

FERC Gas Tariff
Original Volume No. 1
Of
SPIRE STORAGE WEST LLC
Filed with the
FEDERAL ENERGY REGULATORY COMMISSION

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TABLE OF CONTENTS

<u>Original Volume No. 1</u>	<u>Section No.</u>
Table of Contents	1.0
Preliminary Statement	2.0
System Map	3.0
Statement of Rates	4.0
FSS - Firm Storage Service	4.1
FHBS - Firm Hourly Balancing Service	4.2
FP - Firm Parking Service	4.3
FL - Firm Loan Service	4.4
EISS - Enhanced Interruptible Storage Service	4.5
EILS - Enhanced Interruptible Loan Service	4.6
EIWS - Enhanced Interruptible Wheeling Service	4.7
ISS - Interruptible Storage Service	4.8
IHBS - Interruptible Hourly Balancing Service	4.9
IP - Interruptible Parking Service	4.10
IL - Interruptible Loan Service	4.11
IW - Interruptible Wheeling Service	4.12
Rate Schedules:	5.0
FSS - Firm Storage Service	5.1
FHBS - Firm Hourly Balancing Service	5.2
FP - Firm Parking Service	5.3
FL - Firm Loan Service	5.4
EISS - Enhanced Interruptible Storage Service	5.5
EILS - Enhanced Interruptible Loan Service	5.6
EIWS - Enhanced Interruptible Wheeling Service	5.7
ISS - Interruptible Storage Service	5.8
IHBS - Interruptible Hourly Balancing Service	5.9
IP - Interruptible Parking Service	5.10
IL - Interruptible Loan Service	5.11
IW - Interruptible Wheeling Service	5.12

General Terms and Conditions:	6.0
Introductory Statement	6.1
Definitions	6.2
Request for Service	6.3
Creditworthiness	6.4
Storage Operations	6.5
Wheeling Operations	6.6
Nominations and Scheduling	6.7
Priority, Interruption of Service and Operational Flow Orders	6.8
Point(s) of Receipt and Point(s) of Delivery	6.9
Capacity Release	6.10
Quality	6.11
Pressure and Injection/Withdrawal Rates	6.12
Uniform Quantities	6.13
Title and Risk of Loss	6.14
Measurement	6.15
Billings and Payments	6.16
Taxes	6.17
Insurance	6.18
Force Majeure and Non-Force Majeure Service Interruptions	6.19
Notices	6.20
Fuel Reimbursement	6.21
Gas Title Transfers	6.22
Penalties	6.23
Transmission Provider Standards of Conduct	6.24
North American Energy Standards Board	6.25
Joint Obligations	6.26
Non-Discriminatory Waiver of Tariff Provisions and Non-Waiver of Future Defaults	6.27
Cross-Reference for Tariff-Permitted Provisions in Service Agreements	6.28
Modification	6.29
Successors in Interest	6.30
Default and Termination	6.31
Policy with Respect to Fees and Construction of New Facilities	6.32
Off-System Capacity	6.33
Disposition of Retained Quantities	6.34
Operational Sales	6.35

Form of Service Agreements:	7.0
Form of Service Request Forms	7.1
FSS - Firm Storage Service	7.2
FHBS - Firm Hourly Balancing Service	7.3
FP - Firm Parking Service	7.4
FL - Firm Loan Service	7.5
ISS - Interruptible Storage Service	7.6
IHBS - Interruptible Hourly Balancing Service	7.7
Hub Services:	
EISS - Enhanced Interruptible Storage Service	7.8
EILS - Enhanced Interruptible Loan Service	7.8
EIWS - Enhanced Interruptible Wheeling Service	7.8
IP - Interruptible Parking Service	7.8
IL - Interruptible Loan Service	7.8
IW - Interruptible Wheeling Service	7.8
Capacity Release Umbrella	7.9
List of Non-Conforming Service Agreements	8.0
1. [Reserved for Future Use]	8.1
2. Questar Gas Company	8.2
3. [Reserved for Future Use]	8.3

PRELIMINARY STATEMENT

This Original Volume No. 1 of the FERC Gas Tariff of Spire Storage West LLC (“Spire”) contains the Rate Statements, Rate Schedules and General Terms and Conditions (“GT&C”) applicable to open-access storage, hourly balancing, parking, wheeling, and loaning, services performed by Spire through use of its facilities located in Uinta County, Wyoming, pursuant to FSS, FP, FL, FHBS, EISS, EILS, EIWS, ISS, IHBS, IP, IW and IL Rate Schedules.

Spire has 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 Spire renders.

Spire 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 (“Commission” or “FERC”). Spire’s gas storage facility is connected to the facilities of the following natural gas pipelines:

- Kern River Gas Transmission Company
- Questar Pipeline Company
- Overthrust Pipeline Company
- Northwest Pipeline, GP
- Ruby Pipeline, L.L.C.

SYSTEM MAP

A map of the Spire system is available at: www.gasnom.com/ip/spirestoragewest/map

STATEMENT OF RATES

SECTION 4.1 FSS RATE STATEMENT - FIRM STORAGE SERVICE

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

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

Withdrawal Reservation Charge	Market Based/ Negotiable	\$/Dth/Month
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Payment shall be equal to the Withdrawal Reservation Charge specified in Customer's Firm Storage Service Agreement multiplied by Customer's Maximum Daily Withdrawal Quantity.

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

	<u>RATE</u>	<u>UNITS</u>
Excess Injection Charge	Market Based/ Negotiable	\$/Dth

Payment shall be equal to the Excess Injection Charge specified in Customer's Firm Storage Service Agreement multiplied by the Dth quantity Spire 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 Firm Storage Service Agreement multiplied by the Dth quantity Spire 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	In Kind %
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This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the GT&C of this FERC Gas Tariff and the Customer's Firm Storage Service Agreement.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the GT&C of this FERC Gas Tariff or the Firm Storage Service Agreement and all applicable surcharges, including, but not limited to, ACA charges. Pursuant to the requirements of Order No. 776, Transporter incorporates by reference the ACA unit charge specified on the FERC website in the annual notice issued by FERC entitled "FY [Year] Gas Annual Charges Correction for Annual Charges Unit Charge." When applicable, the ACA unit charge set forth in the annual notice will be effective the first day of October following issuance of the annual notice and shall extend to the last day of September of the following year.

SECTION 4.2 FHBS RATE STATEMENT - FIRM HOURLY BALANCING SERVICE

	<u>RATE</u>	<u>UNITS</u>
FHBS Storage Reservation Charge	Market Based/ Negotiable	\$/Dth/Month

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

Firm Hourly Balancing Reservation Charge	Market Based/ Negotiable	\$/Dth/Month
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Payment shall be equal to the Firm Hourly Balancing Reservation Charge specified in Customer's Firm Hourly Balancing Service Agreement multiplied by Customer's Maximum Hourly FHBS 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 Firm Hourly Balancing Service Agreement multiplied by the Dth quantity Customer shall have delivered to Spire 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 Firm Hourly Balancing Service Agreement multiplied by the Dth quantity Spire shall have withdrawn from storage for Customer's account for each Day during a given Month.

Fuel Reimbursement	Market Based/ Negotiable	In Kind %
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This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the GT&C of this FERC Gas Tariff and the Customer's Firm Hourly Balancing Service Agreement.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the GT&C of this FERC Gas Tariff or the Firm Hourly Balancing Service Agreement and all applicable surcharges, including, but not limited to, ACA charges. Pursuant to the requirements of Order No. 776, Transporter incorporates by reference the

ACA unit charge specified on the FERC website in the annual notice issued by FERC entitled “FY [Year] Gas Annual Charges Correction for Annual Charges Unit Charge.” When applicable, the ACA unit charge set forth in the annual notice will be effective the first day of October following issuance of the annual notice and shall extend to the last day of September of the following year.

SECTION 4.3 FP RATE STATEMENT - FIRM PARKING SERVICE

	<u>RATE</u>	<u>UNITS</u>
Firm Parking Reservation Charge	Market Based/ Negotiable	\$/Dth/Month

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

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

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

Fuel Reimbursement	Market Based/ Negotiable	In Kind %
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This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the GT&C of this FERC Gas Tariff and the Customer's Firm Parking Service Agreement.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the GT&C of this FERC Gas Tariff or the Firm Parking Service Agreement and all applicable surcharges, including, but not limited to, ACA charges. Pursuant to the requirements of Order No. 776, Transporter incorporates by reference the ACA unit charge specified on the FERC website in the annual notice issued by FERC entitled "FY [Year] Gas Annual Charges Correction for Annual Charges Unit Charge." When applicable, the ACA unit charge set forth in the annual notice will be effective the first day of October following issuance of the annual notice and shall extend to the last day of September of the following year.

SECTION 4.4 FL RATE STATEMENT - FIRM LOAN SERVICE

	<u>RATE</u>	<u>UNITS</u>
Firm Loan Reservation Charge	Market Based/ Negotiable	\$/Dth/Month

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

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

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

Fuel Reimbursement	Market Based/ Negotiable	In Kind %
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This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the GT&C of this FERC Gas Tariff and the Customer's Firm Loan Service Agreement.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the GT&C of this FERC Gas Tariff or the Firm Loan Service Agreement and all applicable surcharges, including, but not limited to, ACA charges. Pursuant to the requirements of Order No. 776, Transporter incorporates by reference the ACA unit charge specified on the FERC website in the annual notice issued by FERC entitled "FY [Year] Gas Annual Charges Correction for Annual Charges Unit Charge." When applicable, the ACA unit charge set forth in the annual notice will be effective the first day of October following issuance of the annual notice and shall extend to the last day of September of the following year.

SECTION 4.5 EISS RATE STATEMENT - ENHANCED INTERRUPTIBLE STORAGE SERVICE

	<u>RATE</u>	<u>UNITS</u>
Enhanced Interruptible Storage Charge	Market Based/ Negotiable	\$/Dth/Month

Payment shall be equal to the Enhanced Interruptible Storage Charge specified in Customer's Hub Services Agreement multiplied by Customer's Maximum Storage Quantity.

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

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

Fuel Reimbursement	Market Based/ Negotiable	In Kind %
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This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the GT&C of this FERC Gas Tariff and the Customer's Hub Services Agreement.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the GT&C of this FERC Gas Tariff or the Hub Services Agreement and all applicable surcharges, including, but not limited to, ACA charges. Pursuant to the requirements of Order No. 776, Transporter incorporates by reference the ACA unit charge specified on the FERC website in the annual notice issued by FERC entitled "FY [Year] Gas Annual Charges Correction for Annual Charges Unit Charge." When applicable, the ACA unit charge set forth in the annual notice will be effective the first day of October following issuance of the annual notice and shall extend to the last day of September of the following year.

**SECTION 4.6 EILS RATE STATEMENT - ENHANCED INTERRUPTIBLE
LOAN SERVICE**

	<u>RATE</u>	<u>UNITS</u>
Enhanced Interruptible Loan Charge	Market Based/ Negotiable	\$/Dth/Month

Payment shall be equal to the Enhanced Interruptible Loan Charge specified in Customer's Hub Services Agreement multiplied by Customer's Maximum Loan Quantity.

Enhanced Interruptible Loan Injection Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Enhanced Interruptible Loan Injection Charge specified in Customer's Hub Services Agreement multiplied by the Dth quantity Customer shall have delivered to Spire for injection into storage for each Day during a given Month.

Enhanced Interruptible Loan Withdrawal Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Enhanced Interruptible Loan Withdrawal Charge specified in Customer's Hub Services Agreement multiplied by the Dth quantity Spire shall have withdrawn from storage for Customer's account for each Day during a given Month.

Fuel Reimbursement	Market Based/ Negotiable	In Kind %
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This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the GT&C of this FERC Gas Tariff and the Customer's Hub Services Agreement.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the GT&C of this FERC Gas Tariff or the Hub Services Agreement and all applicable surcharges, including, but not limited to, ACA charges. Pursuant to the requirements of Order No. 776, Transporter incorporates by reference the ACA unit charge specified on the FERC website in the annual notice issued by FERC entitled "FY [Year] Gas Annual Charges Correction for Annual Charges Unit Charge." When applicable, the ACA unit charge set forth in the annual notice will be effective the first day of October following issuance of the annual notice and shall extend to the last day of September of the following year.

**SECTION 4.7 EIWS RATE STATEMENT - ENHANCED INTERRUPTIBLE
WHEELING SERVICE**

	<u>RATE</u>	<u>UNITS</u>
Enhanced Interruptible Wheeling Charge	Market Based/ Negotiable	\$/Dth/Month

Payment shall be equal to the Enhanced Interruptible Wheeling Charge specified in Customer's Hub Services Agreement multiplied by Customer's Maximum Daily Wheeling Quantity.

Enhanced Interruptible Wheeling Commodity Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Enhanced Interruptible Wheeling Commodity Charge multiplied by the Dth quantity Spire shall have wheeled for Customer during a given invoice period, as specified in Customer's Hub Services Agreement.

Fuel Reimbursement	Market Based/ Negotiable	In Kind %
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This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the GT&C of this FERC Gas Tariff and the Customer's Hub Services Agreement.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the GT&C of this FERC Gas Tariff or the Hub Services Agreement and all applicable surcharges, including, but not limited to, ACA charges. Pursuant to the requirements of Order No. 776, Transporter incorporates by reference the ACA unit charge specified on the FERC website in the annual notice issued by FERC entitled "FY [Year] Gas Annual Charges Correction for Annual Charges Unit Charge." When applicable, the ACA unit charge set forth in the annual notice will be effective the first day of October following issuance of the annual notice and shall extend to the last day of September of the following year.

SECTION 4.8 ISS RATE STATEMENT - INTERRUPTIBLE STORAGE SERVICE

	RATE	UNITS
Storage Inventory Charge	Market Based/ Negotiable	\$/Dth

Payment shall be equal to the Storage Inventory Charge specified in Customer's Interruptible Storage Service Agreement multiplied by the Dth quantity of Customer's Storage Inventory at the end of each Day, such amounts summed for all Days in a given Month.

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

Fuel Reimbursement	Market Based/ Negotiable	In Kind %
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This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the GT&C of this FERC Gas Tariff and the Customer's Interruptible Service Agreement.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the GT&C of this FERC Gas Tariff or the Interruptible Storage Service Agreement and all applicable surcharges, including, but not limited to, ACA charges. Pursuant to the requirements of Order No. 776, Transporter incorporates by reference the ACA unit charge specified on the FERC website in the annual notice issued by FERC entitled "FY [Year] Gas Annual Charges Correction for Annual Charges Unit Charge." When applicable, the ACA unit charge set forth in the annual notice will be effective the first day of October following issuance of the annual notice and shall extend to the last day of September of the following year.

**SECTION 4.9 IHBS RATE STATEMENT - INTERRUPTIBLE HOURLY
BALANCING SERVICE**

	<u>RATE</u>	<u>UNITS</u>
Hourly Balancing Charge	Market Based/ Negotiable	\$/Dth

Payment shall be equal to the Hourly Balancing Charge specified in Customer's Interruptible Hourly Balancing Service Agreement multiplied by the Dth of Customer's hourly balancing quantity, such amounts summed for all hours in a given Month.

Storage Inventory Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Storage Inventory Charge specified in Customer's Interruptible Hourly Balancing Service Agreement multiplied by the Dth quantity of Customer's Storage Inventory at the end of each Day, such amounts summed for all Days in a given Month.

Storage Injection Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Storage Injection Charge specified in Customer's Interruptible Hourly Balancing Service Agreement multiplied by the Dth quantity Customer shall have delivered to Spire 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 Interruptible Hourly Balancing Service Agreement multiplied by the Dth quantity Spire shall have withdrawn from storage for Customer's account for each Day during a given Month.

	<u>RATE</u>	<u>UNITS</u>
Fuel Reimbursement	Market Based/ Negotiable	In Kind %

This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the GT&C of this FERC Gas Tariff and the Customer's Interruptible Hourly Balancing Service Agreement.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the GT&C of this FERC Gas Tariff or the Interruptible Hourly Balancing Service Agreement and all applicable surcharges, including, but not limited to, ACA charges. Pursuant to the requirements of Order No. 776, Transporter incorporates by reference the ACA unit charge specified on the FERC website in the annual notice issued by FERC entitled "FY [Year] Gas Annual Charges Correction for Annual Charges Unit Charge." When applicable, the ACA unit charge set forth in the annual notice will be effective the first day of October following issuance of the annual notice and shall extend to the last day of September of the following year.

SECTION 4.10 IP RATE STATEMENT - INTERRUPTIBLE PARKING SERVICE

	<u>UNITS</u>	<u>RATE</u>
Interruptible Parking Charge	Market Based/ Negotiable	\$/Dth
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 the Dth quantity of Customer's Park Balance at the end of each Day, such amounts summed for all Days in a given Month, 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 the Customer's Hub Services Agreement.

Fuel Reimbursement	Market Based/ Negotiable	In Kind %
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This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the GT&C of this FERC Gas Tariff and Customer's Hub Services Agreement.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the GT&C of this FERC Gas Tariff or the Hub Services Agreement and all applicable surcharges, including, but not limited to, ACA charges. Pursuant to the requirements of Order No. 776, Transporter incorporates by reference the ACA unit charge specified on the FERC website in the annual notice issued by FERC entitled "FY [Year] Gas Annual Charges Correction for Annual Charges Unit Charge." When applicable, the ACA unit charge set forth in the annual notice will be effective the first day of October following issuance of the annual notice and shall extend to the last day of September of the following year.

