information regarding the appropriate contact personnel shall be posted on Liberty's Internet Web site. Within forty-eight (48) hours of receipt of such information, an officer of Liberty shall orally respond to the complaint, and within thirty (30) days of the receipt of the complaint, an officer of Liberty shall provide a written response to the complaint. In the event the required date of Liberty's response falls on a Saturday, Sunday or a holiday that affects Liberty, Liberty shall respond by the next business day

GENERAL TERMS AND CONDITIONS  
(Continued)

23. FORM OF SERVICE REQUEST

LIBERTY GAS STORAGE LLC  
SERVICE REQUEST

Send to:  
LIBERTY GAS STORAGE LLC  
Contract Administrator  
101 Ash Street  
San Diego, California 92101  
Telephone: (619) 696-2266  
Facsimile: (619) 699-1816  
e-mail: LibertyContractAdmin@SempraPipelines.com

NOTE: A check, as required by Section 3.3 of the General Terms and Conditions, must accompany each firm service request to be valid.

INFORMATION REQUIRED FOR VALID STORAGE REQUEST

NOTE: Any change in the facts set forth below, whether before or after service begins, must be promptly communicated to Liberty in writing.

23.1 Prospective Customer's name and address: (Note: the Customer is the party that has all lawful right and title to the Gas to be stored and that proposes to execute the Storage Service Agreement with Liberty).

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Attention: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

GENERAL TERMS AND CONDITIONS  
(Continued)

23.2 This request is for: (check one)

- Firm storage service under Rate Schedule FSS
- Secondary firm storage service under Rate Schedule SFS
- Interruptible parking service under Rate Schedule IP
- Interruptible wheeling service under Rate Schedule IW
- Interruptible loan service under Rate Schedule IL
- Interruptible balancing service under Rate Schedule IB
- Interruptible imbalance trading service under Rate Schedule IBT

GENERAL TERMS AND CONDITIONS  
(Continued)

23.3 Requested Firm and Secondary Firm Storage Service:

(a) Request Quantities

Maximum	Storage	Quantity	(MSQ)
_____	Maximum Daily Injection	Quantity	(MDIQ)
_____	Maximum Daily Withdrawal	Quantity	(MDWQ)
_____			

Transporter Name: \_\_\_\_\_

(b) Rate prospective Customer proposes to pay for storage service under Rate Schedules FSS or SFS:

Monthly Storage Reservation Charge  
(\$/Dth of MSQ)

Injection		Charge:
_____	Withdrawal	Charge:
_____	Excess	Injection
Charge:	_____	Excess
Withdrawal Charge:	_____	Fuel
Charge:	_____	

(c) Term of Service: \_\_\_\_\_  
Commencement Date: \_\_\_\_\_  
Termination Date: \_\_\_\_\_

GENERAL TERMS AND CONDITIONS  
(Continued)

23.4 Requested Interruptible Hub Services:

(a) Requested Quantities

Maximum Storage Quantity (MSQ)  
Maximum Daily Injection Quantity (MDIQ)  
Maximum Daily Withdrawal Quantity (MDWQ) (if  
applicable)

Transporter Name: \_\_\_\_\_

Maximum Daily Receipt Quantity (MDRQ)  
Maximum Daily Delivery Quantity (MDDQ)  
\_\_\_\_\_

(b) Rate Customer proposes to pay for Interruptible services under Rate Schedules IP, IW, IL, IBT, or IB:

Charge for Interruptible parking, wheeling, loan, imbalance trading, or balancing service, as applicable \_\_\_\_\_  
(\$/Dth of MDTQ or MDWQ, as applicable)

(c) Term of Service:

\_\_\_\_\_ Commencement

Date: \_\_\_\_\_

Termination Date:  
\_\_\_\_\_

For Interruptible wheeling service: Complete the information requested for the applicable pipeline. The Maximum Daily Receipt Quantity must equal the Maximum Daily Delivery Quantity. Only one Point of Receipt and one Point of Delivery per request. Use a separate request for additional transportation service needs.

23.5 Is Customer affiliated with Liberty ?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, type of affiliation and the percentage of ownership between Liberty and Customer: \_\_\_\_\_

23.6 Customer is a(n): (Check one)

\_\_\_\_\_ Local Distribution Company  
\_\_\_\_\_ Intrastate Pipeline Company  
\_\_\_\_\_ Interstate Pipeline Company  
\_\_\_\_\_ Marketer/Broker Producer  
\_\_\_\_\_ End User Other (please describe \_\_\_\_\_)

GENERAL TERMS AND CONDITIONS  
(Continued)

23.7 Customer's address for statements and invoices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

e-mail: \_\_\_\_\_

For all other matters:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

e-mail: \_\_\_\_\_

23.8 Acceptance of a service request is contingent upon Liberty's completion of a satisfactory credit appraisal. Prospective Customer must provide evidence of creditworthiness as outlined in Section 3.4 of the General Terms and Conditions of Liberty's currently effective FERC Gas Tariff.

By submitting this request, prospective Customer certifies further that it will execute, if tendered by Liberty, a Storage Service Agreement for the level of service requested herein.

THIS SERVICE REQUEST IS HEREBY SUBMITTED THIS \_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

Telephone number ( ) \_\_\_\_\_

e-mail: \_\_\_\_\_

Customer: \_\_\_\_\_ (Company Name)

GENERAL TERMS AND CONDITIONS

24. NORTH AMERICAN ENERGY STANDARDS BOARD

Liberty adopts or exceeds all of the Business Practices and Electronic Communication Standards which were required by the Commission in 18 C.F.R. Section 284.12(b) in accordance with Order Nos. 587, et al. In addition to the standards reflected in other provisions of this FERC Gas Tariff, the following NAESB standards, definitions and data sets, Version 1.8, are incorporated herein by reference:

General Standards:

0.1.1, 0.1.2, 0.2.1, 0.2.2, 0.2.3, 0.3.1, 0.3.2, 0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10, 0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15 and 0.4.1.

Nominations Related Standards:

1.1.7, 1.1.20, 1.1.21, 1.1.22, 1.2.1, 1.2.2, 1.2.5, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19, 1.3.2(vi), 1.3.3, 1.3.4, 1.3.7, 1.3.14, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.20, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.34, 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, 1.3.79, 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, and 1.4.7.

