



November 1, 2022

Ms. Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, DC 20426

**Blue Lake Gas Storage Company**  
700 Louisiana Street, Suite 1300  
Houston, TX 77002-2700

Jonathan Scullion  
Manager, Tariffs

**tel** 832.320.5520  
**email** Jonathan\_Scullion@tcenergy.com  
**web** www.gasnom.com/ip/bluelake/

Re: Blue Lake Gas Storage Company  
TC eConnects Implementation & Housekeeping  
Docket No. RP23 \_\_\_\_ -000

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act and Section 154 of the Federal Energy Regulatory Commission's ("FERC" or "Commission") regulations,<sup>1</sup> Blue Lake Gas Storage Company ("Blue Lake") hereby respectfully submits for filing and acceptance revised tariff sections to be part of its FERC Gas Tariff, Second Revised Volume No. 1 ("Tariff"), as more fully described below. Blue Lake respectfully requests that the Commission accept the revised tariff sections, included as Appendix A, to become effective December 1, 2022.

### **Correspondence**

The names, titles and mailing address of the persons to whom correspondence and communications concerning this filing should be directed are as follows:

Sorana Linder  
Director, Rates, Tariffs, & Modernizations  
\* Jonathan Scullion  
Manager, Tariffs  
Blue Lake Gas Storage Company  
700 Louisiana Street, Suite 1300  
Houston, Texas 77002-2700  
Tel. (832) 320-5520  
E-mail: jonathan\_scullion@tcenergy.com

\* Richard A. Kincheloe\*  
Legal Counsel  
Blue Lake Gas Storage Company  
700 Louisiana Street, Suite 1300  
Houston, Texas 77002-2700  
Tel. (832) 320-5585  
E-mail: rick\_kincheloe@tcenergy.com

\* Persons designated for official service pursuant to Rule 2010.

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<sup>1</sup> 18 C.F.R. Part 154.502 (2022).

## **Statement of Nature, Reasons and Basis for Filing**

The purpose of this filing is to update Blue Lake's Tariff to reflect the conversion from the current interactive customer activities system, Gasnom, to a new system, TC eConnects. Blue Lake's TC eConnects system will provide enhanced features and functionality which should provide greater value to shippers and operators. Blue Lake plans to transition to the TC eConnects system on December 1, 2022.

As part of the TC eConnects implementation, Blue Lake is proposing related modifications to its Tariff to become effective December 1, 2022. The proposed tariff changes include clarifying, streamlining and simplifying select provisions within the General Terms and Conditions ("GT&C") in order to better align the Blue Lake Tariff with the functionality provided by TC eConnects. Additionally, Blue Lake is proposing other minor modifications and housekeeping changes as part of the instant filing. Other than clarifications and housekeeping revisions, Blue Lake is not proposing to modify its existing transportation services as part of the instant filing. The proposed changes are more fully described below.

### **Modifications to Blue Lake's General Terms and Conditions**

In conjunction with the implementation of TC eConnects, Blue Lake is proposing updates to various provisions of the GT&C of its Tariff. The proposed GT&C changes are more fully described below.

- Section 6.10.2, GT&C, Interruptible and Overrun Storage – removed requirement that Customer shall submit to Seller the rate Customer is willing to pay for Interruptible or Overrun service at least five (5) Business Days prior to the start of such Month as Blue Lake no longer requires a five (5) Business Day lead time.

### **Miscellaneous and Housekeeping**

- Title Page – updated to reflect a change in the contact person to whom communications should be addressed.
- Part 3 (Maps) – updated to reflect a change to the currently effective Blue Lake map web address, in conjunction with the TC eConnects implementation.

- Sections 5.1.4, Rate Schedule FS; and 5.2.4, Rate Schedule IS – removed language that allows for rounding to the nearest one tenth of a cent for total rate computed for a specific transaction to improve accuracy in billing invoicing total.
- Section 5.1.8.8, Rate Schedule FS, Replacement Customer Prepayment – removed outdated provision, which provides that prior to the commencement of service, a Replacement Customer may be required to submit a prepayment, as any Replacement Customer must first establish creditworthiness pursuant to Section 6.11.5.
- Section 6.2.1, GT&C, Requests; Section 7.1, Service Agmts, Rate Schedule FS – updated Blue Lake address.
- Section 6.2.2, GT&C, Form of Request for Storage Service – removed language referencing Storage Service Request Forms that have been removed from the Tariff as part of this filing.
- Section 6.2.6. GT&C, Complaints – revised to clarify that complaints should be directed to Blue Lake’s Chief Compliance Officer, as well as to clarify that Blue Lake will make its initial response to a complaint filed pursuant to Section 6.2.6 within 48 hours.
- Section 7.2, Service Agmts, Rate Schedule IS – revised Blue Lake’s address and removed reference to Replacement Customer as it is not applicable to IS services.
- Section 7.3, Storage Service Request Form – removed the Storage Service Request Form as this form is not a jurisdictional agreement and, for the most part, is now redundant by the electronic submission of this data through Blue Lake’s EBB. In its place, Blue Lake is adding pursuant to Section 154.112 of the Commission’s regulations,<sup>2</sup> a section to list potential Non-Conforming Service Agreements.