SECTION 4.11 IL RATE STATEMENT - INTERRUPTIBLE LOAN SERVICE

	<u>RATE</u>	<u>UNITS</u>
Interruptible Loan Charge	Market Based/ Negotiable	\$/Dth
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 the Dth quantity of Customer's Loan Balance at the end of each Day, such amounts summed for all Days in a given Month, plus the Interruptible Loan Injection Charge multiplied by the quantity Spire shall have injected for Customer's account, plus the Interruptible Loan Withdrawal Charge multiplied by the quantity Spire shall have withdrawn for Customer's account, as applicable and specified in the Customer's Hub Services Agreement.

Fuel Reimbursement	Market Based/ Negotiable	In Kind %
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This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the GT&C of this FERC Gas Tariff and the Customer's Hub Services Agreement.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the GT&C of this FERC Gas Tariff or the Hub Services Agreement and all applicable surcharges, including, but not limited to, ACA charges. Pursuant to the requirements of Order No. 776, Transporter incorporates by reference the ACA unit charge specified on the FERC website in the annual notice issued by FERC entitled "FY [Year] Gas Annual Charges Correction for Annual Charges Unit Charge." When applicable, the ACA unit charge set forth in the annual notice will be effective the first day of October following issuance of the annual notice and shall extend to the last day of September of the following year.

SECTION 4.12 IW RATE STATEMENT - INTERRUPTIBLE WHEELING SERVICE

	<u>RATE</u>	<u>UNITS</u>
Interruptible Wheeling Charge	Market Based/ Negotiable	\$/Dth

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

Fuel Reimbursement	Market Based/ Negotiable	In Kind %
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This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the GT&C of this FERC Gas Tariff and the Customer's Hub Services Agreement.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the GT&C of this FERC Gas Tariff or the Hub Services Agreement and all applicable surcharges, including, but not limited to, ACA charges. Pursuant to the requirements of Order No. 776, Transporter incorporates by reference the ACA unit charge specified on the FERC website in the annual notice issued by FERC entitled "FY [Year] Gas Annual Charges Correction for Annual Charges Unit Charge." When applicable, the ACA unit charge set forth in the annual notice will be effective the first day of October following issuance of the annual notice and shall extend to the last day of September of the following year.

RATE SCHEDULES

**SECTION 5.1
RATE SCHEDULE FSS - FIRM STORAGE SERVICE**

1. AVAILABILITY

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

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

2. APPLICABILITY AND CHARACTER OF SERVICE

1. This Rate Schedule shall apply to all firm storage service rendered by Spire to Customer through the use of Spire's storage facility pursuant to a Firm Storage Service Agreement.
2. Firm Storage Service rendered 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") as stated in the Firm Storage Service Agreement, plus Fuel Reimbursement at the Point(s) of Receipt and the injection of Gas so received into storage provided that Customer's Storage Inventory has not exceeded Customer's Maximum Storage Quantity ("MSQ");
 - (b) The storage of Gas in amounts up to Customer's firm MSQ, 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 Customer's Firm Storage Service Agreement, plus applicable Fuel Reimbursement, and the delivery of such Gas to the Point(s) of Delivery, 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 plus applicable Fuel Reimbursement.
- (d) Customer's rights to use primary Receipt Points and primary Delivery Points shall be specified in Customer's Firm Storage Service Agreement. Customer shall not have the right to use secondary Receipt or Delivery Points unless Customer's Firm Storage Service Agreement expressly includes Spire's agreement that Customer shall have the right to use specified secondary Point(s) of Receipt and Point(s) of Delivery.

3. RATES AND CHARGES

Customer shall pay rates and charges for Firm Storage Service under this Rate Schedule pursuant to the applicable storage rate components on the FSS Rate Statement and as described below:

- 1. Storage Reservation Charge. A monthly charge for each Dth of Customer's MSQ;
- 2. Withdrawal Reservation Charge. A monthly charge for each Dth of Customer's MDWQ;
- 3. Injection Reservation Charge. A monthly charge for each Dth of Customer's MDIQ;
- 4. Storage Injection Charge. A usage charge for each Dth of Customer's Gas injected into Spire's facilities pursuant to Section 5.1.2(2)(a) of this Rate Schedule for each Day during a given Month;
- 5. Storage Withdrawal Charge. A usage charge for each Dth of Customer's Gas withdrawn from Spire's facilities pursuant to Section 5.1.2(2)(c) of this Rate Schedule for each Day during a given Month;
- 6. Excess Injection Charge. A usage charge for each Dth of Excess Injection Gas injected into Spire's facilities pursuant to Section 5.1.4(1) of this Rate Schedule for each Day during a given Month;
- 7. Excess Withdrawal Charge. A usage charge for each Dth of Excess Withdrawal Gas withdrawn from Spire's facilities pursuant to Section 5.1.4(2) of this Rate Schedule for each

Day during a given Month;

8. Fuel Reimbursement. The amount of Gas for fuel and lost and unaccounted for volumes determined in accordance with Section 6.21 of the GT&C of this FERC Gas Tariff and as set forth in Customer's Firm Storage Service Agreement;

9. Regulatory Fees and Charges. Customer shall reimburse Spire for all fees and charges, including, but not limited to, those required by the Commission or any other regulatory body, that are related to the service provided under this Rate Schedule, as set forth in the Customer's Firm Storage Service Agreement; and

10. Taxes. Customer shall reimburse Spire for all applicable taxes as may be assessed Spire, as set forth in Section 6.17 of the GT&C of this FERC Gas Tariff and in Customer's Firm Storage Service Agreement.

4. AUTHORIZED OVERRUN SERVICE

1. Provided that the receipt of Gas from Customer and the injection of such Gas into storage can be accomplished by Spire without detriment to Spire's facilities and/or Spire's ability to meet its firm obligations to other Customers, Spire 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 MSQ. Such excess shall be deemed to be "Excess Injection Gas."

2. Provided that such withdrawal of Gas from storage and delivery of such Gas to Customer can be accomplished by Spire without detriment to Spire's facilities and/or Spire's ability to meet its firm obligations to other Customers, Spire 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."

5. INVOICE

Each invoice for Firm Storage Service under this Rate Schedule shall reflect the applicable charges set forth under Section 5.1.3 of this Rate Schedule, at rates set forth in Customer's Firm Storage Service Agreement.

6. TERM

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

7. AUTHORIZATION, RATES, TERMS AND CHANGES

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 FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for Spire 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 effectuate the service provided for herein.

2. Spire shall have the right to propose to 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 Spire and its Customer(s) shall remain in effect during the term(s) of the Firm Storage Service Agreement(s) specifying such rates.

8. CURTAILMENT

If, due to any cause whatsoever, Spire's capability to receive or deliver quantities of Gas is impaired so that Spire is unable to receive or deliver the quantities provided for in its Firm Storage Service Agreements with Customers for Firm Storage Services, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 6.8 of the GT&C of this FERC Gas Tariff.

9. RIGHT OF FIRST REFUSAL

1. Spire possesses pregranted abandonment authority and may discontinue service to Customer at the end of any Firm Storage Service Agreement's primary term, or any roll-over of Customer's Firm Storage Service Agreement unless Spire and Customer mutually agree to include a right of first refusal ("ROFR") in the Firm Storage Service Agreement and Customer exercises its ROFR for the storage capacity covered by that agreement by matching the best bid offered to Spire during an open season by any Potential Customer. A Potential Customer is "qualified," within the meaning of this section, if that Customer meets the creditworthiness criteria as set forth in Section 6.4 of the GT&C of this FERC Gas Tariff.

2. Not less than twelve (12) Months prior to the expiration of a Firm Storage Service Agreement that includes a ROFR, Customer must provide written notice to Spire of its intent to exercise any ROFR provisions of the Firm Storage Service Agreement. Failure by Customer to give Spire the notice specified in this section will result in the automatic abandonment of the service and the Customer's right to storage capacity will cease at the end of the primary term.

3. In the event Customer notifies Spire in accordance with the terms of this Rate Schedule, not less than six (6) Months prior to the termination or expiration of a Firm Storage Service Agreement that contains a ROFR, an open season will be held for the capacity under the

expiring Firm Storage Service Agreement. The open season will be conducted pursuant to terms and conditions posted on Spire's web site.

4. Bids from qualified Potential Customers who desire, in whole or in part, the capacity to be made available upon expiration of the Firm Storage Service Agreement that includes a ROFR must be received by Spire within the timeframe set forth in the open season notice. Upon expiration of the open season, Spire will select the best bid received from a qualified Potential Shipper and communicate the terms of that bid to Customer, who may elect, within fifteen (15) Days, or such longer time as Spire may specify, to execute a renewed Firm Storage Service Agreement upon the same terms. In determining which bid for the capacity is the best, Spire will use an objective, not unduly discriminatory methodology.

5. If Customer does not elect to match the best bid, its Firm Storage Service Agreement will expire at the conclusion of its term and Spire will be deemed to have all necessary abandonment authorization with respect to such service. Spire may enter into a new Firm Storage Service Agreement with the qualified Potential Customer who submitted the best bid.

6. Regardless of any bids received, Spire shall retain the right to require a minimum rate or term of service, which shall be market-based, for bids during any such open season.

7. If during the open season, Spire receives no bids or rejects all bids, Customer and Spire may negotiate on a not unduly discriminatory basis for continuation of service under mutually satisfactory rates, terms, and conditions. In no event, however, will such continued service be provided at a rate lower than the best bid by a qualified Potential Customer during the open season.

10. EXPIRATION OF TERM

1. Upon expiration without renewal or upon termination of Customer's Firm Storage Service Agreement, any of Customer's Gas remaining in Spire's facility shall be disposed of pursuant to an auction held in accordance with Section 6.34 of the GT&C of this FERC Gas Tariff. However, if Customer was unable to withdraw its FSS Gas quantities due to an interruption of Customer's withdrawal service by Spire 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.

2. Payment for the remaining quantities of Gas shall appear as a credit on the last statement rendered by Spire to Customer. To the extent that the credit exceeds the total charges in that statement, the difference shall be paid by Spire to Customer on or before the 25th Day of the Month following the Month in which the last statement was rendered by Spire to Customer.

3. In the event that Spire purchases and takes title to any of Customer's Gas pursuant to this Section 5.1.10, Spire shall dispose of such Gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 6.34 of the GT&C of

this FERC Gas Tariff.

11. STORAGE RATCHETS

Spire and Customer may mutually agree to storage injection and withdrawal ratchets on a non-discriminatory basis. Ratchet options are set forth in Exhibit A to the Firm Storage Service Agreement.

12. AGENT

Customer must provide written notice to Spire of the name, and other pertinent information, of another person (“Agent”) that has agency authority to act for Customer pursuant to a Storage Service Agreement. The Customer remains bound by its obligations under an Agreement, and commitments made by an Agent on behalf of the Customer are binding on the Customer. The Customer must provide prompt written notice of the termination of the agency arrangement.

13. GENERAL TERMS AND CONDITIONS

Applicable provisions of the GT&C 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, as though stated herein.

SECTION 5.2
RATE SCHEDULE
FHBS - FIRM HOURLY BALANCING SERVICE

1. AVAILABILITY

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

1. Spire has determined that it has sufficient operationally available and uncommitted firm storage capacity and injection and withdrawal capacity to perform the service Customer has requested;
2. Customer and Spire have executed a Firm Hourly Balancing Service Agreement under this Rate Schedule;
3. Customer accepts responsibility for arranging any transportation service required for utilization of the storage service provided under this Rate Schedule, including making any necessary arrangements with transporting pipeline(s) for Customer to utilize hourly balancing service at one or more Point(s) of Delivery on the transporting pipeline system (any such arrangements for utilization of hourly balancing service must be acceptable to Spire, in its reasonable judgment);
4. Spire has determined that it can offer firm hourly balancing service between the Customer's Point(s) of Delivery on the transporting pipeline(s) and Spire's Point(s) of Delivery/Receipt;
5. Availability of service under this Rate Schedule shall be subject to a determination by Spire that its performance of the service requested hereunder shall not cause a reduction in Spire's ability to provide Firm Storage Services under currently effective Storage Service Agreements; and
6. Service under this Rate Schedule may not be available to the extent that Spire would be required to construct, modify, expand, or acquire any facilities to enable Spire to perform the requested service.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all firm hourly balancing service rendered by Spire to Customer through the use of Spire's storage facility pursuant to a Firm Hourly Balancing Service Agreement.

1. Firm hourly balancing service rendered 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 the Maximum Daily Injection Quantity ("MDIQ") as stated in Customer's Firm Hourly Balancing Service Agreement, plus Fuel Reimbursement, at the Point(s) of Receipt and the injection of Gas so received into storage, provided that Customer's Storage Inventory has not exceeded Customer's Maximum Storage Quantity ("MSQ");
- (b) The storage of Gas in amounts up to the MSQ, as stated in Customer's Firm Hourly Balancing Service Agreement;
- (c) The withdrawal from storage on any Day of Customer's Gas per Customer's nomination up to the Maximum Daily Withdrawal Quantity ("MDWQ") as stated in Customer's Firm Hourly Balancing Service Agreement, plus applicable Fuel Reimbursement, and the delivery of such Gas to the Point(s) of Delivery 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 plus applicable Fuel Reimbursement; and
- (d) For each hour during a Day, subject to the maximum hourly limit as set forth in Customer's Firm Hourly Balancing Service Agreement, the receipt or delivery by Spire at the Point(s) of Receipt/Delivery designated by Customer of hourly balancing quantities of Gas which shall be the difference, on an hourly basis, between (i) the injections to or withdrawals from Spire's storage of Gas as nominated by Customer to meet Customer's desired hourly pattern of deliveries at its Point(s) of Delivery on the transporting pipeline system(s) and (ii) Customer's ratable flow quantities on Spire's system (1/24 of the Daily nominated quantities); provided that hourly balancing quantities shall not cause Customer's Firm Storage Inventory to exceed the MSQ set forth in Customer's Firm Hourly Balancing Service Agreement or to be less than zero (0).
- (e) Customer's rights to use primary Receipt Points and primary Delivery Points shall be specified in Customer's Firm Hourly Balancing Service Agreement. Customer shall not have the right to use secondary Receipt or Delivery Points unless Customer's Firm Hourly Balancing Service Agreement expressly includes Spire's agreement that Customer shall have the right to use specified secondary Point(s) of Receipt and Point(s) of Delivery.

2. Hourly balancing quantities must be nominated and scheduled pursuant to this Rate Schedule and Section 6.7(2) of the GT&C of this FERC Gas Tariff. In addition to the next day and intraday nomination provided for in Section 6.7(2) of the GT&C, Customer shall be permitted to submit nominations for hourly balancing service quantities, and to adjust its hourly balancing quantity nominations within a Day by providing not less than one hour notice to Spire before the start of the hour for which Customer requests to change a nomination, provided that such hourly nominations, including changes in hourly nominations, are subject to confirmation

with the transporting pipeline.

3. Firm Hourly Balancing Service is not intended to serve as an operational balancing agreement to account for hourly deviations between scheduled volumes and volumes actually taken by Customer at its Point(s) of Delivery on the transporting pipeline(s). Such deviations shall be subject to reconciliation pursuant to the Customer's transportation agreement(s) with its pipeline Transporter(s) and their tariff(s).

4. In the event Customer desires to use Firm Hourly Balancing Service for balancing at more than one Point of Delivery on transporting pipeline system(s) under its Firm Hourly Balancing Service Agreement, hourly balancing quantities for each such Point of Delivery shall be separately determined, nominated and used for purposes of billing hourly balancing charges.

3. RATES AND CHARGES

Customer shall pay rates and charges for Firm Hourly Balancing Service under this Rate Schedule pursuant to the applicable storage rate components on the FHBS Rate Statement and as described below:

1. **FHBS Storage Reservation Charge.** A monthly charge for each Dth of Customer's MSQ;
2. **Firm Hourly Balancing Reservation Charge.** A monthly charge for each Dth of Customer's Maximum Hourly FHBS Quantity;
3. **Storage Injection Charge.** A usage charge for each Dth of Customer's Gas injected into Spire's storage facilities pursuant to Section 5.2(1)(a) of this Rate Schedule;
4. **Storage Withdrawal Charge.** A usage charge for each Dth of Customer's Gas withdrawn from Spire's storage facilities pursuant to Section 5.2(1)(c) of this Rate Schedule;
5. **Fuel Reimbursement.** The amount of Gas for fuel and lost and unaccounted for volumes determined in accordance with Section 6.21 of the GT&C of this FERC Gas Tariff and as set forth in Customer's Firm Hourly Balancing Service Agreement;
6. **Regulatory Fees and Charges.** Customer shall reimburse Spire for all fees and charges, including, but not limited to, those required by the Commission or any other regulatory body, that are related to the service provided under this Rate Schedule, as set forth in the Customer's Firm Hourly Balancing Service Agreement; and
7. **Taxes.** Customer shall reimburse Spire for all applicable taxes as may be assessed Spire, as set forth in Section 6.17 of the GT&C of this FERC Gas Tariff and in Customer's Firm Hourly Balancing Service Agreement.

4. INVOICE

Each invoice for firm hourly balancing service under this Rate Schedule shall reflect the applicable charges set forth under Section 5.2.3 of this Rate Schedule at rates set forth in Customer's Firm Hourly Balancing Service Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in Customer's Firm Hourly Balancing Service Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

1. The Firm Hourly Balancing 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 FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for Spire 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 effectuate the service provided for herein.

2. Spire shall have the right to propose to FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Firm Hourly Balancing 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 Spire and its Customer(s) shall remain in effect during the term(s) of the Firm Hourly Balancing Service Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to any cause whatsoever, Spire's capability to receive or deliver quantities of Gas is impaired so that Spire is unable to receive or deliver the quantities provided for in its Storage Service Agreements for Firm Storage Services with Customers, then capacity, withdrawals, and/or injections will be allocated according to the priority of service as set forth in Section 6.8 of the GT&C of this FERC Gas Tariff.