Flowing Gas Related Standards:

2.1.6, 2.2.1, 2.2.4, 2.2.5, 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, 2.3.14, 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, 2.3.26, 2.3.27, 2.3.28, 2.3.29, 2.3.31, 2.3.32, 2.3.33, 2.3.34, 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, 2.3.65, 2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.12, 2.4.12, 2.4.13, 2.4.14, 2.4.15, 2.4.16, 2.4.17 and 2.4.18.

Invoicing Related Standards:

3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.11, 3.3.12, 3.3.13, 3.3.14, 3.3.15, 3.3.16, 3.3.18, 3.3.20, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26, 3.4.1, 3.4.2, 3.4.3, and 3.4.4.

Issued by: William Rapp, Senior Counsel

Issued on: May 29, 2009

Effective on: August 1, 2009

Filed to comply with order of the Federal Energy Regulatory Commission,  
Docket No. RM96-1 029, issued February 24, 2009.

GENERAL TERMS AND CONDITIONS

24. NORTH AMERICAN ENERGY STANDARDS BOARD (continued)

Electronic Delivery Mechanism Related Standards:

4.1.40, 4.2.1, 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, 4.2.20,  
4.3.1, 4.3.2, 4.3.3, 4.3.5, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23,  
4.3.24, 4.3.25, 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, 4.3.38, 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, 4.3.56, 4.3.57, 4.3.58, 4.3.59, 4.3.60, 4.3.61,  
4.3.62, 4.3.65, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.73, 4.3.74,  
4.3.75, 4.3.76, 4.3.78, 4.3.79, 4.3.85, 4.3.85, 4.3.86, 4.3.87, 4.3.89,  
4.3.90, 4.3.91, 4.3.92 and 4.3.93.

Capacity Release Related Standards:

5.1.4, 5.2.2, 5.3.5, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.17, 5.3.18, 5.3.19,  
5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.29, 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, 5.3.47, 5.3.48, 5.3.52, 5.3.60, 5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5,  
5.4.6, 5.4.7, 5.4.8, 5.4.9, 5.4.10, 5.4.11, 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, 5.4.22 and 5.4.23.

Internet Electronic Transport Related Standards:

10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9,  
10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17,  
10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25,  
10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33,  
10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38, 10.3.1, 10.3.3, 10.3.4, 10.3.5,  
10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12, 10.3.13, 10.3.14,  
10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22,  
10.3.23, 10.3.24 and 10.3.25.

Issued by: William Rapp, Senior Counsel

Issued on: July 9, 2009

Effective on: August 1, 2009

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. RM96-1-029,  
issued February 24, 2009.

GENERAL TERMS AND CONDITIONS  
(Continued)

25. JOINT OBLIGATIONS

When Customer under a Storage Service Agreement consists of two or more persons, the obligations of such persons under such agreement shall be joint and several and, except as otherwise provided, any action provided to be taken by Customer shall be taken by such persons jointly.

26. NONDISCRIMINATORY WAIVER OF TARIFF PROVISIONS AND NONWAIVER OF FUTURE DEFAULTS

Liberty may waive any of its rights hereunder or any obligations of Customer on a basis which is not unduly discriminatory; provided that no waiver by either Customer or Liberty of any one or more defaults by the other in the performance of any provision of the Storage Service Agreement between Customer and Liberty shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

27. MODIFICATION

No modification to the terms and provisions of any Storage Service Agreement or exhibit thereto shall be or become effective except by the execution of a superseding Storage Service Agreement or exhibit thereto.

28. SUCCESSORS IN INTEREST

Any company which shall succeed by purchase, merger, consolidation or otherwise to the properties substantially as an entirety, of Liberty or of Customer, shall be entitled to the rights and shall be subject to the obligations of its predecessors in title under a Storage Service Agreement. In accordance with the capacity release procedures set forth in Section 4 of the General Terms and Conditions, Customer may, without relieving itself of its obligations under such Storage Service Agreement, assign any of its rights and obligations thereunder to another shipper, but otherwise no assignment of such Storage Service Agreement, or of any of the rights or obligations thereunder shall be made unless there first shall have been obtained the consent thereto of Liberty, in the event of any assignment by Customer, or the consent thereto of Customer, in the event of an assignment by Liberty. These restrictions on assignment shall not in any way prevent any party from pledging or mortgaging its rights under a Storage Service Agreement as security for its indebtedness.

GENERAL TERMS AND CONDITIONS  
(Continued)

29. DEFAULT AND TERMINATION

29.1 Customer shall be in default under this FERC Gas Tariff or the Storage Service Agreement if:

(a) Customer shall fail to pay any sums due to Liberty hereunder and such failure continues for a period of five (5) Business Days after written notice to Customer by Liberty;

(b) Customer fails to perform any of its material covenants or obligations under this FERC Gas Tariff or the Storage Service Agreement, other than obligations to make payments to Liberty, and Customer does not remedy such failure within a period of thirty (30) days after receipt of a notice from Liberty and indemnify and hold harmless Liberty from and against any losses resulting from such failure;

(c) Customer or its guarantor becomes insolvent, as set forth in Section 3.4(i); or

(d) A Material Adverse Change, as defined in Section 32.3, shall have occurred and Customer fails to provide Financial Assurances pursuant to Section 32.

29.2 In the event of any Default by Customer, in addition to all other remedies available to it pursuant to the Storage Service Agreements or at law and in equity, Liberty may do any or all of the following:

(a) refuse to accept any further deliveries of Gas from or on behalf of Customer pursuant to all or any transactions;

(b) refuse to deliver Gas to or on behalf of Customer pursuant to all or any transactions;

(c) set off any amount owing by Liberty to Customer pursuant to any transaction(s) against amounts otherwise owing by Customer to Liberty pursuant to any other transaction(s);

(d) suspend performance until Customer corrects the default in full; and

(e) terminate the Customer's Storage Service Agreement, provided that Liberty shall provide not less than thirty (30) days notice of such termination to the Customer and to FERC.

29.3 In the event Liberty shall have suspended service pursuant to Section 29.2, Customer may cause Liberty to resume or continue service by providing an advance payment equal to one Month's charges for service under the Customer's Storage Service Agreement(s) and providing Financial Assurances pursuant to Section 32 of these General Terms and Conditions within thirty (30) days of Liberty's notice of suspension. Liberty shall not charge Customer for services during any period of suspension pursuant to Section 29.2.