### **Effective Date**

Blue Lake respectfully requests that the Commission accept the tariff sections, included herein as Appendix A, to become effective December 1, 2022.

### **Other Filings Which May Affect This Proceeding**

There are no other filings before the Commission that may significantly affect the tariff changes proposed herein.

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<sup>2</sup> 18 C.F.R. Part 154.112(b) (2022).

## **Contents of Filing**

In accordance with Section 154.7(a)(1) of the Commission's Regulations, Blue Lake is submitting an eTariff XML filing package, which includes:

- 1) This transmittal letter;
- 2) The clean tariff section (Appendix A); and
- 3) A marked version of the tariff section (Appendix B).

## **Certificate of Service**

As required by Section 154.7(b) and Section 154.208 of the Commission's regulations, copies of this filing are being served on all of Blue Lake's existing customers and upon any interested state regulatory agencies.

A copy of this letter, together with any attachments, is available during regular business hours for public inspection at Blue Lake's place of business.

Pursuant to Section 385.2005 of the Commission's Regulations, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of his knowledge and belief. The undersigned possesses full power and authority to sign such filing.

Respectfully submitted,

BLUE LAKE GAS STORAGE COMPANY



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Jonathan Scullion  
Manager, Tariffs

# Appendix A

## *Blue Lake Gas Storage Company, FERC Gas Tariff, Second Revised Volume No. 1*

### Clean Tariff Sections

<b>Description</b>	<b>Version</b>
Title Page	v.1.0.0
Part 3 - Maps	v.3.0.0
5.1.4 – Rate Schedule FS, Rates and Charges	v.2.0.0
5.1.8.8 – Rate Schedule FS, Replacement Customer Prepayment	v.2.0.0
5.2.4 – Rate Schedule IS, Rates and Charges	v.2.0.0
6.2.1 – GT&C, Requests	v.2.0.0
6.2.2 – GT&C, Form of Request for Storage Service	v.2.0.0
6.2.6 – GT&C, Complaints	v.2.0.0
6.10.2 – GT&C, Interruptible Storage	v.2.0.0
6.14 – GT&C, Internet Website	v.2.0.0
7.1 – Service Agreements, Rate Schedule FS	v.3.0.0
7.2 – Service Agreements, Rate Schedule IS	v.2.0.0
7.3 – Service Agreements, Non-Conforming Service Agreements	v.2.0.0

FERC GAS TARIFF

Second Revised Volume No. 1

of

Blue Lake Gas Storage Company

Filed With

FEDERAL ENERGY REGULATORY COMMISSION

Communications Covering This Tariff Should  
Be Addressed To:

Sorana Linder  
Director, Rates, Tariffs, and Modernization  
Blue Lake Gas Storage Company  
Mailing Address: P.O. Box 2446  
Houston, TX 77252-2446  
Courier Address: 700 Louisiana Street, Suite 1300  
Houston, Texas 77002-2700  
Phone: (832) 320-5209

The currently effective system map is available on Blue Lake's Internet Website at  
<https://ebb.tceconnects.com/infopost/Documents.aspx?Folder=%5C%5Cblgsc%5C%5Cmaps>

#### 5.1.4 RATES AND CHARGES

The amounts which shall be paid by Customer to Seller for each Month during the period of service hereunder shall include the sum of the charges due under the subsections of this Section 5.1.4 and charges under Section 5.1.5, below, that are applicable to Customer for such Month, computed by use of the applicable rates set forth in Section 4.1 of this Tariff which are effective during such Month or portions thereof.

If, at initiation of service, service is provided for only a portion of a Month, any applicable reservation fee shall be prorated for the number of Days that service is provided.

Blue Lake Gas Storage Company  
FERC Gas Tariff  
Second Revised Volume No. 1

PART 5.1.8.8  
5.1.8.8- Rate Schedule FS  
Replacement Customer Prepayment  
v.2.0.0 Superseding v.1.0.0

Issued: November 1, 2022  
Effective: December 1, 2022

Docket No.  
Accepted:

#### 5.2.4 RATES AND CHARGES

The amounts which shall be paid by Customer to Seller for each Month during the period of service hereunder shall include the sum of the amounts due under the subsections of this Section 5.2.4 and charges under Section 5.2.5, below, that are applicable to Customer for such Month, computed by use of the applicable rates set forth in Section 4.1 of this Tariff which are effective during such Month or portions thereof.