8. EXPIRATION OF TERM

1. Upon expiration without renewal or upon termination of Customer's Firm Hourly Balancing Service Agreement, any of Customer's Gas remaining in Spire's facility shall be disposed of pursuant to an auction held in accordance with Section 6.34 of the GT&C of this FERC Gas Tariff. However, if Customer was unable to withdraw its FHBS Gas quantities due to an interruption of Customer's withdrawal service by Spire 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.

2. Payment for the remaining quantities of Gas shall appear as a credit on the last statement rendered by Spire to Customer. To the extent that the credit exceeds the total charges in that statement, the difference shall be paid by Spire to Customer on or before the 25th Day of the Month following the Month in which the last statement was rendered by Spire to Customer.

3. In the event that Spire purchases and takes title to any of Customer's Gas pursuant to this section, Spire shall dispose of such Gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 6.34 of the GT&C of this FERC Gas Tariff.

9. AGENT

Customer must provide written notice to Spire of the name, and other pertinent information, of another person ("Agent") that has agency authority to act for Customer pursuant to a Storage Service Agreement. The Customer remains bound by its obligations under an Agreement, and commitments made by an Agent on behalf of the Customer are binding on the Customer. The Customer must provide prompt written notice of the termination of the agency arrangement.

10. GENERAL TERMS AND CONDITIONS

Applicable provisions of the GT&C 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 FHBS Rate Schedule, where applicable, as though stated herein.

**SECTION 5.3
RATE SCHEDULE
FP - FIRM PARKING SERVICE**

1. AVAILABILITY

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

1. Spire has determined that it has sufficient operationally available and uncommitted firm storage capacity and injection and withdrawal capacity to perform the firm parking service Customer has requested;
2. Customer and Spire have executed a Firm Parking Service Agreement under this Rate Schedule;
3. Customer accepts responsibility for arranging any transportation service required for utilization of the firm parking service provided under this Rate Schedule;
4. Availability of service under this Rate Schedule shall be subject to a determination by Spire that its performance of the service requested hereunder shall not cause a reduction in Spire's ability to provide Firm Storage Services under currently effective Storage Service Agreements; and
5. Service under this Rate Schedule may not be available to the extent Spire would be required to construct, modify, expand or acquire any facilities to enable Spire to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all firm parking service rendered by Spire to Customer through use of Spire's storage facility pursuant to a Firm Parking Service Agreement. Firm parking service rendered by Spire to Customer under this Rate Schedule shall consist of:

1. The receipt on any Day during the Injection Period stated in Customer's Firm Parking Service Agreement and injection into storage of Customer's Gas per Customer's nomination up to the Maximum Daily Injection Quantity ("MDIQ") stated in Customer's Firm Parking Service Agreement, provided that Customer delivers the nominated quantity plus Fuel Reimbursement to the Point(s) of Receipt, and Customer's Park Balance has not exceeded Customer's Maximum Park Quantity;
2. The tender by Customer of quantities of Gas under Section 5.3.2(a) of this Rate Schedule to ensure that Customer's Park Balance does not exceed Customer's Maximum Park Quantity at the end of the Injection Period stated in Customer's Firm Parking Service Agreement, provided that, if Customer's injections during the Injection Period are curtailed by

Spire, Customer shall have a reasonable period of time immediately following the Injection Period to make injections as necessary for Customer's Park Balance to equal its Maximum Park Quantity;

3. The storage of Gas in amounts up to Customer's Maximum Park Quantity; and
4. The withdrawal from storage on any Day during the Withdrawal Period stated in Customer's Firm Parking Service Agreement and delivery of Customer's gas per Customer's nomination to the Point(s) of Delivery up to the Maximum Daily Withdrawal Quantity ("MDWQ") as stated in Customer's Firm Parking Service Agreement, plus applicable Fuel Reimbursement, provided that Customer has a quantity of Gas in Customer's Park Balance not less than the quantity Customer shall have nominated for withdrawal on such Day plus applicable Fuel Reimbursement.
5. Customer's rights to use primary Receipt Points and primary Delivery Points shall be specified in Customer's Firm Parking Service Agreement. Customer shall not have the right to use secondary Receipt or Delivery Points unless Customer's Firm Parking Service Agreement expressly includes Spire's agreement that Customer shall have the right to use specified secondary Point(s) of Receipt and Point(s) of Delivery.

Customer shall not have the right to inject or withdraw Gas during the period of time between the Injection Period and the Withdrawal Period.

3. RATES AND CHARGES

Customer shall pay rates and charges for firm parking service under this Rate Schedule pursuant to the applicable parking rate components on the FP Rate Statement and as described below:

1. Firm Parking Reservation Charge. A monthly charge for each Dth of Customer's Maximum Park Quantity;
2. Firm Parking Injection Charge. A usage charge for each Dth of Customer's gas injected into Spire's facilities pursuant to Section 5.3.2(a) of this Rate Schedule during a given Month;
3. Firm Parking Withdrawal Charge. A usage charge for each Dth of Customer's Gas withdrawn from Spire's facilities pursuant to Section 5.3.2(d) of this Rate Schedule during a given Month;
4. Fuel Reimbursement. The amount of Gas for fuel and lost and unaccounted for volumes determined in accordance with Section 6.21 of the GT&C of this FERC Gas Tariff and as set forth in Customer's Firm Parking Service Agreement;
5. Regulatory Fees and Charges. Customer shall reimburse Spire for all fees and

charges, including, but not limited to, those required by the Commission or any other regulatory body, that are related to the service provided under this Rate Schedule, as set forth in the Customer's Firm Parking Service Agreement; and

6. Taxes. Customer shall reimburse Spire for all applicable taxes as may be assessed Spire, as set forth in Section 6.17 of the GT&C of this FERC Gas Tariff and in Customer's Firm Parking Service Agreement.

4. INVOICE

Each invoice for firm parking service under this Rate Schedule shall reflect the applicable charges set forth under Section 5.3.3 of this Rate Schedule at rates set forth in Customer's Firm Parking Service Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in Customer's Firm Parking Service Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

1. The Firm Parking 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 FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for Spire to provide the parking service contemplated hereby and to construct and operate the 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 effectuate the parking service provided for herein.

2. Spire shall have the right to propose to FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Firm Parking 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 Spire and its Customer(s) shall remain in effect during the term(s) of the Firm Parking Service Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to any cause whatsoever, Spire's capability to receive or deliver quantities of Gas is impaired so that Spire is unable to receive or deliver the quantities provided for in its Storage Service Agreements for Firm Storage Services with Customers, then capacity, withdrawals, and/or injections will be allocated according to the priority of service as set forth in Section 6.8 of the GT&C of this FERC Gas Tariff.

8. EXPIRATION OF TERM

1. Upon expiration without renewal or upon termination of Customer's Firm Parking Agreement, any of Customer's Gas remaining in Spire's facility shall be disposed of pursuant to an auction held in accordance with Section 6.34 of the GT&C of this FERC Gas Tariff. However, if Customer was unable to withdraw its FP Gas quantities due to an interruption of Customer's withdrawal service by Spire 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.

2. Payment for the remaining quantities of Gas shall appear as a credit on the last statement rendered by Spire to Customer. To the extent that the credit exceeds the total charges in that statement, the difference shall be paid by Spire to Customer on or before the 25th Day of the Month following the Month in which the last statement was rendered by Spire to Customer.

3. In the event that Spire purchases and takes title to any of Customer's Gas pursuant to this Section 5.3.8, Spire shall dispose of such Gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 6.34 of the GT&C of this FERC Gas Tariff.

9. AGENT

Customer must provide written notice to Spire of the name, and other pertinent information, of another person ("Agent") that has agency authority to act for Customer pursuant to a Storage Service Agreement. The Customer remains bound by its obligations under an Agreement, and commitments made by an Agent on behalf of the Customer are binding on the Customer. The Customer must provide prompt written notice of the termination of the agency arrangement.

10. GENERAL TERMS AND CONDITIONS

Applicable provisions of the GT&C 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 FP Rate Schedule, where applicable, as though stated herein.

SECTION 5.4
RATE SCHEDULE
FL - FIRM LOAN SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of firm loan service from Spire, provided that:

1. Spire has determined that it has sufficient operationally available and uncommitted firm storage capacity and injection and withdrawal capacity and quantities of Gas to loan to perform the firm loan service Customer has requested;
2. Customer and Spire have executed a Firm Loan Service Agreement under this Rate Schedule;
3. Customer accepts responsibility for arranging any transportation service required for utilization of the firm loan service provided under this Rate Schedule;
4. Availability of service under this Rate Schedule shall be subject to a determination by Spire that its performance of the service requested hereunder shall not cause a reduction in Spire's ability to provide Firm Storage Services under currently effective Storage Service Agreements; and
5. Service under this Rate Schedule may not be available to the extent that Spire would be required to construct, modify, expand or acquire any facilities to enable Spire to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

1. This Rate Schedule shall apply to all firm loan service rendered by Spire to Customer through the use of Spire's storage facility pursuant to a Firm Loan Service Agreement.

Firm loan service rendered by Spire to Customer under this Rate Schedule shall consist of:

- (a) The withdrawal from storage on any given Day during the Withdrawal Period stated in Customer's Firm Loan Service Agreement and delivery of Gas to the Point(s) of Delivery, upon nomination and confirmation, of daily quantities of Gas up to the Maximum Daily Withdrawal Quantity ("MDWQ"), as stated in Customer's Firm Loan Service Agreement, plus applicable Fuel Reimbursement, provided that Customer's total withdrawals shall not exceed its Maximum Loan Quantity;
- (b) The withdrawal by Customer of quantities of Gas under Section 5.4.2(1)(a) of this

Rate Schedule to ensure that Customer's Loan Balance does not exceed Customer's Maximum Loan Quantity at the end of the Withdrawal Period, provided that, if Customer's withdrawals during the Withdrawal Period are curtailed by Spire, Customer shall have a reasonable amount of time immediately following the Withdrawal Period to make withdrawals as necessary for Customer's Loan Balance to equal its Maximum Loan Quantity;

- (c) The receipt on any Day during the Injection Period stated in Customer's Firm Loan Service Agreement and injection into storage of Customer's Gas per Customer's nomination up to the Maximum Daily Injection Quantity ("MDIQ") stated in Customer's Firm Loan Service Agreement, provided that Customer delivers the nominated quantity plus Fuel Reimbursement to the Point(s) of Receipt, and Customer's total injections may not exceed Customer's Maximum Loan Quantity; and
- (d) The tender by Customer of sufficient quantities of Gas under Section 5.4.2(1)(c) of this Rate Schedule to ensure that Customer's Loan Balance equals zero (0) at the end of the Injection Period.
- (e) Customer's rights to use primary Receipt Points and primary Delivery Points shall be specified in Customer's Firm Loan Service Agreement. Customer shall not have the right to use secondary Receipt or Delivery Points unless Customer's Firm Loan Service Agreement expressly includes Spire's agreement that Customer shall have the right to use specified secondary Point(s) of Receipt and Point(s) of Delivery.

2. Customer shall not have the right to inject or withdraw Gas during the period of time between the Withdrawal Period and the Injection Period.

3. If Customer fails to replace or replenish Gas advanced by Spire to Customer under this Rate Schedule at the agreed upon time, Spire may purchase replacement Gas and Customer shall pay Spire the cost of replacement Gas, which shall include the actual cost of replacement quantities and any costs or penalties incurred by Spire or its Customers as a result of Customer's failure to deliver 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.

3. RATES AND CHARGES

Customer shall pay rates and charges for firm loan service under this Rate Schedule pursuant to the applicable loan rate components on the FL Rate Statement and as described below:

1. Firm Loan Reservation Charge. A monthly charge for each Dth of Customer's Maximum Loan Quantity;

2. Firm Loan Injection Charge. A usage charge for each Dth of Customer's gas injected into Spire's facilities pursuant to Section 5.4.2(1)(c) of this Rate Schedule during a given Month;

3. Firm Loan Withdrawal Charge. A usage charge for each Dth of Customer's Gas withdrawn from Spire's facilities pursuant to Section 5.4.2(1)(a) of this Rate Schedule during a given Month;

4. Fuel Reimbursement. The amount of Gas for fuel and lost and unaccounted for volumes determined in accordance with Section 6.21 of the GT&C of this FERC Gas Tariff and as set forth in Customer's Firm Loan Service Agreement;

5. Regulatory Fees and Charges. Customer shall reimburse Spire for all fees and charges, including, but not limited to, those required by the Commission or any other regulatory body, that are related to the service provided under this Rate Schedule, as set forth in the Customer's Firm Parking Service Agreement; and

6. Taxes. Customer shall reimburse Spire for all applicable taxes as may be assessed Spire, as set forth in Section 6.17 of the GT&C of this FERC Gas Tariff and in Customer's Firm Parking Service Agreement.

4. INVOICE

Each invoice for firm loan service under this Rate Schedule shall reflect the applicable charges set forth under Section 5.4.3 of this Rate Schedule at rates set forth in Customer's Firm Loan Service Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in Customer's Firm Loan Service Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

1. The Firm Loan 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 FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for Spire to provide the loan service contemplated hereby and to construct and operate the 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 effectuate the loan service provided for herein.

2. Spire shall have the right to propose to FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Firm Loan

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 Spire and its Customer(s) shall remain in effect during the term(s) of the Firm Loan Service Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to any cause whatsoever, Spire's capability to receive or deliver quantities of Gas is impaired so that Spire is unable to receive or deliver the quantities provided for in its Storage Service Agreements for Firm Storage Services with Customers, then capacity, withdrawals, and/or injections will be allocated according to the priority of service as set forth in Section 6.8 of the GT&C of this FERC Gas Tariff.

8. AGENT

Customer must provide written notice to Spire of the name, and other pertinent information, of another person ("Agent") that has agency authority to act for Customer pursuant to a Storage Service Agreement. The Customer remains bound by its obligations under an Agreement, and commitments made by an Agent on behalf of the Customer are binding on the Customer. The Customer must provide prompt written notice of the termination of the agency arrangement.

9. GENERAL TERMS AND CONDITIONS

Applicable provisions of the GT&C 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 FL Rate Schedule, where applicable, as though stated herein.

SECTION 5.5
EISS RATE SCHEDULE
ENHANCED INTERRUPTIBLE STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of Enhanced Interruptible Storage Service from Spire, provided that:

1. Spire has determined that it has sufficient operationally available interruptible storage capacity and injection and withdrawal capacity to perform the service Customer has requested;
2. Customer and Spire have executed a Hub Services Agreement under this Rate Schedule;
3. Customer accepts responsibility for arranging any transportation service required for utilization of the storage service provided under this Rate Schedule;
4. Spire has determined that the service Customer has requested will not interfere with the efficient operation of its system or with Firm Storage Services; and
5. Service under this Rate Schedule may not be available to the extent that Spire would be required to construct, modify, expand or acquire any facilities to enable Spire to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all enhanced interruptible storage service rendered by Spire to Customer through use of Spire's storage facility pursuant to a Hub Services Agreement.

1. enhanced interruptible storage service rendered 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") as stated in the Hub Services Agreement, plus Fuel Reimbursement, at the Point(s) of Receipt and the injection of Gas so received into storage, provided that all Firm Storage Service nominations for injections have been satisfied and Customer's Storage Inventory has not exceeded Customer's Maximum Storage Quantity ("MSQ");
 - (b) The storage of Gas in amounts up to Customer's interruptible MSQ, as stated in the Hub Services Agreement, provided that all Firm Storage Service requests to utilize Storage Inventory 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 Hub Services Agreement and the delivery of such Gas to the Point(s) of Delivery, provided that all Firm Storage Service nominations for withdrawal have been satisfied and provided that Customer has a quantity of Gas in Customer's enhanced interruptible Storage Inventory not less than the quantity Customer shall have nominated for withdrawal on such Day.

2. To the extent enhanced interruptible storage capacity which is being utilized by a enhanced interruptible Customer hereunder is needed by Spire in order to satisfy Spire's obligations to Firm Storage Service Customers, Spire shall require Customer to withdraw all, or any portion of, the EISS Gas quantities held in storage by Spire for the account of Customer as specified by Spire. Unless Spire otherwise agrees, Customer shall be required to make ratable withdrawals. If Customer fails to withdraw such EISS Gas from storage, Spire may take, free and clear of any adverse claims, title to such EISS Storage Inventory as Customer was instructed to withdraw. Spire'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 Spire needs to require Customer to withdraw its Gas from storage pursuant to this section, Spire shall provide next day notice to Customer that it must withdraw Gas at its MDWQ during the next Gas Day. Spire shall repeat this notice on a daily basis until all of Customer's Gas is withdrawn from storage or until the circumstances necessitating interruption are alleviated. In the event Customer makes a timely nomination in response to a notification by Spire pursuant to this paragraph, Customer's obligation to comply with that notification shall be tolled until such time as Spire's operational conditions allow Spire to schedule the nomination.

3. RATES AND CHARGES

Customer shall pay rates and charges for Enhanced Interruptible Storage Service under this Rate Schedule pursuant to the applicable storage rate components on the EISS Rate Statement and as described below:

1. **Enhanced Interruptible Storage Charge.** A Monthly charge for each Dth of Customer's MSQ.

2. **Enhanced Interruptible Storage Injection Charge.** A usage charge for each Dth of Customer's Gas injected into Spire's facilities pursuant to Section 5.5.2.1(a) of this Rate Schedule.

3. **Enhanced Interruptible Storage Withdrawal Charge.** A usage charge for each Dth of Customer's Gas withdrawn from Spire's facilities pursuant to Section 5.5.2.1(c) of this Rate Schedule.

4. **Fuel Reimbursement.** The amount of Gas for fuel and lost and unaccounted for volumes determined in accordance with Section 6.21 of the GT&C of this FERC Gas Tariff and set forth in Customer's Hub Services Agreement.