GENERAL TERMS AND CONDITIONS  
(Continued)

30. POLICY WITH RESPECT TO FEES AND CONSTRUCTION OF NEW FACILITIES

30.1 Except as provided in Section 30.2 herein, Customer shall reimburse Liberty (a) for the costs of any facilities installed by Liberty with Customer's consent to receive, measure, store or deliver Gas for Customer's account and (b) for any and all filings and approval fees required in connection with Customer's Storage Service Agreement that Liberty is obligated to pay to the Commission or any other governmental authority having jurisdiction. Any reimbursement due Liberty by Customer pursuant to this Section 30.1 shall be due and payable to Liberty within ten (10) days of receipt by Customer of Liberty's invoice(s) for same; provided, however, that subject to Liberty's consent, such reimbursement, plus carrying charges thereon, may be amortized over a mutually agreeable period not to extend beyond the primary contract term of the Storage Service Agreement between Liberty and Customer. Carrying charges shall be computed utilizing interest factors acceptable to both Liberty and Customer.

30.2 Liberty may waive from time to time, at its discretion, all or a portion of the facility cost reimbursement requirement set forth in Section 30.1 for Rate Schedules FSS and SFS if Customer provides Liberty adequate assurances to make construction of the facilities economical to Liberty. All requests for waiver shall be handled by Liberty in a manner which is not unduly discriminatory. For purposes of determining whether a project is economical, Liberty will evaluate projects on the basis of various economic criteria, which will include the estimated cost of the facilities, operating and maintenance as well as administrative and general expenses attributable to the facilities, the revenues Liberty estimates will be generated as a result of such construction, and the availability of capital funds on terms and conditions acceptable to Liberty. In estimating the revenues to be generated, Liberty will evaluate the existence of capacity limitations downstream of the facilities, the marketability of the capacity, the Interruptible versus the firm nature of the service, and other similar factors which impact whether the available capacity will actually be utilized.

31. OFF-SYSTEM CAPACITY

Liberty may, from time to time, acquire transportation and/or storage capacity on a third-party pipeline system. Liberty will only provide transportation and storage services for others using such capacity pursuant to its open access FERC Gas Tariff subject to its rates approved by the Federal Energy Regulatory Commission. For purposes of transactions entered into subject to this Section 31, the "shipper must hold title" policy is waived to permit such use.

GENERAL TERMS AND CONDITIONS  
(Continued)

32. CREDITWORTHINESS - FINANCIAL ASSURANCES.

32.1 (a) Liberty shall not be required to (i) execute a Storage Service Agreement providing for service under the applicable Rate Schedule for any Customer who fails to meet Liberty's standards for creditworthiness, or (ii) initiate service for a Customer who fails to meet Liberty's standards for creditworthiness, or (iii) continue storage service for any Customer who is or has become insolvent or who, at Liberty's request, fails within a reasonable period to demonstrate creditworthiness pursuant to Liberty's standards. Liberty shall apply consistent evaluation practices to all similarly situated Customers to determine the Customer's financial ability to satisfy the payment obligations due to Liberty over the term of the requested service agreement.

(b) For purposes herein, a Customer shall be deemed creditworthy if its senior unsecured debt securities are rated at least "BBB-" by Standard & Poor's Corporation and "Baa3" by Moody's Investors Service, Inc., provided that Customer shall be deemed creditworthy if Customer's senior unsecured debt securities (i) are rated by only Standard & Poor's Corporation and such rating is at least "BBB-" or (ii) are rated by only Moody's Investors Service, Inc. and such rating is at least "Baa3".

32.2 If Customer is unable to satisfy the requirement in Section 32(b), Liberty will, at Customer's request, perform a creditworthiness review. As a part of this review, Liberty may require, either with the request for service or at any future time as necessary for Liberty to conduct on-going credit evaluations of Customer, that Customer provide Liberty with the following information to allow Liberty to determine Customer's creditworthiness and the level of service, if any, that can be provided to Customer without the requirements that Customer provide security for payment as provided in Section 32.3.

(a) Customer shall provide current financial statements (balance sheet, income statement and statement of cash or cash flow), annual reports, 10-K reports or other filings with regulatory agencies which discuss Customer's financial status; a list of all corporate affiliates, parent companies and subsidiaries; and any reports from credit reporting and bond rating agencies which are available. Liberty shall determine the acceptability of the Customer's overall financial condition. If audited financial statements are not available, then Customer's Chief Financial Officer should provide attestation that the information shown in the unaudited statement is true, correct and a fair representation of the Customer's financial condition.

(b) Customer shall provide a bank reference and at least two trade references. The results of reference checks and any credit reports submitted in (a) above must show that Customer's obligations are being paid on a prompt basis.

(c) Customer shall confirm in writing that Customer is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Customer who is a debtor in possession operating under Chapter 11 of the Federal Bankruptcy Act but only with adequate assurance that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction.

(d) Customer shall confirm in writing that Customer is not aware of any current or anticipated change in business conditions which would cause a substantial deterioration in its financial condition, a condition of insolvency, the inability to exist as an ongoing business entity, or the inability to pay timely the rates and charges under its Service Agreement.

(e) Customers with an ongoing business relationship with Liberty shall have had no delinquent balances outstanding during the previous twelve months for services rendered by Liberty, and during that period Customer must have paid its account according to the established terms and not made deductions or withheld payment for claims not authorized by contract.

(f) Customer shall confirm in writing that no significant collection lawsuits or judgments are outstanding which could materially affect Customer's ability to remain solvent as a business entity.

(g) Customer shall promptly notify Liberty of any material change in its financial condition, which may adversely affect its creditworthiness.

GENERAL TERMS AND CONDITIONS  
(Continued)

32.3 Upon determination by Liberty that Customer has failed to satisfy or subsequently during the term of the Service Agreement no longer satisfies the credit criteria, or if guarantor fails to continue to satisfy the credit criteria, Liberty will notify Customer by certified mail and email, within 10 days of such determination, of the reasons for such determination. Such Customer may still obtain credit approval by Liberty if it elects to provide one of the following:

- (a) an advance deposit which shall be considered collateral held for security and not a pre-payment of services; provided, however, that any deposit shall earn interest at the Commission-approved rate or shall be made into an interest-bearing escrow account to which Liberty shall have access to payments for services if needed;
- (b) a standby irrevocable letter of credit issued by a bank to Liberty's satisfaction;
- (c) security interest in collateral found to be satisfactory to Liberty; or
- (d) a guarantee, acceptable to Liberty, by another person or entity which satisfies credit appraisal criteria set forth in this Section 32.

32.4 If Customer obtains credit approval by providing an advance deposit or other credit instrument and then subsequently satisfies the credit criteria, Liberty shall return to Customer any such advance deposit with interest. Customer shall continue to provide such advance deposit or credit instrument for a period of three Months following the termination of service, unless Customer pays all of the amounts of any invoices for service as reasonably determined by Liberty prior to that time.