6.2.1 Requests. To seek to qualify for Storage Service pursuant to Rate Schedules FS or IS, a potential Customer shall submit a Request for such Service in writing to the Seller. Seller shall evaluate and respond to such requests as soon as is reasonably possible, and shall begin service, if an Agreement is executed, as soon as is reasonably possible, after execution of the Agreement. Such a Request shall be considered acceptable only if the information specified in Section 6.2.2, below, is provided in writing, but Seller may waive all or any portion of such information in individual instances, when the information is already in the possession of Seller. Each Request for Service under Rate Schedule FS by or on behalf of each proposed Customer shall be accompanied by refundable earnest money in the form of either Wire Transfer or a check payable to Blue Lake Gas Storage Company in the amount of the lesser of ten thousand dollars (\$10,000) or the aggregate reservation charges which would be due for two Months of service for such requested service, which amount shall be applied, until fully used, against the first amounts due by Customer to Seller as reservation charges; provided, however, that if the request is not accepted by Seller or if service is not otherwise offered, Seller will refund earnest money thirty (30) Days after notice to potential Customer that Seller is not accepting offer.

Requests for service shall be sent to:

Blue Lake Gas Storage Company  
700 Louisiana Street, Suite 1300  
Houston, Texas 77002-2700  
Attention: Commercial Operations

## 6.2.2 Form of Request for Storage Service.

- (a) Each request, to be considered as an acceptable and valid request, must furnish the portion of the information set forth below.
- (b) Requestor's Identification: Name, address, representative, telephone number of party requesting service.
- (c) Customer's Identification: (Note: The "Customer" is the party which proposes to execute the Agreement).
  - (1) Name, address, representative and telephone number of Customer.
  - (2) A statement of whether Customer is a local distribution company, an intrastate pipeline, an interstate pipeline, marketer/broker, producer, end user or other type of entity (which shall be described).
  - (3) A statement of whether Customer is acting for itself or as agent for someone else (who must be named).
  - (4) A statement of whether Customer is a Replacement Customer and the contract number under which Replacement Customer is requesting service.
- (d) Type of Service(s) Requested: Specify for which Volume No. 1 Rate Schedule service is desired.
- (e) Quantity: (stated in Dekatherms)
  - (1) Maximum Storage Quantity, which shall not be less than 100,000 Dekatherms, except for volumes under Section 5.1.8 of Rate Schedule FS.
  - (2) Storage Demand Withdrawal Quantity, which shall be one seventieth (1/70) of the Maximum Storage Quantity.
- (f) Term of Service:
  - (1) Date service is requested to commence.
  - (2) Date service is requested to terminate (Agreements for FS shall terminate on March 31).
- (g) Certified Statement: A certified statement that the Customer has, or will have, by the time of execution of an Agreement with Seller, title to, or the legal right to cause to be delivered to Seller, for Storage the Gas which is to be delivered to Seller and facilities or contractual rights which will cause such Gas to be delivered to and received from Seller.
- (h) Credit Evaluation:

- (1) Customer's Bank References.
- (2) Customer should submit year end audited financial statements of Customer together with the latest quarterly report.
- (3) Customer's Affiliates, including parent, subsidiaries of parent and of such subsidiaries, and subsidiaries of Customer.
- (4) In the event proceedings have been commenced by or against such Customer for any relief under any bankruptcy or insolvency law, or any law relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangement, composition or extension; or in the event a decree or order of a court having jurisdiction in the premises for the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of such Customer, or of a substantial part of its property, or for the winding up or liquidation of its affairs, shall have been entered, or any substantial part of the property of such Customer shall be sequestered or attached and shall not be returned to the possession of such Customer or released from such attachment within thirty (30) Days thereafter; or in the event such Customer shall make a general assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due, Customer shall be required to fully disclose any and all actions regarding the above described proceedings against Customer or related parties defined in Section 6.2.2(h)(3), above, in its Request for Service.
- (5) Any other information requested by Seller pursuant to Section 6.11.5 of these General Terms and Conditions.

6.2.6 Complaints. In the event that a Customer or potential Customer has a complaint relative to service under this Seller's Tariff, the Customer shall:

- (a) Provide a description of the complaint to Seller, verbally or in writing, including the identification of the Storage request (if applicable). Complaints should be directed to Seller's Chief Compliance Officer (CCO). The CCO's appropriate contact information is available via Seller's Internet Site.
- (b) Within forty-eight (48) hours, Seller will respond initially to the complaint and Seller shall respond in writing within thirty (30) Days advising Customer or potential Customer of the disposition of the complaint.