5. **Regulatory Fees and Charges.** Customer shall reimburse Spire for all fees and charges, including, but not limited to, those 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.

6. **Taxes.** Customer shall reimburse Spire for all applicable taxes as may be assessed Spire, as set forth in Section 6.17 of the GT&C of this FERC Gas Tariff and in Customer's Hub Services Agreement.

4. INVOICE

Each invoice for enhance interruptible storage service under this Rate Schedule shall reflect the applicable charges set forth under Section 5.5.3 of this Rate Schedule, at rates set forth in Customer's Hub Services Agreement.

5. TERM

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

6. AUTHORIZATION, RATES, TERMS AND CHANGES

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 Commission, and any state or local governmental agency having jurisdiction, of requisite authorization for Spire 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 effectuate the service provided for herein.

2. Spire shall have the right to propose to 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 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 Spire and its Customer(s) shall remain in effect during the term(s) of the Hub Services Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to any cause whatsoever, Spire's capability to receive or deliver quantities of Gas is impaired so that Spire is unable to receive or deliver the quantities provided for in its Storage Service Agreements with Customers for enhanced interruptible services, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in

Section 6.8 of the GT&C of this FERC Gas Tariff.

8. EXPIRATION OF TERM

1. Upon expiration without renewal or upon termination of Customer's Enhanced Interruptible Storage Service agreement, any of Customer's Gas remaining in Spire's storage facility shall be disposed of pursuant to an auction held in accordance with Section 6.34 of the GT&C of this FERC Gas Tariff. However, if Customer was unable to withdraw its EISS Gas quantities due to an interruption of Customer's withdrawal service by Spire 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.

2. Payment for the remaining quantities of Gas shall appear as a credit on the last statement rendered by Spire to Customer. To the extent that the credit exceeds the total charges in that statement, the difference shall be paid by Spire to Customer on or before the 25th Day of the Month following the Month in which the last statement was rendered by Spire to Customer.

3. In the event that Spire purchases and takes title to any of Customer's Gas pursuant to this section, Spire shall dispose of such Gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 6.34 of the GT&C of this FERC Gas Tariff.

9. AGENT

Customer must provide written notice to Spire of the name, and other pertinent information, of another person ("Agent") that has agency authority to act for Customer pursuant to a Storage Service Agreement. The Customer remains bound by its obligations under an Agreement, and commitments made by an Agent on behalf of the Customer are binding on the Customer. The Customer must provide prompt written notice of the termination of the agency arrangement.

10. GENERAL TERMS AND CONDITIONS

Applicable provisions of the GT&C 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 EISS Rate Schedule, where applicable, as though stated herein.

SECTION 5.6
EILS RATE SCHEDULE
ENHANCED INTERRUPTIBLE LOAN SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of Enhanced Interruptible Loan Service from Spire, provided that:

1. Spire has determined that it has sufficient operationally available interruptible storage capacity and injection or withdrawal capacity and quantities of Gas to loan to perform service Customer has requested;
2. Spire has determined that the loan service Customer has requested will not interfere with efficient operation of its system or with Firm Storage Services;
3. Customer and Spire have executed a Hub Services Agreement under this Rate Schedule;
4. Customer accepts responsibility for arranging any transportation service required for utilization of the loan service provided under this Rate Schedule; and
5. Service under this Rate Schedule may not be available to the extent that Spire would be required to construct, modify, expand or acquire any facilities to enable Spire to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Enhanced Interruptible Loan Service rendered by Spire to Customer through use of Spire's storage facility pursuant to a Hub Services Agreement.

Enhanced Interruptible Loan Service rendered by Spire 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") up to a cumulative loan total of Customer's Maximum Loan Quantity ("MLQ"), as stated in the Hub Services Agreement with Customer, provided that all Firm Storage Service nominations for withdrawal have been satisfied and system needs allow. Customer agrees to replace the borrowed quantities of Gas to Spire at a time to be agreed upon as set forth in the Hub Services Agreement by delivering Gas, including Fuel Reimbursement, to Point(s) of Receipt in quantities on any Day up to Customer's Maximum Daily Injection Quantity ("MDIQ"), as stated in the Hub Services Agreement with Customer, provided that all Firm Storage Service nominations for injection have been satisfied and system needs allow.

To the extent Gas which is advanced to an enhanced interruptible Customer hereunder is needed by Spire in order to satisfy Spire's obligations to Firm Storage Services or to meet system needs, Spire may at its reasonable judgment 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 EILS Gas quantities borrowed by Customer at a time to be agreed upon. Unless Spire otherwise agrees, Customer shall be required to make ratable injections.

If Customer fails to replace or replenish Gas advanced by Spire to Customer at the agreed upon time, Spire may purchase replacement Gas and Customer shall pay Spire the cost of the replacement Gas, which shall include the actual cost of replacement supplies and any costs or penalties incurred by Spire or its Customers as a result of Customer's failure to deliver replacement Gas, plus all other costs incurred by Spire 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.

In the event Spire needs to require Customer to inject Gas into storage pursuant to this section, Spire shall provide next day notice to Customer that it must inject Gas at its MDIQ during the next Gas Day. Spire shall repeat this notice on a daily basis until all of the Gas advanced by Spire to Customer is replaced or until the circumstances necessitating interruption of Customer's loan are alleviated. In the event Customer makes a timely nomination in response to a notification by Spire pursuant to this paragraph, Customer's obligation to comply with that notification shall be tolled until such time as Spire's operational conditions allow Spire to schedule the nomination.

3. RATES AND CHARGES

Customer shall pay the rates and charges for Enhanced Interruptible Loan Service under this Rate Schedule pursuant to the applicable loan rate components on the EILS Rate Statement and as described below:

1. **Enhanced Interruptible Loan Charge.** A monthly charge for each Dth of Customer's Maximum Loan Quantity.
2. **Enhanced Interruptible Loan Injection Charge.** A usage charge for each Dth of Gas injected into Spire's facilities pursuant to Section 5.6.2 of this Rate Schedule.
3. **Enhanced Interruptible Loan Withdrawal Charge.** A usage charge for each Dth of Gas withdrawn from Spire's facilities pursuant to Section 5.6.2 of this Rate Schedule.
4. **Fuel Reimbursement.** The amount of Gas for fuel and lost and unaccounted for volumes determined in accordance with Section 6.21 of the GT&C of this FERC Gas Tariff and set forth in the Customer's Hub Services Agreement.
5. **Regulatory Fees and Charges.** Customer shall reimburse Spire for all fees and charges, including, but not limited to, those 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.
6. **Taxes.** Customer shall reimburse Spire for all applicable taxes as may be assessed Spire, as set forth in Section 6.17 of the GT&C of this FERC Gas Tariff and in the Hub Services

Agreement.

4. INVOICE

Each invoice for interruptible loan service under this Rate Schedule shall reflect the applicable charges set forth under Section 5.6.3 of this Rate Schedule at rates set forth in Customer's Hub Services Agreement.

5. TERM

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

6. AUTHORIZATION, RATES, TERMS AND CHANGES

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 Commission, and any state or local governmental agency having jurisdiction, of requisite authorization for Spire to provide the loan service contemplated hereby and to construct and operate the 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.

2. Spire shall have the right to propose to the Commission 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 Spire and its Customer(s) shall remain in effect during the term of the Hub Services Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to any cause whatsoever, Spire's capability to receive or deliver quantities of Gas is impaired so that Spire is unable to receive or deliver the quantities provided for in its Storage Service Agreements with Customers for enhanced interruptible services, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 6.8 of the GT&C of this FERC Gas Tariff.

8. AGENT

Customer must provide written notice to Spire of the name, and other pertinent information, of another person ("Agent") that has agency authority to act for Customer pursuant to a Storage Service Agreement. The Customer remains bound by its obligations under an

Agreement, and commitments made by an Agent on behalf of the Customer are binding on the Customer. The Customer must provide prompt written notice of the termination of the agency arrangement.

9. GENERAL TERMS AND CONDITIONS

Applicable provisions of the GT&C 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 EILS Rate Schedule, where applicable.

SECTION 5.7
EIWS RATE SCHEDULE
ENHANCED INTERRUPTIBLE WHEELING SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of Enhanced Interruptible Wheeling Service from Spire, provided that:

1. Spire has determined that it has sufficient operationally available interruptible wheeling, receipt and delivery capacity to perform service Customer has requested;
2. Spire has determined that service Customer has requested will not interfere with efficient operation of its system or with Firm Storage Services;
3. Customer and Spire have executed a Hub Services Agreement under this Rate Schedule;
4. 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
5. Service under this Rate Schedule may not be available to the extent that Spire would be required to construct, modify, expand or acquire any facilities to enable Spire to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Enhanced Interruptible Wheeling Service rendered by Spire to Customer through use of Spire's storage facility pursuant to a Hub Services Agreement.

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

Spire shall, on an interruptible basis, receive for Customer at Point(s) of Receipt and shall transport and deliver at the Point(s) of Delivery, less Fuel Reimbursement, daily quantities of Gas up to the Maximum Daily Wheeling Quantity ("MDTQ") as specified the Customer's Hub Services Agreement; provided, however, Spire shall not be obligated to receive, transport and/or deliver quantities of Gas on any Day in excess of the quantity Customer has nominated and scheduled for that Day. Enhanced Interruptible Wheeling Service shall be available only in the event that all Firm Storage Service needs have been satisfied.

3. RATES AND CHARGES

Customer shall pay rates and charges for Enhanced Interruptible Wheeling Service under this Rate Schedule pursuant to the applicable wheeling rate components on the EIWS Rate Statement and as described below:

1. **Enhanced Interruptible Wheeling Charge.** A monthly charge for each Dth of Customer's MDTQ.
2. **Enhanced Interruptible Wheeling Commodity Charge.** A usage charge for each Dth of Customer's Gas wheeled by Spire.
3. **Fuel Reimbursement.** The amount of Gas for fuel and lost and unaccounted for volumes determined in accordance with Section 6.21 of this FERC Gas Tariff and as set forth in Customer's Hub Services Agreement.
4. **Regulatory Fees and Charges.** Customer shall reimburse Spire for all fees and charges, including, but not limited to, those 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.
5. **Taxes.** Customer shall reimburse Spire for all applicable taxes as may be assessed Spire, as set forth in Section 6.17 of the GT&C of this FERC Gas Tariff and in the Hub Services Agreement.

4. INVOICE

Each invoice for enhanced interruptible wheeling service under this Rate Schedule shall reflect the applicable charges set forth under Section 5.7.3 of this Rate Schedule at rates set forth in Customer's Hub Services Agreement.

5. TERM

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

6. AUTHORIZATION, RATES, TERMS AND CHANGES

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 Commission, and any state or local governmental agency having jurisdiction, of requisite authorization for Spire to provide the wheeling service contemplated hereby and to construct and operate the 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.

2. Spire shall have the right to propose to the Commission or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Customer's 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 Spire and its Customer(s) shall remain in effect during the term of the Hub Services Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to any cause whatsoever, Spire's capability to receive or deliver quantities of Gas is impaired so that Spire is unable to receive or deliver the quantities provided for in its Storage Service Agreements with Customers for enhanced interruptible services, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 6.8 of the GT&C of this FERC Gas Tariff.

8. AGENT

Customer must provide written notice to Spire of the name, and other pertinent information, of another person ("Agent") that has agency authority to act for Customer pursuant to a Storage Service Agreement. The Customer remains bound by its obligations under an Agreement, and commitments made by an Agent on behalf of the Customer are binding on the Customer. The Customer must provide prompt written notice of the termination of the agency arrangement.

9. GENERAL TERMS AND CONDITIONS

Applicable provisions of the GT&C 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 EIWS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein.

SECTION 5.8
RATE SCHEDULE
ISS - INTERRUPTIBLE STORAGE SERVICE

1. AVAILABILITY

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

1. Spire has determined that it has sufficient operationally available interruptible storage capacity and injection and withdrawal capacity to perform the service Customer has requested;
2. Customer and Spire have executed an Interruptible Storage Service Agreement under this Rate Schedule;
3. Customer accepts responsibility for arranging any transportation service required for utilization of the storage service provided under this Rate Schedule;
4. Spire has determined that the service Customer has requested will not interfere with the efficient operation of its system or with Firm Storage Services; and
5. Service under this Rate Schedule may not be available to the extent that Spire would be required to construct, modify, expand or acquire any facilities to enable Spire to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all interruptible storage service rendered by Spire to Customer through use of Spire's storage facility pursuant to an Interruptible Storage Service Agreement.

1. Interruptible storage service rendered 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") as stated in the Interruptible Storage Service Agreement, plus Fuel Reimbursement, at the Point(s) of Receipt and the injection of Gas so received into storage, provided that all Firm Storage Service nominations for injections have been satisfied and Customer's Storage Inventory has not exceeded Customer's Maximum Storage Quantity ("MSQ");
 - (b) The storage of Gas in amounts up to Customer's interruptible MSQ, as stated in the Interruptible Storage Service Agreement, provided that all Firm Storage

Service requests to utilize Storage Inventory 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 Interruptible Storage Service Agreement and the delivery of such Gas to the Point(s) of Delivery, provided that all Firm Storage Service nominations for withdrawal have been satisfied and provided that Customer has a quantity of Gas in Customer's interruptible Storage Inventory not less than the quantity Customer shall have nominated for withdrawal on such Day.

2. To the extent interruptible storage capacity which is being utilized by an interruptible Customer hereunder is needed by Spire in order to satisfy Spire's obligations to Firm Storage Service Customers, Spire shall require Customer to withdraw all, or any portion of, the ISS Gas quantities held in storage by Spire for the account of Customer as specified by Spire. Unless Spire otherwise agrees, Customer shall be required to make ratable withdrawals. If Customer fails to withdraw such ISS Gas from storage, Spire may take, free and clear of any adverse claims, title to such Storage Inventory as Customer was instructed to withdraw. Spire'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 Spire needs to require Customer to withdraw its Gas from storage pursuant to this section, Spire shall provide next day notice to Customer that it must withdraw Gas at its MDWQ during the next Gas Day. Spire shall repeat this notice on a daily basis until all of Customer's Gas is withdrawn from storage or until the circumstances necessitating interruption are alleviated. In the event Customer makes a timely nomination in response to a notification by Spire pursuant to this section, Customer's obligation to comply with that notification shall be tolled until such time as Spire's operational conditions allow Spire to schedule the nomination.

3. RATES AND CHARGES

Customer shall pay rates and charges for interruptible storage service under this Rate Schedule pursuant to the applicable storage rate components on the ISS Rate Statement and as described below:

1. **Storage Inventory Charge.** A usage charge for each Dth of Gas in Customer's Storage Inventory pursuant to Section 5.8.2.1(b) of this Rate Schedule at the end of each Day, for each Day during a given Month.
2. **Storage Injection Charge.** A usage charge for each Dth of Customer's Gas injected into Spire's facilities pursuant to Section 5.8.2.1(a) of this Rate Schedule.
3. **Storage Withdrawal Charge.** A usage charge for each Dth of Customer's Gas withdrawn from Spire's facilities pursuant to Section 5.8.2.1(c) of this Rate Schedule.

4. Fuel Reimbursement. The amount of Gas for fuel and lost and unaccounted for volumes determined in accordance with Section 6.21 of the GT&C of this FERC Gas Tariff and set forth in Customer's Interruptible Storage Service Agreement.

5. Regulatory Fees and Charges. Customer shall reimburse Spire for all fees and charges, including, but not limited to, those 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 Interruptible Storage Service Agreement.

6. Taxes. Customer shall reimburse Spire for all applicable taxes as may be assessed Spire, as set forth in Section 6.17 of the GT&C of this FERC Gas Tariff and in Customer's Interruptible Storage Service Agreement.

4. INVOICE

Each invoice for interruptible storage service under this Rate Schedule shall reflect the applicable charges set forth under Section 5.8.3 of this Rate Schedule, at rates set forth in Customer's Interruptible Storage Service Agreement.

5. TERM

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

6. AUTHORIZATION, RATES, TERMS AND CHANGES

1. The Interruptible 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 Commission, and any state or local governmental agency having jurisdiction, of requisite authorization for Spire 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.

2. Spire shall have the right to propose to FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Interruptible 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 Spire and its Customer(s) shall remain in effect during the term(s) of the Interruptible Storage Service Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to any cause whatsoever, Spire's capability to receive or deliver quantities of Gas

is impaired so that Spire is unable to receive or deliver the quantities provided for in its Storage Service Agreements with Customers for interruptible services, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 6.8 of the GT&C of this FERC Gas Tariff.

8. EXPIRATION OF TERM

1. Upon expiration without renewal or upon termination of Customer's Interruptible Storage Service Agreement, any of Customer's Gas remaining in Spire's storage facility shall be disposed of pursuant to an auction held in accordance with Section 6.34 of the GT&C of this FERC Gas Tariff. However, if Customer was unable to withdraw its ISS Gas quantities due to an interruption of Customer's withdrawal service by Spire 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.

2. Payment for the remaining quantities of Gas shall appear as a credit on the last statement rendered by Spire to Customer. To the extent that the credit exceeds the total charges in that statement, the difference shall be paid by Spire to Customer on or before the 25th Day of the Month following the Month in which the last statement was rendered by Spire to Customer.

3. In the event that Spire purchases and takes title to any of Customer's Gas pursuant to this section, Spire shall dispose of such Gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 6.34 of the GT&C of this FERC Gas Tariff.

9. AGENT

Customer must provide written notice to Spire of the name, and other pertinent information, of another person ("Agent") that has agency authority to act for Customer pursuant to a Storage Service Agreement. The Customer remains bound by its obligations under an Agreement, and commitments made by an Agent on behalf of the Customer are binding on the Customer. The Customer must provide prompt written notice of the termination of the agency arrangement.