32.5 For a Service Request on Liberty's existing facilities, the amount of the advance deposit, standby irrevocable letter of credit, security interest or guarantee shall not exceed an amount equal (a) for firm storage service, three Months of reservation charges, and (b) for interruptible storage or related services, three Months of projected usage charges, at the maximum applicable unit rate hereunder. For a Service Request for which Liberty has agreed to construct new facilities, the amount of the advance deposit, standby irrevocable letter of credit, security interest or guarantee should at all times equal (a) where the new facilities will enable Liberty to serve more than one Customer, Customer's share of the cost of the new facilities as reasonably determined by Liberty on a not unduly discriminatory basis and (b) where the new facilities will enable Liberty to serve only Customer, the entire cost of the new facilities.

32.6 Termination or suspension of service and a Service Agreement does not affect the validity or requirement of a letter of credit or guarantee in effect at the time service is terminated or suspended.

32.7 If Customer's or guarantor's credit standing ceases to meet Liberty's credit requirements during the period of service, then Liberty has the right to require security or a deposit as specified herein. If security or a deposit in an amount equal to one month of reservation or usage charges, as applicable, is not tendered within five (5) business days of Liberty's written request, then Liberty is not required to continue service. In addition, if such security or deposit is not increased to an amount equal to three months of reservation or usage charges, as applicable, within 30 days of Liberty's written request, then Liberty is not required to continue service. If Customer is unable to maintain credit approval, the executed Service Agreement shall terminate upon at least 30 days' written notice to Customer and the Commission. Liberty retains the right to pursue additional remedies, enforce any rights and affect any collection due to Liberty.

GENERAL TERMS AND CONDITIONS  
(Continued)

33. DISPOSITION OF RETAINED QUANTITIES

In the event that Liberty holds an auction for Gas quantities retained pursuant to Section 9 of Rate Schedule FSS, Sections 2 and 9 of Rate Schedule SFS, Sections 2 and 8 of Rate Schedule IP and Sections 2 and 8 of Rate Schedule IB, Liberty shall post such quantities on the Internet Web Site on the fifth Business Day following the fifteenth day of a month. Liberty shall accept bids only during the time period from 7:00 a.m. until 11:00 a.m. CCT on the seventh Business Day following the fifteenth of the month. Liberty shall award the Gas to the Customer submitting the highest bid, and shall notify the Customer submitting the highest bid prior to 4:00 p.m. CCT of the same Day on which Liberty accepts bids; provided, however, Liberty 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 Liberty under which Customer shall store the Gas in Liberty's facilities.

Liberty 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 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 Storage Service 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' invoices for the Month following the date of the final Commission order approving Liberty's penalty disbursement report; provided, however, that Liberty will calculate and include such credits on Qualifying Customers' invoices for a period shorter than twelve (12) Months in the event and to the extent that the total accumulated amount of auction collected pursuant to this Section 33 by Liberty as of the end of any Month exceeds \$1,000,000. Liberty will file a penalty disbursement report within sixty (60) days of July 31 or sixty (60) days after the end of the Month in which the revenue collected exceeds \$1,000,000. Any net proceeds credited to Qualifying Customers pursuant to this Section shall include interest calculated in accordance with Section 154.501(d) of the Commission's regulations.

34. CONFIDENTIALITY

The contents of all transactions entered into by the Parties shall be kept confidential by each, except to the extent that any information must be disclosed to a third party as required by law, for either party's financial needs, or for the purpose of effectuating the transaction. Notwithstanding this section, Liberty may elect to release such information when required by law, or when directed by a regulatory agency having jurisdiction, including any such directives to file to meet informational reporting requirements established by the Commission of any or all of the details concerning the provision of service to the Customer, including without limitation, the details of any transaction entered into between Liberty and Customer. Liberty shall take all reasonable steps to ensure that such regulatory agency treat Customer's information as commercially sensitive and confidential.

35. OPERATIONAL SALES

Liberty may sell gas from time to time to which it has retained or taken title pursuant to the provisions of this Tariff and which is in excess of its operational requirements. Such operational sales may be made to the extent necessary: (i) to maintain cavern pressure; (ii) to balance fuel quantities under storage agreements; (iii) to manage storage imbalance quantities; and/or (iv) to perform other operational functions in connection with the storage and other services provided by Liberty under this Tariff. Further, such operational sales shall be afforded the lowest service priority as established the General Terms and Conditions of this tariff. In its semi-annual report filed pursuant to Section 284.13 of the Commission's regulations, Liberty shall provide an explanation of the reasons for any operational sales, a description of such sales (consisting of date of each sale, the quantity and the price), and an explanation of how such sales are for operational purposes, are limited in volume and duration, and are incidental to its primary storage services. Prior to each operational sale of gas, Liberty shall post the following information on its Internet Web Site: (a) the quantity of gas to be sold; (b) any minimum quantity for bidding; (c) the date and time when all bids shall be due; (d) the date(s) when the gas will be purchased or sold; (e) any minimum or maximum daily quantity to be purchased or sold; (f) the point where the gas will be purchased or sold; and (g) the criteria to be used by Liberty in evaluating and selecting bids.

SHEET NOS. 156-199 ARE RESERVED FOR FUTURE USE.

FIRM STORAGE SERVICE AGREEMENT

(For Use Under Rate Schedule FSS)

This Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_, by and between Liberty GAS STORAGE LLC, a Delaware limited liability company herein called "Liberty," and \_\_\_\_\_ an \_\_\_\_\_, herein called "Customer," pursuant to the following recitals and representations:

NOW, THEREFORE, Liberty and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of Liberty's Rate Schedule FSS, and of this Agreement, Liberty shall on any Day receive for injection into storage for Customer's account a quantity of Gas up to Customer's Maximum Daily Injection Quantity of \_\_\_\_ Dth pursuant to the schedule attached hereto as Exhibit "A," shall store quantities of Gas so injected in the Liberty Gas Storage LLC underground gas storage facility located in Calcasieu Parish, Louisiana, up to a Maximum Storage Quantity of \_\_\_\_ Dth (on a cumulative basis), and on demand on any Day shall withdraw from Customer's Storage Inventory and deliver to Customer a quantity of Gas up to Customer's Maximum Daily Withdrawal Quantity of \_\_\_\_ Dth.