#### 6.10.2 Interruptible Storage.

- (a) Priority of Nominations for Interruptible Service: Seller, in determining the allocation of interruptible service capacity on any Day among Customers under Rate Schedule IS, which have nominated quantities of service desired on such Day, shall be assigned the order of priority of such service on the basis that the highest rate offered for such service shall be accorded the highest priority. If more than one nomination or request for interruptible Storage on a Day includes an offer of the same rate, then the order of priority as among such nominations or requests shall be the same, and if the available capacity is insufficient to provide the full level of service proposed in such nominations or requests, the service provided shall be allocated among such Customers pro rata based on the quantities nominated or requested.
- (b) A Customer desiring service under Rate Schedule IS in a Month shall submit to Seller, the rate that such Customer is willing to pay for such service in such Month. The rate submitted by Customer pursuant to the above provision shall be used to determine priority among nominations on each Day of such Month. Once Customer's nomination is accepted, and priority is assigned thereto pursuant to this section for such Month, such priority shall not be changed by the execution of new IS Agreements during the Month for service under Rate Schedule IS.
- (c) Notwithstanding the provisions of this Section 6.10.2, if a Customer under Rate Schedule IS fails to submit a timely nomination for service for a Month, pursuant to these General Terms and Conditions, for such service, then such Customer's priority for such service for that Month, shall be changed, on the first Day of that Month, to a ranking below that of all other Customers who have made timely nominations for service.

#### 6.14 INTERNET WEBSITE

Seller has established an Internet Website ("Internet Site") that will be available to any existing or potential Customer on Seller's system. The Internet Site shall be interactive and contain relevant informational posting requirements. Such site is located at [www.ebb.tceconnects.com/infopost/](http://www.ebb.tceconnects.com/infopost/). Seller shall notify Customer of any change to its Internet Site procedures or Web address.

Seller may also charge a fee to users of the Internet Site to recover variable costs associated with the Internet site.

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

THIS AGREEMENT entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Blue Lake Gas Storage Company, a Michigan general partnership, hereinafter referred to as "Seller," and \_\_\_\_\_, hereinafter referred to as "Customer."

W I T N E S S E T H

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

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

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
STORAGE SERVICE

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

ARTICLE II  
POINT OF INJECTION/WITHDRAWAL

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

ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a primary term commencing April 1, \_\_\_\_ and ending March 31, \_\_\_\_.

*(if applicable)* Seller has agreed to provide a contractual right of first refusal to Customer. Accordingly, Customer may extend the primary term of this Agreement pursuant to the procedures set forth in Section 6.10.1 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

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

Exhibit A to this Agreement shall specify the Rates and Charges and Additional charges which are applicable. When the level of any Additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate body for such changes to any rate(s) and terms and conditions set forth herein, in Rate Schedule FS or in the General Terms and Conditions of Seller's Tariff, as may be found

necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.

3. Further Agreement:

(Write None or specify the agreement).

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing by mail, e-mail, or other means as agreed to by the parties and sent to the address stated, as follows:

Seller: Blue Lake Gas Storage Company  
700 Louisiana Street, Suite 1300  
Houston, Texas 77002-2700  
Attention: Commercial Operations

Customer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule FS and the General Terms and Conditions of Seller's Tariff are specifically incorporated herein by reference and made a part hereof.

ARTICLE VII  
MISCELLANEOUS

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

2. Replacement Customer.

[If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]

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

Blue Lake Gas Storage Company

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_

Its \_\_\_\_\_

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

THIS AGREEMENT entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Blue Lake Gas Storage Company, a Michigan general partnership, hereinafter referred to as "Seller," and \_\_\_\_\_, hereinafter referred to as "Customer."

W I T N E S S E T H

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

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

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
STORAGE SERVICE

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

ARTICLE II  
POINT OF INJECTION/WITHDRAWAL

1. Customer shall deliver or cause to be delivered Gas hereunder at the Point of Injection/Withdrawal.

Seller shall Tender to or for the account of Customer, Equivalent Quantities of Gas stored hereunder, at the Point of Injection/Withdrawal.

ARTICLE III  
TERM OF AGREEMENT

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

ARTICLE IV  
RATE SCHEDULE AND CHARGES

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

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

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate body for such changes to any rate(s) and terms and conditions set forth herein in Rate Schedule IS or in the General Terms and Conditions of Seller's Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement:  
(Write None or specify the agreement).

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing by mail, e-mail, or other means as agreed to by the parties and sent to the address stated, as follows:

Seller: Blue Lake Gas Storage Company  
700 Louisiana Street, Suite 1300  
Houston, Texas 77002-2700  
Attention: Commercial Operations

Customer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule IS and the General Terms and Conditions of Seller's Tariff are specifically incorporated herein by reference and made a part hereof.