10. GENERAL TERMS AND CONDITIONS

Applicable provisions of the GT&C 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 ISS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein.

SECTION 5.9
RATE SCHEDULE
IHBS - INTERRUPTIBLE HOURLY BALANCING SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of interruptible hourly balancing storage service from Spire, provided that:

1. Spire has determined that it has sufficient operationally available interruptible storage capacity and injection and withdrawal capacity to perform the service Customer has requested;
2. Customer and Spire have executed an Interruptible Hourly Balancing Service Agreement under this Rate Schedule;
3. Customer accepts responsibility for arranging any transportation service required for utilization of the storage service provided under this Rate Schedule, including making any necessary arrangements with pipeline Transporter(s) for Customer to utilize hourly balancing service at one or more Point(s) of Delivery on the transporting pipeline system(s) (any such arrangements for utilization of hourly balancing service must be acceptable to Spire, in its reasonable judgment);
4. Spire has determined that it can offer Interruptible hourly balancing service between the Customer's Point(s) of Delivery on the transporting pipeline(s) and Spire's Point(s) of Delivery/Point(s) of Receipt;
5. Spire has determined that the service Customer has requested will not interfere with the efficient operation of its system or with Firm Storage Services; and
6. Service under this Rate Schedule may not be available to the extent that Spire would be required to construct, modify, expand or acquire any facilities to enable Spire to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all interruptible hourly balancing service rendered by Spire to Customer through use of Spire's storage facility pursuant to an Interruptible Hourly Balancing Service Agreement.

1. Interruptible hourly balancing service rendered 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 the Maximum Daily Injection Quantity ("MDIQ") as stated in Customer's

Interruptible Hourly Balancing Service Agreement, plus Fuel Reimbursement, at the Point(s) of Receipt and the injection of Gas so received into storage, provided that all Firm Storage Service nominations for injections have been satisfied and Customer's Storage Inventory has not exceeded Customer's Maximum Storage Quantity ("MSQ");

- (b) The storage of Gas in amounts up to the interruptible MSQ, as stated in Customer's Interruptible Hourly Balancing Service Agreement, provided that all Firm Storage Service requests to utilize Storage Inventory have been satisfied;
- (c) The withdrawal from storage on any Day of Customer's Gas per Customer's nomination up to the Maximum Daily Withdrawal Quantity ("MDWQ") as stated in Customer's Interruptible Hourly Balancing Service Agreement and the delivery of such Gas to the Point(s) of Delivery, provided that all Firm Storage Service nominations for withdrawal have been satisfied and provided that Customer has a quantity of Gas in Customer's interruptible Storage Inventory not less than the quantity Customer shall have nominated for withdrawal on such Day; and
- (d) For each hour during a Day, subject to the maximum hourly limit as set forth in Customer's Interruptible Hourly Balancing Service Agreement, the receipt or delivery by Spire at the Point(s) of Receipt/Delivery designated by Customer of hourly balancing quantities of Gas which shall be the difference, on an hourly basis, between (i) the injections to or withdrawals from Spire's storage of Gas as nominated by Customer to meet Customer's desired hourly pattern of deliveries at its delivery point(s) on the Transporter's (s') pipeline system(s) and (ii) Customer's ratable flow quantities on Spire's system (1/24 of Daily nominated quantities); provided that all Firm Storage Service nominations have been satisfied and that hourly balancing quantities shall not cause Customer's interruptible Storage Inventory to exceed the MSQ set forth in Customer's Interruptible Hourly Balancing Service Agreement or to be less than zero (0).

2. Hourly balancing quantities must be nominated and scheduled pursuant to this Rate Schedule and Section 6.7 of the GT&C of this FERC Gas Tariff. In addition to the next day and intraday nominations provided for in Section 6.7 of the GT&C, Customer shall be permitted to submit nominations for hourly balancing quantities, and to adjust its hourly balancing quantity nominations within a Day by providing not less than one hour notice to Spire before the start of an hour for which Customer requests to change a nomination, provided that such hourly nominations, including changes in hourly nominations, are subject to confirmation with the transporting pipeline. Interruptible Hourly Balancing Service is not intended to serve as an operational balancing agreement to account for hourly deviations between scheduled volumes and volumes actually taken by Customer at its point(s) of delivery on the transporting pipeline(s). Such deviations shall be subject to reconciliation pursuant to the Customer's transportation agreement(s) with its pipeline Transporter(s) and the pipeline Transporter's (s') tariff(s).

3. In the event Customer desires to use interruptible balancing service for balancing at more than one delivery point on Transporters' pipeline systems under its Interruptible Hourly Balancing Service Agreement, hourly balancing quantities for each such delivery point shall be separately determined, nominated and used for purposes of billing the Hourly Balancing Charge(s) set forth in this section.

4. To the extent interruptible storage capacity which is being utilized by an interruptible Customer hereunder is needed by Spire in order to satisfy Spire's obligations to Firm Storage Service Customers, Spire shall require Customer to withdraw all, or any portion of, the IHBS Gas quantities held in storage by Spire for the account of Customer as specified by Spire. Unless Spire otherwise agrees, Customer shall be required to make ratable withdrawals. If Customer fails to withdraw such IHBS Gas from storage, Spire may take, free and clear of any adverse claims, title to such IHBS Storage Inventory as Customer was instructed to withdraw. Spire'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 Spire needs to require Customer to withdraw its Gas from storage pursuant to this section, Spire shall provide next day notice to Customer that it must withdraw Gas at its MDWQ during the next Gas Day. Spire shall repeat this notice on a daily basis until all of Customer's Gas is withdrawn from storage or until the circumstances necessitating interruption are alleviated. In the event Customer makes a timely nomination in response to a notification by Spire pursuant to this paragraph, Customer's obligation to comply with that notification shall be tolled until such time as Spire's operational conditions allow Spire to schedule the nomination.

3 RATES AND CHARGES

Customer shall pay rates and charges for interruptible hourly balancing service under this Rate Schedule pursuant to the applicable storage rate components on the IHBS Rate Statement and as described below:

1. **Hourly Balancing Charge.** A usage charge for each Dth of hourly balancing quantities injected to or withdrawn from storage for Customer's account pursuant to Section 2.1(d) of this Rate Schedule.

2. **Storage Inventory Charge.** A usage charge for each Dth of Gas in Customer's Storage Inventory pursuant to Section 5.9.2.1(b) of this Rate Schedule at the end of each Day, for each Day during a given Month.

3. **Storage Injection Charge.** A usage charge for each Dth of Customer's Gas injected into Spire's facilities pursuant to Section 5.9.2.1(a) of this Rate Schedule.

4. **Storage Withdrawal Charge.** A usage charge for each Dth of Customer's Gas withdrawn from Spire's facilities pursuant to Section 5.9.2.1(c) of this Rate Schedule.

5. **Fuel Reimbursement.** The amount of Gas for fuel and lost and unaccounted for

volumes determined in accordance with Section 6.21 of the GT&C of this FERC Gas Tariff and set forth in Customer's Interruptible Hourly Balancing Service Agreement.

6. **Regulatory Fees and Charges.** Customer shall reimburse Spire for all fees and charges, including, but not limited to, those 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 Interruptible Hourly Balancing Service Agreement.

7. **Taxes.** Customer shall reimburse Spire for all applicable taxes as may be assessed Spire, as set forth in Section 6.17 of the GT&C of this FERC Gas Tariff and in Customer's Interruptible Hourly Balancing Service Agreement.

4. INVOICE

Each invoice for interruptible hourly balancing service under this Rate Schedule shall reflect the applicable charges set forth under Section 5.9.3 of this Rate Schedule, at rates set forth in Customer's Interruptible Hourly Balancing Service Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in the Interruptible Hourly Balancing Service Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

1. The Interruptible Hourly Balancing 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 Commission, and any state or local governmental agency having jurisdiction, of requisite authorization for Spire 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.

2. Spire shall have the right to propose to FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Interruptible Hourly Balancing 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 Spire and its Customer(s) shall remain in effect during the term(s) of the Interruptible Hourly Balancing Service Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to any cause whatsoever, Spire's capability to receive or deliver quantities of Gas

is impaired so that Spire is unable to receive or deliver the quantities provided for in its Storage Service Agreements with Customers for interruptible services, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 6.8 of the GT&C of this FERC Gas Tariff.

8. EXPIRATION OF TERM

1. Upon expiration without renewal or upon termination of Customer's Interruptible Hourly Balancing Service Agreement, any of Customer's Gas remaining in Spire's storage facility shall be disposed of pursuant to an auction held in accordance with Section 6.34 of the GT&C of this FERC Gas Tariff. However, if Customer was unable to withdraw its IHBS Gas quantities due to an interruption of Customer's withdrawal service by Spire 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.

2. Payment for the remaining quantities of Gas shall appear as a credit on the last statement rendered by Spire to Customer. To the extent that the credit exceeds the total charges in that statement, the difference shall be paid by Spire to Customer on or before the 25th Day of the Month following the Month in which the last statement was rendered by Spire to Customer.

3. In the event that Spire purchases and takes title to any of Customer's Gas pursuant to this Section 5.9.8, Spire shall dispose of such Gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 6.34 of the GT&C of this FERC Gas Tariff.

9. AGENT

Customer must provide written notice to Spire of the name, and other pertinent information, of another person ("Agent") that has agency authority to act for Customer pursuant to a Storage Service Agreement. The Customer remains bound by its obligations under an Agreement, and commitments made by an Agent on behalf of the Customer are binding on the Customer. The Customer must provide prompt written notice of the termination of the agency arrangement.

10. GENERAL TERMS AND CONDITIONS

Applicable provisions of the GT&C 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 IHBS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein.

SECTION 5.10
RATE SCHEDULE
IP - INTERRUPTIBLE PARKING SERVICE

1. AVAILABILITY

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

1. Spire has determined that it has sufficient operationally available interruptible storage capacity and injection or withdrawal capacity to perform the parking service Customer has requested;
2. Spire has determined that the parking service Customer has requested will not interfere with efficient operation of its system or with Firm Storage Services;
3. Customer and Spire have executed a Hub Services Agreement under this Rate Schedule;
4. Customer accepts responsibility for arranging any transportation service required for utilization of the parking service provided under this Rate Schedule; and
5. Service under this Rate Schedule may not be available to the extent that Spire would be required to construct, modify, expand or acquire any facilities to enable Spire to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all interruptible parking service rendered by Spire to Customer through use of Spire's storage facility pursuant to a Hub Services Agreement.

Interruptible parking service rendered by Spire 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 Spire. Service under this Rate Schedule includes:

1. 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 A of the Hub Services Agreement with Customer, provided that all Firm Storage Service nominations for injection have been satisfied, Customer's Park Quantity is less than the Maximum Park Quantity set forth in Exhibit A of the Hub Services Agreement, Customer delivers the nominated quantity plus Fuel Reimbursement to the Point(s) of Receipt, and Customer's Park Balance has not exceeded Customer's Maximum Park Quantity;
2. The storage of Gas in amounts up to Customer's Maximum Park Quantity provided that all Firm Storage Service storage needs have been satisfied; and

3. The withdrawal from storage on any Day and delivery of Customer's Gas per Customer's nomination to the Point(s) of Delivery up to Customer's Maximum Daily Withdrawal Quantity ("MDWQ") stated in Exhibit A of the Hub Services Agreement with Customer, provided that all Firm Storage 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 Spire in order to satisfy Spire's obligations to Firm Storage Services, Spire shall require Customer to withdraw all, or any portion of, the IP Gas quantities held in storage by Spire for the account of Customer as specified by Spire. Unless Spire otherwise agrees, Customer shall be required to make ratable withdrawals. If Customer fails to withdraw such IP Park Balance, then Spire may take, free and clear of any adverse claims, title to such IP Park Balance as Customer was instructed to withdraw. Spire'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 Spire needs to require Customer to withdraw its Gas from storage pursuant to this section, Spire shall provide next day notice to Customer that it must withdraw Gas at its MDWQ during the next Gas Day. Spire shall repeat this notice on a daily basis until all of Customer's Gas is withdrawn from storage or until the circumstances necessitating interruption are alleviated. In the event Customer makes a timely nomination in response to a notification by Spire pursuant to this paragraph, Customer's obligation to comply with that notification shall be tolled until such time as Spire's operational conditions allow Spire to schedule the nomination.

3. RATES AND CHARGES

Customer shall pay rates and charges for interruptible parking service under this Rate Schedule pursuant to the applicable parking rate components on the IP Rate Statement and as described below:

1. **Interruptible Parking Charge.** A usage charge for each Dth of Gas in Customer's Park Balance at the end of each Day, for each Day during a given Month.

2. **Interruptible Parking Injection Charge.** A usage charge for each Dth of Customer's Gas injected into Spire's facilities pursuant to Section 5.10.2(a) of this Rate Schedule during a given invoice period.

3. **Interruptible Parking Withdrawal Charge.** A usage charge for each Dth of Customer's Gas withdrawn from Spire's facilities pursuant to Section 5.10.2(c) of this Rate Schedule during a given invoice period.

4. **Fuel Reimbursement.** The amount of Gas for fuel and lost and unaccounted for volumes determined in accordance with Section 6.21 of the GT&C of this FERC Gas Tariff and set forth in Exhibit A of Customer's Hub Services Agreement.

5. **Regulatory Fees and Charges.** Customer shall reimburse Spire for all fees and charges, including, but not limited to, those 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.

6. **Taxes.** Customer shall reimburse Spire for all applicable taxes as may be assessed Spire, as set forth in Section 6.17 of the GT&C of this FERC Gas Tariff and in Exhibit A of Customer's Hub Services Agreement.

4. INVOICE

Each invoice for interruptible parking service under this Rate Schedule shall reflect the applicable charges set forth under Section 5.10.3 of this Rate Schedule at rates set forth in Exhibit A of Customer's Hub Services Agreement.

5. TERM

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

6. AUTHORIZATION, RATES, TERMS AND CHANGES

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 Commission, and any state or local governmental agency having jurisdiction, of requisite authorization for Spire to provide the parking service contemplated hereby and to construct and operate the 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.

2. Spire shall have the right to propose to 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 Spire and its Customer(s) shall remain in effect during the term of Exhibit A of the Hub Services Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to any cause whatsoever, Spire's capability to receive or deliver quantities of Gas is impaired so that Spire is unable to receive or deliver the quantities provided for in its Storage Service Agreements with Customers for interruptible services, then capacity, withdrawals and/or

injections will be allocated according to the priority of service as set forth in Section 6.8 of the GT&C of this FERC Gas Tariff.

8. EXPIRATION OF TERM

1. Upon expiration without renewal or upon termination of Exhibit A of Customer's Hub Storage Service Agreement, any of Customer's Gas remaining in Spire's storage facility shall be disposed of pursuant to an auction held in accordance with Section 6.34 of the GT&C of this FERC Gas Tariff. However, if Customer was unable to withdraw its IP Gas quantities due to an interruption of Customer's withdrawal service by Spire 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.

2. Payment for the remaining quantities of Gas shall appear as a credit on the last statement rendered by Spire to Customer. To the extent that the credit exceeds the total charges in that statement, the difference shall be paid by Spire to Customer on or before the 25th Day of the Month following the Month in which the last statement was rendered by Spire to Customer.

3. In the event that Spire purchases and takes title to any of Customer's Gas pursuant to this section, Spire shall dispose of such gas at auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 6.34 of the GT&C of this FERC Gas Tariff.

9. AGENT

Customer must provide written notice to Spire of the name, and other pertinent information, of another person ("Agent") that has agency authority to act for Customer pursuant to a Storage Service Agreement. The Customer remains bound by its obligations under an Agreement, and commitments made by an Agent on behalf of the Customer are binding on the Customer. The Customer must provide prompt written notice of the termination of the agency arrangement.

10. GENERAL TERMS AND CONDITIONS

Applicable provisions of the GT&C 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.

SECTION 5.11
RATE SCHEDULE
IL - INTERRUPTIBLE LOAN SERVICE

1. AVAILABILITY

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

1. Spire has determined that it has sufficient operationally available interruptible storage capacity, injection or withdrawal capacity to perform service Customer has requested;
2. Spire has determined that the loan service Customer has requested will not interfere with efficient operation of its system or with Firm Storage Services;
3. Customer and Spire have executed a Hub Services Agreement under this Rate Schedule;
4. Customer accepts responsibility for arranging any transportation service required for utilization of the loan service provided under this Rate Schedule; and
5. Service under this Rate Schedule may not be available to the extent that Spire would be required to construct, modify, expand or acquire any facilities to enable Spire to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all interruptible loan service rendered by Spire to Customer through use of Spire's storage facility pursuant to a Hub Services Agreement.

Interruptible loan service rendered by Spire 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 A of the Hub Services Agreement with Customer, provided that all Firm Storage Service nominations for withdrawal have been satisfied and system needs allow. Customer agrees to replace the borrowed quantities of Gas to Spire at a time to be agreed upon as set forth in Exhibit A of the Hub Services Agreement by delivering Gas, including Fuel Reimbursement, to Point(s) of Receipt in quantities on any Day up to Customer's Maximum Daily Injection Quantity ("MDIQ"), as stated in Exhibit A of the Hub Services Agreement with Customer, provided that all Firm Storage Service nominations for injection have been satisfied and system needs allow.

To the extent Gas which is advanced to an interruptible Customer hereunder is needed by Spire in order to satisfy Spire's obligations to Firm Storage Services or to meet system needs, Spire may at its reasonable judgment 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 Spire otherwise agrees, Customer shall be required to make ratable injections.