ARTICLE II - POINTS OF RECEIPT AND DELIVERY

The point(s) at which the Gas is to be tendered by Customer to Liberty under this Agreement shall be the point(s) designated on Exhibit "B" hereto (Customer's Point(s) of Receipt).

The point(s) at which the Gas is to be tendered by Liberty to Customer under this Agreement shall be the point(s) designated on Exhibit "B" hereto (Customer's Point(s) of Delivery).

ARTICLE III -  
PRICE

1. Customer agrees to pay Liberty the following charges for all Gas storage service furnished to Customer hereunder:

Storage reservation charge \_\_\_\_\_  
Storage injection charge \_\_\_\_\_ Storage  
withdrawal charge \_\_\_\_\_ Excess injection  
charge \_\_\_\_\_ Excess withdrawal charge  
\_\_\_\_\_ Fuel reimbursement  
\_\_\_\_\_

Title transfer charge \_\_\_\_\_

FIRM STORAGE SERVICE AGREEMENT  
(Continued)

(For Use Under Rate Schedule FSS)

2. Customer further agrees to pay Liberty all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule FSS.
3. Customer shall reimburse Liberty for all applicable taxes as may be assessed against Liberty for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in Liberty's Rate Schedule FSS and the provisions of Liberty's FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by Liberty ).

ARTICLE V - TERM OF AGREEMENT

1. This Agreement shall be effective as of \_\_\_\_\_, \_\_\_\_ and shall remain in force and effect until \_\_\_\_\_, \_\_\_\_ (the "Primary Term"). Thereafter, unless Customer and Liberty mutually agree that the provision set forth below in paragraph 2, of this Article V shall apply, this Agreement shall continue for successive terms of \_\_\_\_\_Month(s) each (the "Renewal Term"), provided that the original Primary Term was for a period of at least twelve (12) consecutive Months, unless either party gives \_\_\_\_\_days written notice to the other party prior to the end of the Primary Term or any Renewal Term thereafter.
2. In lieu of the second sentence of paragraph 1, of this Article V, Customer and Liberty may mutually agree by checking the box in the space provided below that the following provision regarding extension of this Agreement beyond the Primary Term shall apply. If Customer and Liberty do not check the box below, the following provision shall not apply.

- 1) The following provision shall apply in lieu of the second sentence of paragraph 1, of Article V:

If the Primary Term is a period of twelve (12) or more months, Customer shall have the option ("Customer Option") to extend this Agreement for an additional period of \_\_\_\_ (months) (years) from and alter the end of the Primary Term ("Extended Term") by providing Liberty written notice of its election to exercise the Customer Option at least nine (9) months prior to the end of the Primary Term. If Customer elects to exercise the Customer Option, then Customer shall pay Liberty the following charges for all Gas storage services furnished to Customer hereunder during the Extended Term:

Storage reservation charge:  
Storage injection charge:  
Storage withdrawal charge:  
Excess injection charge:  
Excess withdrawal charge:  
Fuel reimbursement:

If customer does not elect to exercise the Customer Option, Liberty shall have the option ("Liberty Option") to extend this Agreement for the Extended Term by providing Customer written notice of its election to exercise the Liberty Option at least six (6) months prior to the end of the Primary Term. If Liberty elects to exercise the Liberty Option, the Customer shall pay Liberty the following charges for all Gas storage services furnished to Customer hereunder during the Extended Term:

Storage reservation charge:  
Storage injection charge:  
Storage withdrawal charge:  
Excess injection charge:  
Excess withdrawal charge:  
Fuel reimbursement:

FIRM STORAGE SERVICE AGREEMENT  
(Continued)

(For Use Under Rate Schedule FSS)

ARTICLE VI - NOTICES

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the party intended to receive the same, as follows:

LIBERTY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

CUSTOMER:

NOTICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention:  
BILLING:  
Attention:

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Liberty or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of Liberty's FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

FIRM STORAGE SERVICE AGREEMENT  
(Continued)  
(For Use Under Rate Schedule FSS)

ARTICLE VIII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - PRIOR AGREEMENTS CANCELLED

Liberty and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto:

Storage Service Agreement, dated \_\_\_\_\_, \_\_\_\_

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

LIBERTY GAS STORAGE LLC

By \_\_\_\_\_

Title \_\_\_\_\_

Customer \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Exhibit A to the Firm Storage Service Agreement between Liberty and  
\_\_\_\_\_ (Customer)

The quantity of Gas Customer may inject pursuant to the Firm Storage Service Agreement at any time is determined by the following schedule:

Point of Receipt Pressure - PSIG \_\_\_\_\_

<u>Storage Inventory</u>	<u>800-850</u>	<u>851-900</u>	<u>901+</u>
0-20%			
21-40%			
41-60%			
61-80%			
81-100%			

The Storage Inventory is expressed as a percentage of Customer's MSQ.

Exhibit B to the Firm Storage Service Agreement between Liberty and  
\_\_\_\_\_ (Customer)

Point(s) of Receipt and Point(s) of Delivery:

Cameron Pipeline Company:

Maximum Daily Receipt Quantity (MDRQ) \_\_\_\_\_  
Maximum Daily Delivery Quantity (MDDQ) \_\_\_\_\_

Texas Eastern Transmission, LP:

Maximum Daily Receipt Quantity (MDRQ) \_\_\_\_\_  
Maximum Daily Delivery Quantity (MDDQ) \_\_\_\_\_

Florida Gas Transmission Company:

Maximum Daily Receipt Quantity (MDRQ) \_\_\_\_\_ Maximum Daily  
Delivery Quantity (MDDQ) \_\_\_\_\_

Transcontinental Gas Pipe Line Corporation:

Maximum Daily Receipt Quantity (MDRQ) \_\_\_\_\_  
Maximum Daily Delivery Quantity (MDDQ) \_\_\_\_\_

Trunkline Gas Transmission:

Maximum Daily Receipt Quantity (MDRQ) \_\_\_\_\_  
Maximum Daily Delivery Quantity (MDDQ) \_\_\_\_\_

Tennessee Gas Pipeline Company:

Maximum Daily Receipt Quantity (MDRQ) \_\_\_\_\_ Maximum Daily  
Delivery Quantity (MDDQ) \_\_\_\_\_

Port Arthur Pipeline Company:

Maximum Daily Receipt Quantity (MDRQ) \_\_\_\_\_  
Maximum Daily Delivery Quantity (MDDQ) \_\_\_\_\_

- Any point with an MDRQ and/or MDDQ that is greater than zero (0) is considered to be a Primary Point. All other points are considered to be Secondary Points.