ARTICLE VII  
MISCELLANEOUS

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

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

Blue Lake Gas Storage Company

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_

(Customer)

By \_\_\_\_\_

Its \_\_\_\_\_

REFERENCE TO CUSTOMERS HAVING NON-CONFORMING SERVICE AGREEMENTS  
PURSUANT TO SECTION 154.112(B) OF THE COMMISSION'S REGULATIONS:

<u>Customer</u>	<u>Rate Schedule</u>	<u>Contract Number</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Docket No.</u>
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# Appendix B

## *Blue Lake Gas Storage Company, FERC Gas Tariff, Second Revised Volume No. 1*

### Marked Tariff Sections

<b>Description</b>	<b>Version</b>
Title Page	v.1.0.0
Part 3 - Maps	v.3.0.0
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5.2.4 – Rate Schedule IS, Rates and Charges	v.2.0.0
6.2.1 – GT&C, Requests	v.2.0.0
6.2.2 – GT&C, Form of Request for Storage Service	v.2.0.0
6.2.6 – GT&C, Complaints	v.2.0.0
6.10.2 – GT&C, Interruptible Storage	v.2.0.0
6.14 – GT&C, Internet Website	v.2.0.0
7.1 – Service Agreements, Rate Schedule FS	v.3.0.0
7.2 – Service Agreements, Rate Schedule IS	v.2.0.0
7.3 – Service Agreements, Non-Conforming Service Agreements	v.2.0.0

FERC GAS TARIFF

Second Revised Volume No. 1

of

Blue Lake Gas Storage Company

Filed With

FEDERAL ENERGY REGULATORY COMMISSION

Communications Covering This Tariff Should  
Be Addressed To:

Sorana Linder~~Joan Collins~~  
~~Manager~~Director, Rates, Tariffs, and Modernization~~Tariffs and~~  
~~Compliance~~

Blue Lake Gas Storage Company

Mailing Address: P.O. Box 2446

Houston, TX 77252-2446

Courier Address: ~~717 Texas Street~~700 Louisiana Street,  
Suite 1300

Houston, Texas 77002-2700~~61~~

Phone: (832) 320-5209~~651~~

Fax: ~~(832) 320-6651~~

The currently effective system map is available on Blue Lake's Internet Website at  
~~[www.gasnom.com/ip/Bluelake/map](http://www.gasnom.com/ip/Bluelake/map)~~

<https://ebb.tceconnects.com/infopost/Documents.aspx?Folder=%5C%5Cblgsc%5C%5Cmaps>

#### 5.1.4 RATES AND CHARGES

The amounts which shall be paid by Customer to Seller for each Month during the period of service hereunder shall include the sum of the charges due under the subsections of this Section 5.1.4 and charges under Section 5.1.5, below, that are applicable to Customer for such Month, computed by use of the applicable rates set forth in Section 4.1 of this Tariff which are effective during such Month or portions thereof.

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

~~5.1.8.8 Replacement Customer Prepayment. Prior to the commencement of service pursuant to any release request, the Replacement Customer shall submit to Seller, in accordance with Section 6.2.1 of the General Terms and Conditions of this Tariff, hereunder, a check in an amount equal to the lesser of \$10,000 or the aggregate reservation charges which would be due for two Months of released service.~~

#### 5.2.4 RATES AND CHARGES

The amounts which shall be paid by Customer to Seller for each Month during the period of service hereunder shall include the sum of the amounts due under the subsections of this Section 5.2.4 and charges under Section 5.2.5, below, that are applicable to Customer for such Month, computed by use of the applicable rates set forth in Section 4.1 of this Tariff which are effective during such Month or portions thereof.

~~Each total rate computed for a specific transaction shall be rounded to the nearest one tenth of a cent.~~

6.2.1 Requests. To seek to qualify for Storage Service pursuant to Rate Schedules FS or IS, a potential Customer shall submit a Request for such Service in writing to the Seller. Seller shall evaluate and respond to such requests as soon as is reasonably possible, and shall begin service, if an Agreement is executed, as soon as is reasonably possible, after execution of the Agreement. Such a Request shall be considered acceptable only if the information specified in Section 6.2.2, below, is provided in writing, but Seller may waive all or any portion of such information in individual instances, when the information is already in the possession of Seller. Each Request for Service under Rate Schedule FS by or on behalf of each proposed Customer shall be accompanied by refundable earnest money in the form of either Wire Transfer or a check payable to Blue Lake Gas Storage Company in the amount of the lesser of ten thousand dollars (\$10,000) or the aggregate reservation charges which would be due for two Months of service for such requested service, which amount shall be applied, until fully used, against the first amounts due by Customer to Seller as reservation charges; provided, however, that if the request is not accepted by Seller or if service is not otherwise offered, Seller will refund earnest money thirty (30) Days after notice to potential Customer that Seller is not accepting offer.