If Customer fails to replace or replenish Gas advanced by Spire to Customer at the agreed upon time, Spire may purchase replacement Gas and Customer shall pay Spire the cost of the replacement Gas, which shall include the actual cost of replacement supplies and any costs or penalties incurred by Spire or its Customers as a result of Customer's failure to deliver replacement Gas, plus all other costs incurred by Spire 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.

In the event Spire needs to require Customer to inject Gas into storage pursuant to this section, Spire shall provide next day notice to Customer that it must inject Gas at its MDIQ during the next Gas Day. Spire shall repeat this notice on a daily basis until all of the Gas advanced by Spire to Customer is replaced or until the circumstances necessitating interruption of Customer's loan are alleviated. In the event Customer makes a timely nomination in response to a notification by Spire pursuant to this paragraph, Customer's obligation to comply with that notification shall be tolled until such time as Spire's operational conditions allow Spire to schedule the nomination.

3. RATES AND CHARGES

Customer shall pay the rates and charges for interruptible loan service under this Rate Schedule pursuant to the applicable loan rate components on the IL Rate Statement and as described below:

1. **Interruptible Loan Charge.** A usage charge for each Dth of Gas in Customer's Loan Balance at the end of each Day, for each Day during a given Month.
2. **Interruptible Loan Injection Charge.** A usage charge for each Dth of Gas injected into Spire's facilities pursuant to Section 5.11.2 of this Rate Schedule.
3. **Interruptible Loan Withdrawal Charge.** A usage charge for each Dth of Gas withdrawn from Spire's facilities pursuant to Section 5.11.2 of this Rate Schedule.
4. **Fuel Reimbursement.** The amount of Gas for fuel and lost and unaccounted for volumes determined in accordance with Section 6.21 of the GT&C of this FERC Gas Tariff and set forth in Exhibit A of Customer's Hub Services Agreement.
5. **Regulatory Fees and Charges.** Customer shall reimburse Spire for all fees and charges, including, but not limited to, those 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.

6. Taxes. Customer shall reimburse Spire for all applicable taxes as may be assessed Spire, as set forth in Section 6.17 of the GT&C of this FERC Gas Tariff and in Exhibit A of the Hub Services Agreement.

4. INVOICE

Each invoice for interruptible loan service under this Rate Schedule shall reflect the applicable charges set forth under Section 5.11.3 of this Rate Schedule at rates set forth in Customer's Hub Services Agreement.

5. TERM

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

6. AUTHORIZATION, RATES, TERMS AND CHANGES

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 FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for Spire to provide the loan service contemplated hereby and to construct and operate the 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.

2. Spire shall have the right to propose to 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 Spire and its Customer(s) shall remain in effect during the term of Exhibit A of the Hub Services Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to any cause whatsoever, Spire's capability to receive or deliver quantities of Gas is impaired so that Spire is unable to receive or deliver the quantities provided for in its Storage Service Agreements with Customers for interruptible services, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 6.8 of the GT&C of this FERC Gas Tariff.

8. AGENT

Customer must provide written notice to Spire of the name, and other pertinent

information, of another person (“Agent”) that has agency authority to act for Customer pursuant to a Storage Service Agreement. The Customer remains bound by its obligations under an Agreement, and commitments made by an Agent on behalf of the Customer are binding on the Customer. The Customer must provide prompt written notice of the termination of the agency arrangement.

9. GENERAL TERMS AND CONDITIONS

Applicable provisions of the GT&C 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.

**SECTION 5.12
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 Spire, provided that:

1. Spire has determined that it has sufficient operationally available interruptible wheeling, receipt and delivery capacity to perform service Customer has requested;
2. Spire has determined that service Customer has requested will not interfere with efficient operation of its system or with Firm Storage Services;
3. Customer and Spire have executed a Hub Services Agreement under this Rate Schedule;
4. 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
5. Service under this Rate Schedule may not be available to the extent that Spire would be required to construct, modify, expand or acquire any facilities to enable Spire to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all interruptible wheeling service rendered by Spire to Customer through use of Spire's storage facility pursuant to a Hub Services Agreement.

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

Spire shall, on an interruptible basis, receive for Customer at Point(s) of Receipt and shall transport and deliver at the Point(s) of Delivery, less Fuel Reimbursement, daily quantities of Gas up to the Maximum Daily Wheeling Quantity ("MDTQ") as specified the Customer's Hub Services Agreement; provided, however, Spire 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. Interruptible wheeling service shall be available only in the event that all Firm Storage Service needs have been satisfied.

3. RATES AND CHARGES

Customer shall pay the rates and charges for interruptible wheeling service under this Rate Schedule pursuant to the applicable wheeling rate components on the IW Rate Statement and as described below:

1. **Interruptible Wheeling Charge.** A usage charge for each Dth of Customer's Gas wheeled by Spire.

2. **Fuel Reimbursement.** The amount of Gas for fuel and lost and unaccounted for volumes determined in accordance with Section 6.21 of this FERC Gas Tariff and as set forth in Customer's Hub Services Agreement.

3. **Regulatory Fees and Charges.** Customer shall reimburse Spire for all fees and charges, including, but not limited to, those 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.

4. **Taxes.** Customer shall reimburse Spire for all applicable taxes as may be assessed, as set forth in Section 6.17 of the GT&C of this FERC Gas Tariff and in the Hub Services Agreement.

4. INVOICE

Each invoice for interruptible wheeling service under this Rate Schedule shall reflect the applicable charges set forth under Section 5.12.3 of this Rate Schedule at rates terms set forth in Customer's Hub Services Agreement.

5. TERM

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

6. AUTHORIZATION, RATES, TERMS AND CHANGES

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 Commission, and any state or local governmental agency having jurisdiction, of requisite authorization for Spire to provide the wheeling service contemplated hereby and to construct and operate the 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.

2. Spire shall have the right to propose to the Commission 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 Spire and its Customer(s) shall remain in effect during the term of the Hub Services Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to any cause whatsoever, Spire's capability to receive or deliver quantities of Gas is impaired so that Spire is unable to receive or deliver the quantities provided for in its Storage Service Agreements with Customers for interruptible services, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 6.8 of the GT&C of this FERC Gas Tariff.

8. AGENT

Customer must provide written notice to Spire of the name, and other pertinent information, of another person ("Agent") that has agency authority to act for Customer pursuant to a Storage Service Agreement. The Customer remains bound by its obligations under an Agreement, and commitments made by an Agent on behalf of the Customer are binding on the Customer. The Customer must provide prompt written notice of the termination of the agency arrangement.

9. GENERAL TERMS AND CONDITIONS

Applicable provisions of the GT&C 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.

GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

6.1 INTRODUCTORY STATEMENT

Except where expressly stated otherwise, the GT&C of Spire's currently effective FERC Gas Tariff shall apply to all Gas services rendered by Spire under any Storage Service Agreement, including, but not limited to, service under the FSS, FHBS, FP, FL, EISS, EILS, EIWS, ISS, IHBS, IP, IL, and IW Rate Schedules.

GENERAL TERMS AND CONDITIONS

6.2 DEFINITIONS

1. “Action Alert” shall have the meaning set forth in Section 6.8.
2. “Bcf” means billion (1,000,000,000) cubic feet.
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).
4. “Business Day” means Monday through Friday, excluding federal banking holidays for transactions in the United States.
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.
6. “Critical Notices” shall mean information pertaining to Spire conditions that affect scheduling or adversely affect scheduled Gas flow.
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.
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 Spire.
9. “Day” means a period of twenty-four (24) consecutive hours, beginning and ending at 9:00 a.m. (Central Clock Time (“CCT”)).
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.
11. “Elapsed Prorata Capacity” means that portion of the capacity that would have theoretically been available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly use of the capacity.
12. “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.
13. “FERC” or “Commission” means the Federal Energy Regulatory Commission or any successor agency.
 14. “Firm Storage Service” means any service under Rate Schedules FSS, FHBS, FP, or FL.
 15. “Fuel Reimbursement” shall have the meaning set forth in Section 6.21 of the General Terms and Conditions of this FERC Gas Tariff.
 16. “Gas” means natural gas in its natural state, produced from wells, including casing-head gas produced with crude oil, natural gas from gas wells and residue gas resulting from processing both casing-head gas and gas well gas.
 17. “Injection Period” shall mean the injection period stated in Exhibit “A” to Customer’s Firm Park Service Agreement or Customer’s Firm Loan Service Agreement whereby injections of Gas into storage are permitted.
 18. “Internet Web Site” means Spire’s HTML site accessible via the Internet’s World Wide Web and located at <http://www.gasnom.com/ip/spirestoragewest>.
 19. “Loan Balance” means the quantity of Gas, expressed in Dth, that Spire has loaned to Customer, provided that the Loan Balance shall never exceed Customer’s Maximum Loan Quantity specified in Customer’s Firm Loan Service Agreement or Customer’s Hub Services Agreement.
 20. “Maximum Daily Delivery Quantity” or “MDDQ” means the maximum quantity of Gas, expressed in Dths, specified in Customer’s Storage Service Agreement, that Customer may nominate and that Spire shall deliver at a Point of Delivery, subject to the nomination and scheduling provisions of Section 6.7 and the scheduling priority order in Section 6.8 of these General Terms and Conditions.
 21. “Maximum Daily Injection Quantity” or “MDIQ” means the maximum quantity of Gas, expressed in Dth, specified in Customer’s Storage Service Agreement, that Customer may nominate and that Spire shall receive at all Point(s) of Receipt for injection into storage each Day, subject to the nomination and scheduling provisions of Section 6.7, the scheduling priority order in Section 6.8 and the receipt and delivery point provisions of Section 6.9 of these General Terms and Conditions.
 22. “Maximum Daily Receipt Quantity” or “MDRQ” means the maximum quantity of Gas, expressed in Dths specified in Customer’s Storage Service Agreement, that Customer may nominate and that Spire shall receive at each Point of Receipt, subject to the nomination and scheduling provisions of Section 6.7, the scheduling priority order in

Section 6.8 and the receipt and delivery point provisions of Section 6.9 of these General Terms and Conditions.

23. “Maximum Daily Wheeling Quantity” or “MDTQ” means the maximum quantity of Gas, expressed in Dths, specified in Customer’s Hub Services Agreement that Customer may nominate and that Spire shall transport from a Point of Receipt to a Point of Delivery, subject to the nomination and scheduling provisions of Section 6.7, the scheduling priority order in Section 6.8 and the receipt and delivery point provisions of Section 6.9 of these General Terms and Conditions.
24. “Maximum Daily Withdrawal Quantity” or “MDWQ” means the maximum quantity of Gas, expressed in Dth, specified in Customer’s Storage Service Agreement, that Customer may nominate and that Spire shall withdraw from storage and tender to Customer at all Point(s) of Delivery, subject to the nomination and scheduling provisions of Section 6.7, the scheduling priority order in Section 6.8 and the receipt and delivery point provisions of Section 6.9 of these General Terms and Conditions.
25. “Maximum Hourly FHBS Quantity” means the maximum hourly quantity of Gas, expressed in Dth, that Spire, is obligated to receive or deliver, as specified in Customer’s Firm Hourly Balancing Service Agreement.
26. “Maximum Loan Quantity” means the maximum quantity of Gas, expressed in Dth, that Spire is obligated to loan to Customer at Spire’s storage facility located in Wyoming, as specified in Customer’s Firm Loan Service Agreement or in Customer’s Hub Services Agreement.
27. “Maximum Park Quantity” means the maximum quantity of Gas, expressed in Dth, that Customer is permitted to have in storage in Spire’s storage facility located in Wyoming, at any given time as specified in Customer’s Firm Parking Service Agreement or Customer’s Hub Services Agreement.
28. “Maximum Storage Quantity” means the maximum quantity of Gas, expressed in Dth, that Customer is permitted to have in storage in Spire’s storage facility located in Wyoming, at any given time as specified in the Storage Service Agreement.
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.
30. “North American Energy Standards Board” or “NAESB” means that accredited organization established to set standards for certain natural gas industry business practices and procedures. “WGQ” shall mean the Wholesale Gas Quadrant of NAESB. “NAESB Standards” shall mean the standardized business practices, procedures and criteria which have been adopted and published by the Wholesale Gas Quadrant of the

North American Energy Standards Board and which have been adopted by reference by the Commission.

31. “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 Spire’s system or to maintain operations required to provide efficient and reliable firm service. Whenever Spire experiences these conditions, any pertinent order will be referred to as an OFO.
32. “Park Balance” means the quantity of Gas, expressed in Dth, that Customer has in Spire’s storage facilities for Customer’s account, provided that the Park Balance shall never exceed Customer’s Maximum Park Quantity specified in Customer’s Firm Park Service Agreement or Customer’s Hub Services Agreement.
33. “Point(s) of Delivery” means the point or points located on Spire’s system, or a third party pipeline system used by Spire to provide service to its Customers pursuant to Section 6.9 of these General Terms and Conditions, specified in Customer’s Storage Service Agreement at which Spire shall tender Gas to Customer.
34. “Point(s) of Receipt” means the point or points located on Spire’s system, or a third party pipeline system used by Spire to provide service to its Customers pursuant to Section 6.9 of these General Terms and Conditions, specified in Customer’s Storage Service Agreement at which Spire shall receive Gas from Customer.
35. “Pooling” means 1) the aggregation of Gas from multiple physical and/or logical points to a single physical or logical point, and/or 2) the disaggregation of Gas from a single physical or logical point to multiple physical and/or logical points.
36. “Psig” means pounds per square inch gauge.
37. “Releasing Customer” means a Customer who has agreed to release some or all of its rights under its Storage Service Agreement for Firm Storage Service.
38. “Replacement Customer” means a Customer who has assumed any released rights to capacity of a Releasing Customer.
39. “Storage Inventory” means the quantity of working Gas, expressed in Dths, that a Customer has in place in Spire’s storage facilities for Customer’s account.
40. “Storage Service Agreement” means a Firm Storage Service Agreement, a Firm Hourly Balancing Agreement, a Firm Park Service Agreement, a Firm Loan Service Agreement, an Interruptible Storage Service Agreement, an Interruptible Hourly Balancing Service Agreement, a Hub Services Agreement or a Capacity Release Umbrella Agreement.

41. “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.
42. “Withdrawal Period” shall mean the withdrawal period stated in Exhibit “A” to Customer’s Firm Park Service Agreement or Customer’s Firm Loan Service Agreement whereby withdrawals of Gas from storage are permitted.

GENERAL TERMS AND CONDITIONS

6.3 REQUEST FOR SERVICE

1. Subject to any conditions set forth in the applicable Rate Schedules, this section shall govern qualifications for receipt of service under Rate Schedules FSS, FHBS, FP, FL, EISS, EILS, EIWS, ISS, IHBS, IP, IL, and IW.

2. Shipper information: All Customers requesting service from Spire must provide the following information in writing to Spire.

- (a) Customer's legal name in full and DUNS number.
- (b) Customer's mailing address for notices and billing.
- (c) Customer's street address if different from above.
- (d) The name(s), telephone number(s) and fax number(s) of Customers employees responsible for nominations and/or dispatching.
- (e) The name(s), telephone number(s) and fax number(s) of Customer employees responsible for payment of invoices.
- (f) The name(s), telephone number(s) and fax numbers(s) of Customer employees responsible for other matters.
- (g) Whether the Customer is affiliated with Spire.
- (h) Type of service requested.
- (i) Requested maximum quantities, stated in Dth per Day.
- (j) Requested date of commencement of service.
- (k) Requested term of service.
- (l) Requested Point(s) of Receipt and Point(s) of Delivery.
- (m) If applicable, a copy of an executed agreement between Customer and third party authorizing Customer to act on behalf of the third party to secure the service requested. If Customer requests service on behalf of a third party, Customer shall provide the name, address, telephone number and primary business of the third party.

No Requests for service will be processed until Customer has provided to Spire a completed Service Request Form, including information regarding any specific affiliation with Spire. All completed Service Request Forms must be sent by U.S. Postal Service, by express mail, by courier, or by facsimile, to:

Spire Storage West LLC
Attn: Commercial Services
3773 Richmond Avenue, Suite 300
Houston, Texas 77046
Phone: (800) 811-7703
Email: StorageCommercial@spireenergy.com

3. If Spire determines that it has available capacity which will support additional firm services, then Spire will post the availability of such capacity and make such capacity available for firm service(s). Spire may conduct an open season for such capacity. An open season shall be the period of time during which Spire will receive bids for the available capacity and such period of time shall be posted. The posting of an open season shall not preclude Spire from negotiating with any potential shippers regarding the available capacity.

4. If requests for firm service exceed available capacity, then capacity will be allocated based (1) on highest bid, or (2) pro rata among equal bids. Highest bid will be based on the highest economic value of the bids, using a net present value (“NPV”) determination. The NPV determination will be based on the volume, rate and term specified in the bids. In posting the availability of capacity pursuant to Section 6.3, Spire may identify any other factors that may be considered in evaluating bids for a particular capacity offering. Spire may also consider any operational conditions or limitations affecting the bids or the availability of the capacity.

5. Spire must certify that all necessary upstream and downstream arrangements will be in place on the date the service is to commence and that the Customer will have title or the right to acquire title to the Gas to be delivered to Spire;

6. Customer shall identify the location of any facilities to be constructed or installed by any party affected by the proposed service.

7. Customer’s request shall include a statement that it is willing to abide by the terms of the applicable rate schedule, including the GT&C.

8. If requesting any firm service, Customer shall make a prepayment by wire transfer in an amount equal to the lesser of the Customer’s applicable rates multiplied by Customer’s reservation quantities for two months service or \$10,000. The prepayment, plus the accrued interest from the date payment is received until the date service commences, shall be applied to the first month’s invoice, and to the invoices of subsequent month(s), as necessary, until the amount is fully credited. The accrued interest herein shall be computed in a manner

consistent with Section 154.501(d) of the Commission's Regulations.