SECONDARY FIRM STORAGE SERVICE AGREEMENT

(For Use Under Rate Schedule SFS)

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between Liberty GAS STORAGE LLC, a Delaware limited liability company herein called "Liberty," and \_\_\_\_\_ a \_\_\_\_\_, herein called "Customer," pursuant to the following recitals and representations:

NOW, THEREFORE, Liberty and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of Liberty's Rate Schedule SFS, and of this Agreement, Liberty shall receive on any Day for injection into storage for Customer's account a quantity of Gas up to Customer's Maximum Daily Injection Quantity of \_\_\_\_\_ Dth, shall store quantities of Gas so injected in the Liberty Gas Storage LLC underground gas storage facility located in Calcasieu Parish, Louisiana, up to a Maximum Storage Quantity of \_\_\_\_\_ Dth (on a cumulative basis) and on demand on any Day shall withdraw from Customer's Storage Inventory and deliver to Customer a quantity of Gas up to Customer's Maximum Daily Withdrawal Quantity of \_\_\_\_\_ Dth.

ARTICLE II - POINTS OF RECEIPT AND DELIVERY

The point(s) at which the Gas is to be tendered by Customer to Liberty under this Agreement shall be the point(s) designated on Exhibit "A" hereto (Customer's Point(s) of Receipt).

The point(s) at which the Gas is to be tendered by Liberty to Customer under this Agreement shall be the point(s) designated on Exhibit "A" hereto (Customer's Point(s) of Delivery).

ARTICLE III -  
PRICE

1. Customer agrees to pay Liberty the following charges for all Gas storage service furnished to Customer hereunder:

Storage reservation charge \_\_\_\_\_  
Storage injection charge \_\_\_\_\_ Storage withdrawal  
charge \_\_\_\_\_ Excess injection charge  
\_\_\_\_\_ Excess Withdrawal Charge  
\_\_\_\_\_ Fuel reimbursement  
\_\_\_\_\_

Title transfer charge \_\_\_\_\_

SECONDARY FIRM STORAGE SERVICE AGREEMENT  
(Continued)

(For Use Under Rate Schedule SFS)

2. Customer further agrees to pay Liberty all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule SFS.

3. Customer shall reimburse Liberty for all applicable taxes as may be assessed against Liberty for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition, Customer shall reimburse Liberty for Customer's pro rata portion, based on the MSQ of all Rate Schedule SFS Customers, of all ad valorem taxes, property taxes and/or other similar taxes assessed against and paid by Liberty.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in Liberty's Rate Schedule SFS and the provisions of Liberty's FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by Liberty ).

ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of \_\_\_\_\_, \_\_\_\_, and shall remain in force and effect until \_\_\_\_\_, \_\_\_\_ (the "Primary Term"). Thereafter, this Agreement shall continue for successive terms of \_\_\_\_\_ Months each (the "Renewal Term"), provided that the original Primary Term was for a period of at least twelve (12) consecutive Months, unless either party gives \_\_\_\_\_ days written notice to the other party prior to the end of the Primary Term or any Renewal Term thereafter.

SECONDARY FIRM STORAGE SERVICE AGREEMENT  
(Continued)

(For Use Under Rate Schedule SFS)

ARTICLE VI - NOTICES

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the party intended to receive the same, as follows:

LIBERTY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

CUSTOMER:

NOTICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

\_\_\_\_\_ BILLING:  
\_\_\_\_\_ Attention: \_\_\_\_\_

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE VII -TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Liberty or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of Liberty's FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

SECONDARY FIRM STORAGE SERVICE AGREEMENT  
(Continued)

(For Use Under Rate Schedule SFS)

ARTICLE VIII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - PRIOR AGREEMENTS CANCELLED

Liberty and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto:

Storage Service Agreement dated \_\_\_\_\_, \_\_\_\_

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

LIBERTY GAS STORAGE LLC

By \_\_\_\_\_

Title \_\_\_\_\_

Customer \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Exhibit A to the Secondary Firm Storage Service Agreement between Liberty and  
\_\_\_\_\_ (Customer)

Point(s) of Receipt and Point(s) of Delivery:

Cameron Pipeline Company:

Maximum Daily Receipt Quantity (MDRQ) \_\_\_\_\_  
Maximum Daily Delivery Quantity (MDDQ) \_\_\_\_\_

Texas Eastern Transmission, LP:

Maximum Daily Receipt Quantity (MDRQ) \_\_\_\_\_  
Maximum Daily Delivery Quantity (MDDQ) \_\_\_\_\_

Florida Gas Transmission Company:

Maximum Daily Receipt Quantity (MDRQ) \_\_\_\_\_  
Maximum Daily Delivery Quantity (MDDQ) \_\_\_\_\_

Transcontinental Gas Pipe Line Corporation:

Maximum Daily Receipt Quantity (MDRQ) \_\_\_\_\_  
Maximum Daily Delivery Quantity (MDDQ) \_\_\_\_\_

Trunkline Gas Transmission:

Maximum Daily Receipt Quantity (MDRQ) \_\_\_\_\_  
Maximum Daily Delivery Quantity (MDDQ) \_\_\_\_\_

Tennessee Gas Pipeline Company:

Maximum Daily Receipt Quantity (MDRQ) \_\_\_\_\_  
Maximum Daily Delivery Quantity (MDDQ) \_\_\_\_\_

Port Arthur Pipeline Company:

Maximum Daily Receipt Quantity (MDRQ) \_\_\_\_\_  
Maximum Daily Delivery Quantity (MDDQ) \_\_\_\_\_

HUB SERVICES AGREEMENT

(For Use Under Rate Schedules IP, IW, IL, IBT, and IB)

This Agreement is made as of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Liberty GAS STORAGE LLC, a Delaware limited liability company herein called "Liberty," and \_\_\_\_\_ a \_\_\_\_\_, herein called "Customer," pursuant to the following recitals and representations:

NOW, THEREFORE, Liberty and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of Liberty's Rate Schedules IP, IW, IL, IBT and/or IB, as applicable, and of this Agreement, Liberty shall provide Interruptible service for Customer and shall receive, inject, park, store, wheel, loan, withdraw and redeliver, as the case may be, quantities of Gas up to the Customer's MDIQ, MDRQ, MDWQ, MSQ, MDDQ and/or MDTQ, as applicable, as set forth on Exhibit B hereto.

ARTICLE II - POINTS OF RECEIPT AND DELIVERY

The point(s) at which the Gas is to be tendered by Customer to Liberty under this Agreement shall be at the point (s) located on the pipeline system(s) designated on Exhibit A hereto (Customer's Point(s) of Receipt).