Requests for service shall be sent to:

Blue Lake Gas Storage Company  
700 Louisiana Street, Suite 1300~~717 Texas Street~~  
Houston, Texas 77002-2700~~64~~  
Attention: Commercial Operations~~Services~~

## 6.2.2 Form of Request for Storage Service.

- (a) Each request, to be considered as an acceptable and valid request, must furnish the portion of the information set forth below. ~~The "Blue Lake Gas Storage Company's Storage Service Request Form" is set forth in Section 7.3 of this Tariff and may be changed from time to time and reissued by Seller.~~
- (b) Requestor's Identification: Name, address, representative, telephone number of party requesting service.
- (c) Customer's Identification: (Note: The "Customer" is the party which proposes to execute the Agreement).
- (1) Name, address, representative and telephone number of Customer.
  - (2) A statement of whether Customer is a local distribution company, an intrastate pipeline, an interstate pipeline, marketer/broker, producer, end user or other type of entity (which shall be described).
  - (3) A statement of whether Customer is acting for itself or as agent for someone else (who must be named).
  - (4) A statement of whether Customer is a Replacement Customer and the contract number under which Replacement Customer is requesting service.
- (d) Type of Service(s) Requested: Specify for which Volume No. 1 Rate Schedule service is desired.
- (e) Quantity: (stated in Dekatherms)
- (1) Maximum Storage Quantity, which shall not be less than 100,000 Dekatherms, except for volumes under Section 5.1.8 of Rate Schedule FS.
  - (2) Storage Demand Withdrawal Quantity, which shall be one seventieth (1/70) of the Maximum Storage Quantity.
- (f) Term of Service:
- (1) Date service is requested to commence.
  - (2) Date service is requested to terminate (Agreements for FS shall terminate on March 31).
- (g) Certified Statement: A certified statement that the Customer has, or will have, by the time of execution of an Agreement with Seller, title to, or the legal right to cause to be delivered to Seller, for Storage the Gas which is to be delivered to Seller and facilities or contractual rights which will cause such Gas to be delivered to and received from Seller.

(h) Credit Evaluation:

- (1) Customer's Bank References.
- (2) Customer should submit year end audited financial statements of Customer together with the latest quarterly report.
- (3) Customer's Affiliates, including parent, subsidiaries of parent and of such subsidiaries, and subsidiaries of Customer.
- (4) In the event proceedings have been commenced by or against such Customer for any relief under any bankruptcy or insolvency law, or any law relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangement, composition or extension; or in the event a decree or order of a court having jurisdiction in the premises for the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of such Customer, or of a substantial part of its property, or for the winding up or liquidation of its affairs, shall have been entered, or any substantial part of the property of such Customer shall be sequestered or attached and shall not be returned to the possession of such Customer or released from such attachment within thirty (30) Days thereafter; or in the event such Customer shall make a general assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due, Customer shall be required to fully disclose any and all actions regarding the above described proceedings against Customer or related parties defined in Section 6.2.2(h)(3), above, in its Request for Service.
- (5) Any other information requested by Seller pursuant to Section 6.11.5 of these General Terms and Conditions.

6.2.6 Complaints. In the event that a Customer or potential Customer has a complaint relative to service under this Seller's Tariff, the Customer shall:

- (a) Provide a description of the complaint to Seller, verbally or in writing, including the identification of the Storage request (if applicable); Complaints should be directed to Seller's Chief Compliance Officer (CCO). The CCO's ~~and communicate it to Seller. Information regarding the~~ appropriate contact information ~~personnel~~ is available via Seller's Internet Site.
- (b) Within forty-eight (48) hours, ~~or two Business Days, whichever is later from the Day of receipt of a complaint,~~ Seller will respond initially to the complaint and Seller shall respond in writing within thirty (30) Days advising Customer or potential Customer of the disposition of the complaint.

### 6.10.2 Interruptible Storage.

- (a) Priority of Nominations for Interruptible Service: Seller, in determining the allocation of interruptible service capacity on any Day among Customers under Rate Schedule IS, which have nominated quantities of service desired on such Day, shall be assigned the order of priority of such service on the basis that the highest rate offered for such service shall be accorded the highest priority. If more than one nomination or request for interruptible Storage on a Day includes an offer of the same rate, then the order of priority as among such nominations or requests shall be the same, and if the available capacity is insufficient to provide the full level of service proposed in such nominations or requests, the service provided shall be allocated among such Customers pro rata based on the quantities nominated or requested.
- (b) A Customer desiring service under Rate Schedule IS in a Month shall submit to Seller, ~~at least five (5) Business Days prior to the start of such Month,~~ the rate that such Customer is willing to pay for such service in such Month. The rate submitted by Customer pursuant to the above provision shall be used to determine priority among nominations on each Day of such Month. Once Customer's nomination is accepted, and priority is assigned thereto pursuant to this section for such Month, such priority shall not be changed by the execution of new IS Agreements during the Month for service under Rate Schedule IS.
- (c) Notwithstanding the provisions of this Section 6.10.2, if a Customer under Rate Schedule IS fails to submit a timely nomination for service for a Month, pursuant to these General Terms and Conditions, for such service, then such Customer's priority for such service for that Month, shall be changed, on the first Day of that Month, to a ranking below that of all other Customers who have made timely nominations for service.