9. If the requested service is not available, Spire shall refund the entire amount of the prepayment within thirty (30) Days of notification by Spire that service cannot be provided.

10. Customer or prospective Customer shall meet the creditworthiness provisions set forth in GT&C Section 6.4.

- (a) Evidence of creditworthiness. Acceptance of a service request and/or continuation of service is contingent upon Spire's completion of a credit appraisal it deems satisfactory in accordance with the criteria set forth in this Section. To enable Spire to conduct such credit appraisal, a Customer or prospective Customer shall submit the information enumerated below, to the extent such information is applicable to such Customer or prospective Customer; provided, however, that Spire's receipt of such material shall not be deemed acceptance of a request for service, which acceptance shall be made only after Spire's receipt of the material and information set forth below and a determination by Spire that the Customer or prospective Customer is sufficiently creditworthy. Spire may also request the information enumerated below at any time during the term of a Customer's Storage Service Agreement to reevaluate Customer's creditworthiness. A Customer or prospective Customer shall not be required to provide the foregoing information if the Customer or prospective Customer has a Credit Rating, as defined in GT&C Section 6.4, or if Customer or prospective Customer has agreed to provide Financial Assurances in accordance with Section 6.4. Spire shall maintain the confidentiality of any non-public information received from a Customer or prospective Customer pursuant to this Section. A Customer or prospective Customer shall be deemed creditworthy if the Customer or prospective Customer has an Acceptable Credit Rating, as defined in GT&C Section 6.4, or if the Customer or prospective Customer satisfies Spire's credit appraisal criteria based on an evaluation of the material provided by Customer or prospective Customer pursuant to this Section. If Spire concludes that a Customer or prospective Customer is not creditworthy, Spire shall provide written notice to the Customer or prospective Customer within ten (10) days after that determination is made. If requested by the Customer or prospective Customer, Spire will provide a written explanation of the basis for its determination within five (5) days of such request. A Customer or prospective Customer may challenge Spire's determination by providing a written rebuttal in accordance with GT&C Section 6.3.10(d)(6). Spire shall respond to such a rebuttal in writing within five (5) Business Days in accordance with Section 6.3.10(d)(7). Any reevaluation of credit by Spire in response to such a rebuttal by a Customer or prospective Customer shall be based on the creditworthiness criteria set forth in this Section.

- (1) Customer or 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, other filings with regulatory agencies which discuss the Customer's or 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) Customer or 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 Customer's or prospective Customer's obligations are being paid on a reasonably prompt basis;
- (3) Customer or 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 Customer or 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;
- (4) Customer or 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 Customer or prospective Customer has an on-going business relationship with Spire, no delinquent balances shall be outstanding for services Spire shall have previously performed and Customer shall have paid its account in the past according to the established terms and has not made deductions or withheld payment for claims not authorized by contract;
- (6) Customer or 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 Customers or 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 Customer's or prospective Customer's legal composition and a statement of the length of time Customer's or prospective Customer's business has been in operation; and
 - (9) Such other information as may be mutually agreed to by Spire and Customer or prospective Customer.
- (b) In the event Customer or prospective Customer cannot provide the information specified in Section 6.3.10(a)(1) above, it shall, if applicable, provide that information for its parent company.
- (c) Spire 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 Spire's request, fails to demonstrate creditworthiness in accordance with Section 6.3.10, and Spire may take such action as is permitted in GT&C Section 6.31; provided, however, that such Customer or prospective Customer may receive service under any Rate Schedule if it provides Financial Assurances pursuant to Section 6.4. For purposes of this Section 6.3.10(c), the insolvency of a Customer or prospective Customer shall be conclusively demonstrated by the filing by Customer or prospective Customer, or any parent entity thereof or guarantor of Customer or prospective 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 prospective Customer, or any parent entity thereof or guarantor of Customer or prospective 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 or prospective 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 prospective Customer, or any parent entity thereof or guarantor of Customer or prospective 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. Spire may not take any action under this Section 6.3.10(c) which conflicts with any order of the U.S. Bankruptcy Court.
- (d) Spire's determination of a Customer's or prospective Customer's creditworthiness shall be subject to the following procedures:

- (1) If Spire requests additional information to be used for credit evaluation after the initiation of service, Spire, contemporaneous with the request, shall provide its reason(s) for requesting the additional information to Customer and designate to whom the response shall be sent. Spire and Customer may mutually agree to waive the requirements of this standard.
- (2) Upon receipt of either an initial or follow-up request from Spire for information to be used for creditworthiness evaluation, Customer's or prospective Customer's authorized representative(s) shall acknowledge receipt of Spire's request. Spire and the Customer or prospective Customer may mutually agree to waive the requirements of this standard.
- (3) Customer's or prospective Customer's authorized representative(s) shall respond to Spire's request for credit information, as allowed by Spire's FERC Gas Tariff, on or before the due date specified in the request. Customer or prospective Customer shall provide all the credit information requested by Spire or provide the reason(s) why any of the requested information was not provided.
- (4) Upon receipt from Customer or prospective Customer of all credit information provided pursuant to applicable NAESB WGQ standards, Spire shall notify the Customer's or prospective Customer's authorized representative(s) that it has received such information. Spire and Customer or prospective Customer may mutually agree to waive the requirements of this standard.
- (5) (i) Customer or prospective Customer shall designate up to two representatives who are authorized to receive notices regarding the Customer's or prospective Customer's creditworthiness, including requests for additional information, pursuant to the applicable NAESB WGQ standards and shall provide to Spire the Internet e-mail addresses of such representatives prior to the initiation of service.

Written requests and responses shall be provided via Internet e-mail, unless otherwise agreed to by the parties. The obligation of Spire to provide creditworthiness notifications is waived until the above requirement has been met. Customer or prospective Customer shall manage internal distribution of any creditworthiness notices that are received.

- (ii) Spire shall designate, on its Internet Web Site or in written notices to Customer or prospective Customer, the Internet e-mail addresses of up to two representatives who are authorized to receive notices regarding Customer's or prospective Customer's

creditworthiness. Customer's or prospective Customer's obligation to provide confirmation of receipt is met by sending such confirmation to such representatives, and Spire shall manage internal distribution of any such confirmations.

- (6) At any time after Customer or prospective Customer is determined to be noncreditworthy by Spire, Customer or prospective Customer may initiate a creditworthiness re-evaluation by Spire. As part of Customer's or prospective Customer's reevaluation request, Customer or prospective Customer shall either update or confirm in writing the prior information provided to Spire related to Customer's or prospective Customer creditworthiness. Such update shall include any event(s) that Customer or prospective Customer believes could lead to a material change in Customer's or prospective Customer's creditworthiness.
 - (7) After Spire's receipt of a Customer's or prospective Customer's request for re-evaluation, including all required information pursuant to NAESB WGQ Standard 0.3.8 ("Customer's Request"), within five (5) Business Days, Spire shall provide a written response to Customer's Request. Such written response shall include either a determination of creditworthiness status, clearly stating the reason(s) for Spire's decision, or an explanation supporting a future date by which a re-evaluation determination will be made. In no event shall such re-evaluation determination exceed twenty (20) Business Days from the date of the receipt of Customer's Request unless specified in Spire's tariff or if the parties mutually agree to some later date.
 - (8) In complying with the creditworthiness related notifications pursuant to the applicable NAESB WGQ standards, the Customer(s) and Spire may mutually agree to other forms of communication in lieu of Internet e-mail notification.
11. Reservation of capacity for new services or expansion projects.
- (a) Reservation of capacity for new service - Unless allowed by Spire on a not unduly discriminatory basis, a request for service shall be made no earlier than 180 Days prior to the proposed commencement date of service. Spire may reserve capacity for such new service if Spire determines that such reservation is economically justified. Spire shall, on a limited-term basis up to the in-service date of the new service request, make generally available any capacity reserved under this section. The construction of any additional facilities required for a new service is addressed in Section 6.32 of the GT&C.
 - (b) Reservation of capacity for expansion projects - Spire may reserve for a future expansion project any currently available unsubscribed capacity or capacity to

become available at some future date. Spire may reserve capacity only for a future expansion project for which an open season has been held or will be held within one (1) year of the date Spire posts such capacity as being reserved. Capacity may be reserved for up to one (1) year prior to Spire filing for certificate approval for the expansion project, and thereafter until such expansion is placed into service. Spire shall, on a limited-term basis up to the in-service date of the expansion project, make generally available any capacity reserved under this section.

GENERAL TERMS AND CONDITIONS

6.4 CREDITWORTHINESS - FINANCIAL ASSURANCES

1. “Acceptable Credit Rating” means a Credit Rating for which Customer’s Unsecured Collateral Limit is greater than Customer’s Credit Exposure.

2. “Credit Rating” means the rating given to Customer’s unsecured long-term debt by Standard and Poor’s Financial Services LLC (“S&P”) or Moody’s Investor Services, Inc. (“Moody’s”), or an equivalent rating as determined by Spire based on Spire’s review of Customer’s financial information and Customer’s fully compliant past performance under one or more Storage Service Agreements with Spire. If both S&P and Moody’s have issued a Credit Rating to Customer, the lower rating shall apply for purposes of this FERC Gas Tariff.

3. “Credit Exposure” means an amount equal to: (1) in the case of Firm Services to be provided by Spire using existing facilities, reservation charges payable at the rate specified in Customer’s bid for service or Service Agreement for a period of three (3) Months or the duration of the Customer’s bid or Service Agreement, whichever is shorter; (2) in the case of Interruptible services to be provided by Spire using existing facilities, the Interruptible charge(s) calculated on a one hundred percent (100%) load factor basis payable for a period of three (3) Months or the duration of the Customer’s Service Agreement, whichever is shorter; or (3) for service that requires Spire to construct new facilities, an amount determined by Spire prior to the start of construction that is reasonable in light of the risks of the construction project, not to exceed Customer’s proportional share of the cost of the facilities to be constructed (which amount shall be reduced as Customer pays off the obligation for construction of new facilities); plus, for each of (1), (2) and (3), the Market Value of Loaned Gas.

4. “Market Value of Loaned Gas” means the Customer’s Loan Balance for service under Rate Schedules FL, EILS and IL, if any, multiplied by the average of the Kern River, Opal and SoCal Gas daily index prices for the applicable Day as published in Platts Gas Daily. Spire shall calculate Customer’s Market Value of Loaned Gas on a daily basis. A Customer’s Market Value for Loaned Gas shall be reduced to reflect the market value of any Customer-owned gas held in storage by Spire under a Storage Service Agreement; provided that Customer’s Market Value of Loaned Gas shall not be less than zero.

5 “Unsecured Collateral Limit” means the maximum amount of credit Spire will extend to a Customer, without Customer providing Financial Assurances pursuant to this Section 6.4, based upon the Customer’s Credit Rating, as provided in the table below:

S&P AAA to AA-	\$40,000,000
Moody’s Aaa to Aa3	
S&P A+ to A-	\$20,000,000
Moody’s A1 to A3	
S&P BBB+	\$10,000,000
Moody’s Baa1	
S&P BBB	\$2,000,000
Moody’s Baa2	

- (b) Customer shall provide to Spire, to secure its obligation to Spire pursuant to each of Customer's Service Agreements, a Guaranty granted to Spire by Customer's direct or indirect parent (the "Guarantor"), provided that the amount of such Guaranty shall not exceed the Unsecured Collateral Limit for such parent determined using the above criteria and parent's Credit Rating. The Guaranty shall be in a form acceptable to Spire and the provisions of this Section 6.4 shall apply to the Guarantor as if the Guarantor were the Customer;
- (c) If Customer has requested, Spire may accept other forms of Financial Assurances to secure Customer's obligations under the Service Agreements, provided that Spire may reject or accept such other forms of Financial Assurances in a manner that is not unduly discriminatory;
- (d) Customer shall prepay for service in an amount as set forth immediately below, provided that such prepayments shall be considered collateral held for security and not advance payments for services and that Customer may deposit its prepayment funds into an interest-bearing escrow account established by Customer granting Spire access to the account for payment of services under Customer's Service Agreement(s).

The dollar value of the Financial Assurances set forth above in this Section 6.4.10 to be provided by Customer shall be in an amount equal to Customer's Credit Exposure minus Customer's Unsecured Collateral Limit. Spire shall re-compute the dollar value of Financial Assurances Customer is required to provide on a daily basis. Spire shall notify Customer when such re-computation indicates that additional credit support is required to comply with the requirements of this Section based on a 10% increase in the daily computation of the amount of Financial Assurances over the Financial Assurances previously provided by Customer. Customer shall have two (2) Business Days to comply with a notification by Spire of insufficient credit support.

11. Customer's obligation to maintain an Acceptable Credit Rating or to provide Financial Assurances shall continue for so long as the Parties are bound by the Service Agreements and all transactions entered into thereunder. This obligation shall terminate when Customer has performed or satisfied all of its obligations under the Service Agreements and, upon such termination, Spire shall return to Customer, if applicable:

- (a) the Letter of Credit and funds held by Spire as security pursuant to Section 6.4.10(a) then in its possession but only to the extent it has not then applied such funds pursuant to this FERC Gas Tariff to the debts, expenses, costs, assessments and liabilities payable by Customer to Spire pursuant to the provisions of the Service Agreement(s);
- (b) the Guaranty held by Spire pursuant to Section 6.4.10(b);
- (c) any security accepted by Spire pursuant to Section 6.4.10(c); or
- (d) any amount prepaid by Customer pursuant to Section 6.4.10(d) not required to pay charges for service rendered under the Service Agreements.

GENERAL TERMS AND CONDITIONS

6.5 STORAGE OPERATIONS

1. Customer shall tender or cause to be tendered to Spire at the Point(s) of Receipt 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.

2. Subject to the operating conditions then existing on the delivering or receiving pipelines, Spire shall receive Gas for injection from Customer at the Point(s) of Receipt and deliver Gas to Customer at the Point(s) of Delivery as scheduled by Customer from time to time; provided that Spire 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 MSQ; nor shall Spire be obligated at any time to deliver more Gas to Customer than Customer has stored in its Storage Inventory or Park Balance, as applicable, or to receive from Customer more Gas than Customer has outstanding in its Loan Balance.

GENERAL TERMS AND CONDITIONS

6.6 WHEELING OPERATIONS

Customer shall tender or cause to be tendered to Spire at the Point(s) of Receipt 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.

GENERAL TERMS AND CONDITIONS

6.7 NOMINATIONS AND SCHEDULING

1. During any Day when Customer desires Spire to inject, withdraw or wheel Gas, Customer shall submit a nomination to Spire 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) and/or downstream transportation contract number(s), Point(s) of Receipt and/or Point(s) of Delivery, 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, or an hourly quantity for FHBS Rate Schedule or IHBS Rate Schedule Customers.

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.

2. Spire 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:

1:00 p.m. Nomination leaves control of the Customer;

1:15 p.m. Receipt of nomination by Spire (including from Title Transfer Tracking Service Providers ("TTTSPs"));

1:30 p.m. Spire provides quick response for validity of data elements;

4:30 p.m. Completed confirmations from upstream and downstream connected parties provided to Spire; and

5:00 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.

(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 6.7(2)(a) above for the following Day flow 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, shall be based on a daily quantity; thus, an intraday nominator need not submit an hourly nomination. Intraday nominations shall include an effective date and time. The interconnected parties shall agree on the hourly flows of the intraday nomination, if not otherwise addressed in Spire'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 Spire to the extent and only to the extent that Spire 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, Spire 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 6.8 of the GT&C of this FERC Gas Tariff. Nominations received after nomination deadline shall be scheduled after the nominations received before the nomination deadline.
- (e) Notices provided under this Section 6.7(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 Spire to all Transporters and shall be responsible for, and shall hold Spire harmless from, any and all liabilities and expense resulting from any such changes, unless the added expense is due to the negligence of Spire.
- (f) Minimum NAESB Nomination Standards. In the event the more flexible

nomination procedures set forth in Section 6.7(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 6.7(2)(f). Spire shall support the following standard nomination cycles:

- (1) The Timely Nomination Cycle: 1:00 p.m. for nominations leaving control of the nominating party; 1:15 p.m. for receipt of nominations by Spire (including from TTTSPs); 1:30 p.m. to send Quick Response; 4:30 p.m. for receipt of completed confirmations by Spire from upstream and downstream connected parties; 5:00 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 Spire (including from TTTSPs); 6:30 p.m. to send Quick Response; 8:30 p.m. for receipt of completed confirmations by Spire from upstream and downstream connected parties; 9:00 p.m. for Spire 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 Spire (including from TTTSPs); 10:30 a.m. to send Quick Response; 12:30 p.m. for receipt of completed confirmations by Spire from upstream and downstream connected parties; 1:00 p.m. for Spire 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 2:00 p.m. on the current Gas Day.
- (4) The Intraday 2 Nomination Cycle: 2:30 p.m. for nominations leaving control of the nominating party; 2:45 p.m. for receipt of nominations by Spire (including from TTTSPs); 3:00 p.m. to send Quick Response; 5:00 p.m. for receipt of completed confirmations by Spire from upstream and downstream connected parties; 5:30 p.m. for Spire 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 6:00 p.m. on the current Gas Day.

- (4) The Intraday 3 Nomination Cycle: 7:00 p.m. for nominations leaving control of the nominating party; 7:15 p.m. for receipt of nominations by Spire (including from TTTSPs); 7:30 p.m. to send Quick Response; 9:30 p.m. for receipt of completed confirmations by Spire from upstream and downstream connected parties; 10:00 p.m. for Spire 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 3 Nominations should be effective at 10:00 p.m. on the current Gas Day. Bumping is not allowed during the Intraday 3 Nomination Cycle.