The point(s) at which the Gas is to be tendered by Liberty to Customer under this Agreement shall be at the point(s) located on the pipeline system(s) designated on Exhibit A hereto (Customer's Point(s) of Delivery).

ARTICLE III - PRICE

1. Customer agrees to pay Liberty the charges for all Gas service furnished to Customer hereunder as set forth on Exhibit B hereto.
2. Where applicable, Customer agrees to pay in kind or dollars the Fuel Reimbursement amount as set forth on Exhibit B hereto.
3. Customer further agrees to pay Liberty all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedules IP, IW, IL, IBT, and IB, as applicable.

HUB SERVICES AGREEMENT  
(Continued)

(For Use Under Rate Schedule IP, IW, IL, IBT, and  
IB) ARTICLE IV - INCORPORATION OF RATE SCHEDULES  
AND TARIFF PROVISIONS

The terms and conditions specified in Liberty's Rate Schedules IP, IW, IL, IBT, and IB and the provisions of Liberty's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedules, Tariff or General Terms and Conditions as may from time to time be filed and made effective by Liberty ) are hereby incorporated into this Agreement and made applicable to each term, condition, and obligation hereof.

ARTICLE V - TERM OF AGREEMENT

This Agreement shall become effective on \_\_\_\_\_, \_\_\_\_\_, and shall remain in force and effect on a Month to Month basis unless terminated by either party upon a least thirty (30) days prior written notice to the other party.

ARTICLE VI -  
NOTICES

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the party intended to receive the same, as follows:

LIBERTY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

NOTICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

HUB SERVICES AGREEMENT  
(Continued)

(For Use Under Rate Schedules IP, IW, IL, IBT, and IB)

BILLING: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Liberty or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise no assignment of the Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of Liberty's FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VIII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - PRIOR AGREEMENTS CANCELLED

Liberty and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto:

Hub Services Agreement dated \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their proper officers thereunto duly authorized as of the date first hereinabove written.

LIBERTY GAS STORAGE LLC

By \_\_\_\_\_

Title \_\_\_\_\_

Customer \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Exhibit A  
to the Hub Services Agreement between Liberty and \_\_\_\_\_ (Customer)

Points of Receipt and/or Points of Delivery:

PIPELINE	METER #	PARISH	STATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Exhibit B  
 to the Hub Services Agreement  
 between Liberty and \_\_\_\_\_ (Customer)

CUSTOMER: \_\_\_\_\_ pursuant to the Hub Services Agreement executed by Customer on Liberty,  
 hereby directs and requests Hub Administrator to do the following:

Title Transfer: (from) \_\_\_\_\_ Title Transfer: (to) \_\_\_\_\_  
 Company Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Address \_\_\_\_\_ Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

RECEIPT POINT(S)

Flow Date	Pipeline Location Name	Volume Meter Name & Meter Number	Shipper's Name (Dth/d)	Shipper's	Contract Number
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

POINT(S) OF DELIVERY

Flow Date	Pipeline Location Name	Volume Meter Name & Meter Number	Shipper's Name (Dth/d)	Shipper's	Contract Number
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Exhibit B  
to the Hub Services Agreement between Liberty and \_\_\_\_\_ (Customer)  
(Continued)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hub Administrator & Customer agree that the following charges shall apply to this Hub Services Transaction:

Requested Service or Components Thereof

___ Parking	\$ _____ per Dth/time period	___ Title Transfer	\$ _____ per Dth
___ Wheeling	\$ _____ per Dth	___ Imbalance Trade	\$ _____ per Dth
___ Balancing	\$ _____ per Dth	___ Injection/withdrawal	\$ _____ per Dth
___ Loan	\$ _____ per Dth/time period	___ Fuel	\$ _____ per Dth
			in kind % _____ per Dth

Customer:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Hub Administrator Approval:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

FORM OF SERVICE AGREEMENT FOR CAPACITY RELEASE UMBRELLA AGREEMENT UNDER  
RATE SCHEDULES FSS AND SFS

This Capacity Release Umbrella Agreement, made and entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ (herein called "Replacement Customer"), and Liberty GAS STORAGE LLC, a Delaware limited liability company herein called "Liberty ",

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the Replacement Customer and Liberty hereby agree as follows:

ARTICLE I SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof, so long as the financial evaluation and credit appraisal requirements are met in order for Replacement Customer to be on Liberty's approved bidder list for capacity releases and to execute this Capacity Release Umbrella Agreement pursuant to Section 4 of the General Terms and Conditions of Liberty's FERC Gas Tariff, and this Capacity Release Umbrella Agreement is effective, Replacement Customer may bid from time to time on proposed capacity releases under Rate Schedules FSS and SFS pursuant to the procedure set forth in Section 4 of Liberty's General Terms and Conditions. If at any time a bid submitted by Replacement Customer is accepted by Liberty with respect to a given capacity release, Liberty will promptly finalize the appropriate Addendum to this Capacity Release Umbrella Agreement, in the format attached hereto. The parties agree that each Addendum is an integral part of this Capacity Release Umbrella Agreement as if executed by the parties hereto and fully copied and set forth herein at length and is binding on the parties hereto. Upon finalization of such Addendum, Replacement Customer and Liberty agree that Replacement Customer shall be considered for all purposes as a Customer with respect to the released service.

Upon the finalization of an Addendum, subject to the terms, conditions and limitations hereof and of Liberty's Rate Schedules FSS and SFS, Liberty agrees to provide the released service for Replacement Customer under the applicable Rate Schedule, provided however, the Replacement Customer shall have qualified under the financial evaluation and credit appraisal requirements set forth in Section 3 of Liberty's General Terms and Conditions at the time it submitted the bid Liberty accepted with respect to such release.

Replacement Customer hereby agrees promptly to provide any information necessary for Liberty to reevaluate Liberty's credit appraisal as contemplated by Section 3 of Liberty's General Terms and Conditions and to advise Liberty of any material change in the information previously provided by the Replacement Customer to Liberty.