#### 6.14 INTERNET WEBSITE

Seller has established an Internet Website ("Internet Site") ~~through the use of a third party provider Latitude Technologies, Inc.~~ that will be available to any existing or potential Customer on Seller's system. The Internet Site shall be interactive and contain relevant informational posting requirements. Such site is located at ~~"www.latec.com/bluelake"~~ [www.ebb.tceconnects.com/infopost/](http://www.ebb.tceconnects.com/infopost/)". Seller shall notify Customer of any change to its Internet Site procedures or Web address.

Seller may also charge a fee to users of the Internet Site to recover variable costs associated with the Internet site.

~~Latitude Technologies, Inc. shall maintain daily backups of all pipeline files and archive them for a period of three (3) years pursuant to Commission regulations, and shall allow any Customer access to such historical information, for a reasonable fee, within a reasonable period of any such request.~~

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

THIS AGREEMENT entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Blue Lake Gas Storage Company, a Michigan general partnership, hereinafter referred to as "Seller," and \_\_\_\_\_, hereinafter referred to as "Customer."

W I T N E S S E T H

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

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

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
STORAGE SERVICE

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

ARTICLE II  
POINT OF INJECTION/WITHDRAWAL

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

ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a primary term commencing April 1, \_\_\_\_ and ending March 31, \_\_\_\_.

*(if applicable)* Seller has agreed to provide a contractual right of first refusal to Customer. Accordingly, Customer may extend the primary term of this Agreement pursuant to the procedures set forth in Section 6.10.1 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

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

Exhibit A to this Agreement shall specify the Rates and Charges and Additional charges which are applicable. When the level of any Additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate body for such changes to any rate(s) and terms and conditions set forth herein, in Rate Schedule FS or in the General Terms and Conditions of Seller's Tariff, as may be found

necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.

3. Further Agreement:

(Write None or specify the agreement).

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing by mail, e-mail, or other means as agreed to by the parties and sent to the address stated ~~and mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be~~, as follows:

Seller: Blue Lake Gas Storage Company  
700 Louisiana Street, Suite 1300 ~~717 Texas Street~~  
Houston, Texas 77002-2700 ~~64~~  
Attention: Commercial ~~Services~~ Operations

Customer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule FS and the General Terms and Conditions of Seller's Tariff are specifically incorporated herein by reference and made a part hereof.

ARTICLE VII  
MISCELLANEOUS

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

2. Replacement Customer.

[If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]

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

Blue Lake Gas Storage Company

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_

Its \_\_\_\_\_

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

THIS AGREEMENT entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Blue Lake Gas Storage Company, a Michigan general partnership, hereinafter referred to as "Seller," and \_\_\_\_\_, hereinafter referred to as "Customer."

W I T N E S S E T H

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

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

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
STORAGE SERVICE

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

ARTICLE II  
POINT OF INJECTION/WITHDRAWAL

1. Customer shall deliver or cause to be delivered Gas hereunder at the Point of Injection/Withdrawal.

Seller shall Tender to or for the account of Customer, Equivalent Quantities of Gas stored hereunder, at the Point of Injection/Withdrawal.

ARTICLE III  
TERM OF AGREEMENT

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

ARTICLE IV  
RATE SCHEDULE AND CHARGES

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

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

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate body for such changes to any rate(s) and terms and conditions set forth herein in Rate Schedule IS or in the General Terms and Conditions of Seller's Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement:  
(Write None or specify the agreement).

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing by mail, e-mail, or other means as agreed to by the parties and sent to the address stated ~~and mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be~~, as follows:

Seller: Blue Lake Gas Storage Company  
~~717 Texas Street~~ 700 Louisiana Street, Suite 1300  
Houston, Texas 77002-~~2700~~2764  
Attention: Commercial ~~Services~~ Operations

Customer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule IS and the General Terms and Conditions of Seller's Tariff are specifically incorporated herein by reference and made a part hereof.

ARTICLE VII  
MISCELLANEOUS

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

~~2. Replacement Customer.~~

~~[If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]~~

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

Blue Lake Gas Storage Company

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_

Its \_\_\_\_\_

REFERENCE TO CUSTOMERS HAVING NON-CONFORMING SERVICE AGREEMENTS  
PURSUANT TO SECTION 154.112(B) OF THE COMMISSION'S REGULATIONS:

<u>Customer</u>	<u>Rate Schedule</u>	<u>Contract Number</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Docket No.</u>
-----------------	--------------------------	----------------------------	---------------------------	-----------------------------	-----------------------

~~Blue Lake Gas Storage Company  
Storage Service Request Form~~

~~Send to: Blue Lake Gas Storage Company ("Seller")  
717 Texas Street  
Houston, Texas 77002-2761 \_\_\_\_\_ Date Received~~

~~Attention: Commercial Services  
Telecopier No.: (832) 320-5677  
Verification: (832) 320-5474~~

~~NOTE: A check, if required by Section 6.2.1 of the General Terms and Conditions of Seller's  
FERC Gas Tariff, Second Revised Volume No. 1 ("Tariff"), must accompany each  
Storage Service Request to be valid.~~

~~INFORMATION REQUIRED FOR VALID STORAGE REQUEST~~

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

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

~~2. Is Requestor affiliated with Seller? YES \_\_\_\_\_ NO \_\_\_\_\_~~

~~If yes, type of affiliation and the percentage of ownership between Blue Lake and  
Requestor \_\_\_\_\_~~

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

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

~~Address for \_\_\_\_\_  
Statements \_\_\_\_\_  
& Invoices \_\_\_\_\_  
Attention: \_\_\_\_\_ Telephone ( ) \_\_\_\_\_~~

~~For All \_\_\_\_\_  
Other Matters \_\_\_\_\_  
Attention: \_\_\_\_\_ Telephone ( ) \_\_\_\_\_~~

~~Dispatch & Control Representative \_\_\_\_\_  
Attention: \_\_\_\_\_ Telecopier ( ) \_\_\_\_\_~~

~~4. Is Customer affiliated with Seller? YES \_\_\_\_\_ NO \_\_\_\_\_  
If yes, type of affiliation and the percentage of ownership between Seller and Customer  
\_\_\_\_\_~~

~~5. Customer is a(n): (Check One)  
\_\_\_\_\_ Local Distribution Company \_\_\_\_\_ Producer  
\_\_\_\_\_ Intrastate Pipeline Company \_\_\_\_\_ End User  
\_\_\_\_\_ Interstate Pipeline Company \_\_\_\_\_ Marketer/Broker  
\_\_\_\_\_ Other (Describe) \_\_\_\_\_~~

~~6. Customer is Acting: (Check One)  
\_\_\_\_\_ for Itself  
\_\_\_\_\_ as Agent for \_\_\_\_\_~~

~~7. This request is for: (Check One)  
\_\_\_\_\_ Firm Storage Service under Rate Schedule FS  
\_\_\_\_\_ Interruptible Storage Service under Rate Schedule IS~~

~~8. Requested Storage Demand Withdrawal Quantity (SDWQ) (FS Only)  
\_\_\_\_\_ Dekatherms per Day\*~~

~~\*Storage Demand Withdrawal Quantity for all firm services must be 1/70th of the  
Maximum Storage Quantity.~~

~~9. Requested Maximum Storage Quantity~~

~~\_\_\_\_\_ Dekatherms (Shall not be less than 100,000 Dth, except for volumes under Section 5.1.8 of Rate Schedule FS.)~~

~~10. Term of Service:~~

~~Date service is requested to commence: \_\_\_\_\_~~

~~Date service is requested to terminate: \_\_\_\_\_~~

~~(Agreements for FS shall commence on April 1 and terminate on March 31 of any following year)~~

~~11. Rate Information:~~

~~Does Customer agree to pay the applicable Maximum Rate(s) for the service?~~

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

~~If no, provide rate Customer will agree to pay for service requested, which shall not be less than the applicable Minimum Rate(s).~~

~~FIRM~~

~~Deliverability Monthly \_\_\_\_\_~~

~~Capacity Monthly \_\_\_\_\_~~

~~Injection \_\_\_\_\_~~

~~Withdrawal \_\_\_\_\_~~

~~INTERRUPTIBLE~~

~~Commodity Rate \_\_\_\_\_~~

~~12. Certified Statement:~~

~~By submitting this request, Customer certifies that Customer has or will have by the time of execution of an Agreement with Seller, title to, or the legal right to cause to be delivered to Seller, for Storage, the Gas which is to be stored and facilities or contractual rights which will cause such Gas to be delivered to and received from Seller.~~

~~13. Credit Evaluation: as required by Section 6.2.2(h) of the General Terms and Conditions of Seller's Tariff.~~

~~THIS STORAGE SERVICE REQUEST IS HEREBY SUBMITTED~~ this \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_