FORM OF SERVICE AGREEMENT FOR CAPACITY RELEASE UMBRELLA AGREEMENT UNDER  
RATE SCHEDULES FSS AND SFS  
(Continued)

ARTICLE II TERM OF AGREEMENT

The term of this Capacity Release Umbrella Agreement shall commence on \_\_\_\_\_ and shall continue in force and effect until \_\_\_\_\_ and \_\_\_\_\_ to \_\_\_\_\_ thereafter unless this Capacity Release Umbrella Agreement is terminated as hereinafter provided. If Liberty determines at any time that Replacement Customer fails to meet the financial standards or credit criteria of Section 3 of the General Terms and Conditions, Liberty may terminate this Capacity Release Umbrella Agreement and all Addenda attached hereto prospectively in accordance with Section 3 the General Terms and Conditions of Liberty's FERC Gas Tariff.

ARTICLE III RATE SCHEDULES

This Capacity Release Umbrella Agreement does not have separate terms and conditions for particular services, but only provides a means by which a Replacement Customer may utilize a service subject to the applicable provisions of the relevant Storage Service Agreement and the terms and conditions for Rate Schedules FSS and SFS, by finalization of a copy of an Addendum attached hereto and fully incorporated herein as a part of this Capacity Release Umbrella Agreement.

Replacement Customer agrees that Liberty shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to this Capacity Release Umbrella Agreement (b) the terms and conditions of this Capacity Release Umbrella Agreement, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to this Capacity Release Umbrella Agreement. Liberty agrees that the Replacement Customer may protest or contest the aforementioned filings, and the Replacement Customer does not waive any rights it may have with respect to such filings.

ARTICLE IV ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Liberty's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Capacity Release Umbrella 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 regular mail to the post office address of the parties hereto, as the case may be, as follows:

- (a) Liberty: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- (b) Replacement Customer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

FORM OF SERVICE AGREEMENT FOR CAPACITY RELEASE UMBRELLA AGREEMENT UNDER  
RATE SCHEDULES FSS AND SFS  
(Continued) ARTICLE V INTERPRETATION

THE INTERPRETATION AND PERFORMANCE OF THIS CAPACITY RELEASE UMBRELLA AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT RECOURSE TO THE LAW GOVERNING CONFLICT OF LAWS.

This Capacity Release Umbrella Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, either State or Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE VI  
RELATIONSHIP BETWEEN REPLACEMENT CUSTOMER AND RELEASING CUSTOMER

The parties recognize that, pursuant to Commission orders, Releasing Customer may require that the Replacement Customer agree that a breach of this Capacity Release Umbrella Agreement, including a failure to pay, or to pay timely, by Replacement Customer under this Capacity Release Umbrella Agreement, constitutes a breach of contract as between Replacement Customer and Releasing Customer. The existence of such an agreement will be indicated on the appropriate Addendum to this Capacity Release Umbrella Agreement. If Replacement Customer fails to pay Liberty, fails to timely pay Liberty, or otherwise breaches this Capacity Release Umbrella Agreement with Liberty : (a) both Replacement Customer and Releasing Customer (except to the extent otherwise provided in Section 4 of the General Terms and Conditions and except with respect to penalties attributable to Replacement Customer's conduct) shall be liable to Liberty for such failure to pay or breach (it being understood that nothing in this Article VI relieves Releasing Customer from responsibility to pay Liberty in accordance with its Storage Service Agreements with Liberty ) and (b) if, as a result of such breach by Replacement Customer, Releasing Customer is accordingly required to pay Liberty or otherwise perform, Releasing Customer may have a cause of action for breach against Replacement Customer.

FORM OF SERVICE AGREEMENT FOR CAPACITY RELEASE UMBRELLA AGREEMENT UNDER  
RATE SCHEDULES FSS AND SFS  
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this Capacity Release Umbrella Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, as of the Day and year first above written.

LIBERTY GAS STORAGE LLC

By \_\_\_\_\_

Title \_\_\_\_\_

CUSTOMER \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

FORM OF SERVICE AGREEMENT FOR CAPACITY RELEASE UMBRELLA AGREEMENT UNDER  
RATE SCHEDULES FSS AND SFS  
(Continued)

Deal No.: \_\_\_\_\_  
Addendum Contract No.: \_\_\_\_\_  
Capacity Release Umbrella Agreement No.: \_\_\_\_\_

Addendum No. \_\_\_\_\_  
Capacity Release  
Rate Schedule \_\_\_\_\_

Replacement Customer: \_\_\_\_\_  
Releasing Customer: \_\_\_\_\_  
Releasing Customer's Contract No.: \_\_\_\_\_  
Begin Date of Release: \_\_\_\_\_  
End Date of Release: \_\_\_\_\_  
Rates: [Volumetric or Reservation]

Reservation Charge \$ \_\_\_\_\_

Surcharges:

Description	Rate
_____	\$ _____
_____	\$ _____
_____	\$ _____

FORM OF SERVICE AGREEMENT FOR CAPACITY RELEASE UMBRELLA AGREEMENT UNDER  
RATE SCHEDULES FSS AND SFS  
(Continued)

Addendum No. \_\_\_\_\_ (Cont.)  
Capacity Release  
Rate Schedule

Volume Commitment (Dth/Billing Period)

Maximum Storage Quantity (MSQ): \_\_\_\_\_ (Dth)

Maximum Daily Injection Quantity (MDIQ): \_\_\_\_\_ (Dth)

Maximum Daily Withdrawal Quantity (MDWQ): \_\_\_\_\_ (Dth)

Specific Firm Point(s) of Receipt:

M&R#	MDRQ	Effective From	Effective To
------	------	----------------	--------------

Specific Firm Point(s) of Delivery:

M&R#	MDDQ	Effective From	Effective To
------	------	----------------	--------------

FORM OF SERVICE AGREEMENT FOR CAPACITY RELEASE UMBRELLA AGREEMENT UNDER  
RATE SCHEDULES FSS AND SFS  
(Continued) Addendum No. \_\_\_\_ (Cont.) Capacity Release  
Rate Schedule

Is this capacity subject to right of recall? Yes \_\_\_\_ No \_\_\_\_

Recall Conditions (if applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are there any restrictions on released capacity? Yes \_\_\_\_

No \_\_\_\_ Restrictions (if applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Were Liberty's default bid evaluation criteria used? Yes \_\_\_\_ No \_\_\_\_

Evaluation Criteria (if applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Were contingent bids accepted? Yes \_\_\_\_ No \_\_\_\_

Contingency comments (if applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other Terms and Conditions of Release: [e.g., restrictions on release, third party agent and terms of third party agency relationship, and agreements between Replacement Customer and Releasing Customer]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum, entered into, pursuant to Liberty's capacity release program and to the executed Capacity Release Umbrella Agreement between Liberty and the Replacement Customer, is hereby made a part of and subject to the aforementioned Capacity Release Umbrella Agreement