For purposes of NAESB WGQ Standard No. 1.3.2(ii), (iii), (iv), and (v), the word “provides” shall mean, for transmittals pursuant to NAESB WGQ Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

3. Customer shall make available and tender any Gas to be injected hereunder and receive and accept delivery, upon tender by Spire, any Gas requested to be withdrawn from storage. 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 Spire) receive or deliver Gas, nor shall Spire be obligated to receive Gas or deliver Gas on an hourly basis at rates of flow in excess of 1/24 of Customer’s MDIQ or MDWQ, respectively. As determined by Spire in its sole and reasonable judgment, flow rates above 1/24 of Customer’s MDRQ or MDDQ may be permitted. A Customer shall not be permitted to nominate simultaneous injections to and withdrawals from storage under the same Storage Service Agreement or otherwise to engage in any nomination pattern that would result in Customer receiving the equivalent of unbundled transportation service, other than interruptible wheeling service provided by Spire in accordance with an Hub Services Agreement. The prohibition against simultaneous injection and withdrawal nominations shall not be deemed to limit a Customer’s right during a Day, subject to the priorities of service of Section 6.8 of the GT&C, to submit nominations in the Evening, Intraday 1, Intraday 2 and/or Intraday 3 nomination cycles, or at other times as may be permitted under this FERC Gas Tariff, that would result in a switch from previously nominated injections to withdrawals or from withdrawals to injections; provided that the Customer shall not nominate both injections and withdrawals under a single Service Agreement during any time period within a Day.

GENERAL TERMS AND CONDITIONS

6.8 PRIORITY, INTERRUPTION OF SERVICE AND OPERATIONAL FLOW ORDERS

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

- (a) (i) Firm Storage Services at primary Point(s) of Receipt, not in excess of MDRQ, and at primary Point(s) of Delivery, not in excess of MDDQ, or (ii) for constraints that develop after Gas is scheduled, Firm Storage Services at secondary Point(s) of Receipt or Delivery and Firm Storage Services at primary Point(s) of Receipt in excess of MDRQ, but less than or equal to MDIQ, and Firm Storage Services at primary Point(s) of Delivery, in excess of MDDQ but less than or equal to MDWQ.
- (b) For constraints that develop before Gas is scheduled, Firm Storage Services at secondary Point(s) of Receipt or Point(s) of Delivery and Firm Storage Services at primary Point(s) of Receipt, in excess of MDRQ but less than or equal to MDIQ, and Firm Storage Services at primary Point(s) of Delivery, in excess of MDDQ but less than or equal to MDWQ.
- (c) Enhanced interruptible services under Rate Schedules EISS, EILS, and EIWS.
- (d) All other interruptible services, including Excess Injection Gas and Excess Withdrawal gas (pursuant to Rate Schedule FSS), storage, parking, wheeling, and/or loaning pursuant to Section 6.8.2 below.
- (e) Make-up volumes to correct prior variances between (i) Transporter and the counterparty to a balancing agreement (pursuant to such agreement), (ii) Customer and Spire, and (iii) Customer and Transporter if the variance was due to Spire's failure to receive or deliver Customer's scheduled volumes.
- (f) Extended injections for firm service in excess of MDRQ/24 or extended withdrawals for firm service in excess of MDDQ/24.

If a capacity constraint is anticipated or planned (for example, due to system maintenance), Spire 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.

2. The order of priority relating to service requests for Excess Injection Gas and Excess Withdrawal Gas (pursuant to Rate Schedule FSS) and service under Rate Schedules ISS, IHBS, IP, and IL shall be allocated to each Customer in the manner specified in Section 6.8.3.

3. Interruption.

- (a) If on any Day Spire's capability to receive or deliver quantities is impaired so that Spire is unable to receive or deliver all the quantities which are scheduled, then interruption of service shall be implemented in the reverse order of priority set forth in Section 6.8.1.
- i. If Firm Storage Service must be interrupted, interruption of service to firm storage Customers shall be pro rata based on MDWQ, MDIQ, MSQ, Maximum Park Quantity or Maximum Loan Quantity, as applicable.
 - ii. If enhanced interruptible service under Rate Schedules EISS, EILS, and/or EIWS must be interrupted, interruption of service shall be based on the economic value of each transaction to Spire, the transaction having the lowest economic value to Spire shall be interrupted first. Any ties shall be interrupted on a pro rata basis.
 - iii. Interruption of service to interruptible Customers under Rate Schedules ISS, IHBS, IP, and IL and to firm Customers utilizing Excess Injection Gas and/or Excess Withdrawal Gas (pursuant to Rate Schedule FSS) shall be based on the charges applicable to each Customer for the portion(s) of service subject to interruption, with the transactions with the lowest net revenue to Spire being interrupted first. Any ties shall be interrupted on a pro rata basis.
- (b) Spire 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 Spire 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, Spire 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.

4. Interruption Liability. Spire 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 Spire's negligence or willful misconduct.

5. Action Alerts and Operational Flow Orders.

- (a) Circumstances Warranting Issuance: As specified in this Section 6.8.5, Spire

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 customers and for all firm services, and (5) to maintain the system in balance for the foregoing purposes.

- (b) **Actions to be Taken to Avoid Issuance:** Spire shall, to the extent 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, Spire will have the right to issue Action Alerts or OFOs, if necessary, in the circumstances described in Section 6.8.5(a).
- (c) **Preliminary Notifications/Follow-up Reports:** Spire 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:** Spire shall make an Action Alert or OFO as localized as is reasonably practicable based on Spire’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. Spire 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 6.8.5(f) and 6.8.5(g). The declaration to the affected parties of OFOs, critical periods and/or Critical Notices shall describe the conditions and the specific responses required from the affected parties.
- (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). Spire 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 Spire’s Internet Web Site, e-mail

notification of Critical Notices issued by Spire. 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 Spire may reasonably require to ensure the effectiveness of the Action Alert or OFO. In addition to the other information contemplated by this Section 6.8.5(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 Spire shall post periodic updates of such information, promptly upon occurrence of any material change in the information. Spire 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. Spire 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. Spire 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 Spire's Internet Web Site to receive e-mail notification of Critical Notices issued by Spire.

- (f) Action Alerts: In the event that Spire 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 Spire's ability to render firm service is threatened, Spire 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 6.8.5(e) and Spire 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 or receipts at specific Point(s) of Receipt or Point(s) of Delivery covered by an operational balancing agreement to the aggregate MDRQ or MDDQ under the Storage Service Agreements for Firm Storage Services whose Primary Point(s) of Delivery/Receipt, 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 Spire'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/or to maintain the system in balance for the foregoing purposes, Spire may forgo the action described in Section 6.8.5(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, Spire may issue an OFO pursuant to this Section 6.8.5(g) or take unilateral action, including the curtailment of firm service, to maintain the operational integrity of Spire's system. For purposes of this section, the operational integrity of Spire'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.
- (h) **Termination of an Action Alert or OFO:** Spire shall lift any effective Action Alert or OFO promptly upon the cessation of operating conditions that caused the relevant system problem. After Spire has lifted the Action Alert or the OFO, Spire 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. Spire 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 Spire's Internet Web Site to receive e-mail notification of Critical Notices issued by Spire.
- (i) **Penalties:** All quantities tendered to Spire 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.
- (l) **Action Alert penalty charge for each Dekatherm of Gas** by which Customer deviated from the requirements of the Action Alert shall be equal to an Action Alert Index Price, calculated as 150% of the highest reported daily Gas Daily price posting for Kern River, Opal for the Month 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 shall be equal to an OFO Index Price, calculated as three (3) times the highest reported daily Gas Daily price posting for Kern River, Opal for the Month 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 Spire pursuant to this section 6.8.5.5(i) shall be credited to those firm and interruptible Customers that did not incur Action Alert or OFO penalties pursuant to this Section 6.8.5(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 Spire’s penalty disbursement report. Spire will file with the Commission a penalty disbursement report within sixty Days of July 31. 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.

- (j) **Liability of Spire:** Spire shall not be liable for any costs incurred by any Customer or point operator in complying with an Action Alert or OFO. Spire 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 Spire against any claims of responsibility. However, Spire 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, Spire may take unilateral action, including the curtailment of firm service, to maintain the operational integrity of Spire’s system. For purposes of this section, the operational integrity of Spire’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.

GENERAL TERMS AND CONDITIONS

6.9 POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

1. Point(s) of Receipt. Customer shall tender all Gas for wheeling or injection into storage to Spire at the Point(s) of Receipt as specified in Customer's Storage Service Agreement. The quantity of Gas tendered by Customer to Spire 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 Spire.

2. Point(s) of Delivery. Spire shall tender all Gas to be wheeled or withdrawn from storage to Customer at the Point(s) of Delivery 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 Spire.

3. Transportation Guidelines. For each Point of Receipt and Point of Delivery, the interconnected 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 or received. Spire 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, Spire will not be required to begin injections or withdrawals for a Customer's account unless and until the data required for nominations, provided for in Section 6.7, have been confirmed by the applicable Transporter to Spire's Gas dispatcher. Any guidelines or rules should not conflict with Spire's FERC Gas Tariff or other applicable rules.

4. Imbalances. In the event that Spire 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 Spire, an imbalance may occur. Provided that Spire 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 imbalance exists because Spire failed to deliver or receive the quantity of Gas nominated by Customer and scheduled by Transporter, Spire will endeavor to correct the imbalance subject to any restrictions imposed by Transporter. Customer agrees to use its best efforts to prevent or diminish any occurrences of imbalances.

5. Measurement. Customer and Spire agree that the quantity of Gas delivered hereunder may be allowed to fluctuate within the applicable measurement or flow tolerances on a daily and monthly basis.

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

7. Downstream and Upstream Transportation. Customer shall be responsible for transportation from the Point(s) of Delivery and payment of all transportation charges relating thereto. Customer shall be responsible for transportation to the Point(s) of Receipt and payment of all transportation charges relating thereto.

GENERAL TERMS AND CONDITIONS

6.10. CAPACITY RELEASE

Any Customer under Rate Schedules FSS, FHBS, FP or FL may seek to release to others any or all of its 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:

1. Notice of Offer. A Customer offering to release firm service entitlements shall post the terms of its proposed release on Spire's Internet Web Site by the posting deadline as determined pursuant to Section 6.10.3 herein. If Customer is unable to post such information on Spire's Internet Web Site, Customer shall notify Spire via the Internet Web Site of the terms of its offer, by the posting deadline as determined pursuant to Section 6.10.3 herein, and Spire will post this information on the Internet Web Site. The Customer may propose a designated Pre-arranged Replacement Customer to which the capacity would be released. Offers shall be binding unless electronic notice of withdrawal is received by Spire 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 Spire 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 the individual who has authorized the offer to release;
- (b) Spire's Storage Service Agreement number;
- (c) A description of the capacity to be released, including the MSQ, Maximum Park Quantity or Maximum Loan Quantity, as applicable, and the MDRQ, the MDDQ, the MDIQ, and the MDWQ and the associated Point(s) of Receipt and Point(s) of Delivery (Replacement Customer may request changes to such Point(s) of Receipt and Point(s) of Delivery subject to the proposed release and subject to the daily quantity limitations described in Section 6.10.2 below);
- (d) The proposed effective date and term of the release;
- (e) The identity of any designated Pre-arranged Replacement Customer (pursuant to Section 6.10.4 below), a statement as to whether the Pre-arranged Replacement Customer is an asset manager (as defined by FERC Regulations at 18 C.F.R. 284.8(h)(3)) or marketer participating in a state-regulated retail access program (as defined by FERC Regulations at 18 C.F.R. 284.8(h)(4)), 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 repeat 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 6.10.6 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 reservation rate(s) 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's contact person. It is Customer's responsibility to update e-mail address information provided to Spire, as necessary;
- (q) The recall notification period(s), as identified in Section 6.10.13(e) below, that will be available for use by the parties; and
- (r) A description of any Storage Inventory that must be transferred with released storage capacity, including (i) the quantity of Gas in Storage Inventory to be

transferred to the Replacement Customer at the beginning of the release term, (ii) the quantity of Gas which Replacement Customer is to cause to be in the Storage Inventory to be transferred to the Releasing Customer at the end of the release term, (iii) the price(s) (if applicable) to be paid by the Replacement Customer to the Releasing Customer and/or by the Releasing Customer to the Replacement Customer for the transfers of Gas in Storage Inventory described in items (i) and (ii), and (iv) any other reasonable conditions that the Releasing Customer chooses to place on the storage inventory transfers.

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, Maximum Park Quantity or Maximum Loan Quantity 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, Maximum Park Quantity or Maximum Loan Quantity, less the Releasing Customer's Storage Inventory or Loan Balance.

3. Posting and Bidding Timeline. For the capacity release business process timing model, only the following methodologies shall be supported by Spire 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 Spire's discretion; however, Spire is not required to offer other choices or similar timeline treatment for other choices. Further, Spire shall not be held to the timeline specified in Sections 6.10.3(a) and 6.10.3(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 6.10.3(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 6.10. 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 biddable releases of one (1) year or less:
- Offers shall be tendered by 9:00 a.m. CCT on a Business Day;
 - Open season ends at 10:00 a.m. on the same or a subsequent Business Day;
 - Evaluation period begins at 10:00 a.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 11:00 a.m. CCT the same Day;
 - If a match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award will be posted by 12:00 noon CCT.

Spire 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 6.7 of the GT&C; however, in no circumstance will Gas flow prior to the effective date of the release as specified in Releasing Customer's offer.

- (b) For biddable releases of more than one year:
- Offers shall be tendered by 9:00 a.m. CCT on a Business Day before the award;
 - The open season shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days;
 - Evaluation period begins at 10:00 a.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 11:00 a.m. CCT the same Day.
 - If a match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award will be posted by 3:00 p.m. CCT.

Spire 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 6.7 of the GT&C; 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 6.10.7 or specifies 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 6.10.3(a) and 6.10.3(b).

- (d) Releases Not Subject to Bidding. Prearranged capacity releases of a duration of thirty-one (31) Days or less, to an asset manager (as defined by FERC Regulations at 18 C.F.R. 284.8(h)(3)) or to a marketer participating in a state-regulated retail access program (as defined by FERC Regulations at 18 C.F.R. 284.8(h)(4)) are not required to be posted for bidding pursuant to Section 6.10.3. Nonetheless, Releasing Shipper may elect to post one of the foregoing releases for bidding pursuant to Section 6.10.3. Releasing Customer shall notify Spire of the foregoing releases by providing the information pursuant to Section 6.10.1, which information will be posted on the Internet Web Site (as required by Section 6.10.5) in accordance with the following timelines:

Timely Cycle:

Posting of prearranged deals not subject to bid are due by 12:00 noon 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 1:30 p.m. CCT.

Intraday 3 Cycle:

Posting of prearranged deals not subject to bid are due by 6:00 p.m. CCT.

Prior to the nomination deadline for the chosen cycle for the begin date specified in the Releasing Customer's notice, the Prearranged Replacement Customer must initiate confirmation of prearranged deals electronically. Spire 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 6.7 of the GT&C; however, in no circumstance will Gas flow prior to the effective date of the release as specified in Releasing Customer's offer. If a release of capacity is exempt from bidding because it is for a term of thirty-one (31) Days or less, a Releasing Shipper may not roll-over, extend, or in any way continue the release to the same Replacement Shipper using the thirty-one (31) Days or less bidding exemption, unless the Releasing Shipper complies with the posting and bidding requirements of Section 6.10.3 or not less than twenty-eight (28) Days have elapsed since the conclusion of the prior release period.

Spire shall post offers and bids, including pre-arranged deals, upon receipt, unless Releasing Customer requests otherwise. If Releasing Customer requests a posting time, Spire 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.

4. Pre-arranged Releases. Releasing Customer may designate an entity (a designated "Pre-arranged 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 6.10.5 and 6.10.6, herein, with the designated Pre-arranged 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 Pre-arranged Replacement Customer is for a period of thirty-one (31) Days or less, to an asset manager (as defined by FERC Regulations at 18 C.F.R. 284.8(h)(3)) or to a marketer participating in a state-regulated retail access program (as defined by FERC Regulations at 18 C.F.R. 284.8(h)(4)), the Releasing Customer shall provide notice to Spire in accordance with this section and may implement the release without complying with such prior posting and bidding procedures. Notices of such exempted releases shall be posted on the Internet Web Site in accordance with Section 6.10.3 herein.

5. Posting. Following receipt of a notice of offer to release capacity which satisfies the requirements set forth in this section, Spire will post such information on its Internet Web Site in accordance with the timeline set forth in Section 6.10.3 herein. Spire 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.

6. Bidding and Selection of Replacement Customer.

(a) If Releasing Customer desires to solicit bids for releases of thirty-one (31) Days or less, it may direct Spire to post notice of the availability of such capacity and, in lieu of permitting bids during the otherwise applicable posting period, Releasing Customer may direct Spire to award the capacity to the bidder which submits first in time a valid bid meeting any minimum terms specified by the Releasing Customer.

- (b) Any bid submitted by a prospective 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 Spire, 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 electronic notice of withdrawal is received by Spire 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.
- (c) Spire shall evaluate the bids in accordance with the provisions of Section 6.10.7 and determine the best bid in accordance with the timelines set forth in Section 6.10.3 herein. Spire shall notify Releasing Customer, the best bidder, and any designated Pre-arranged Replacement Customer of such determination in accordance with the timelines set forth in Section 6.10.3 herein. If there is a designated Pre-arranged Replacement Customer, it may exercise its right to match such best bid by providing written notice of such exercise to Spire and Releasing Customer in accordance with the timelines set forth in Section 6.10.3 herein. After the Replacement Customer is selected, Spire will finalize an appropriate Addendum to the Capacity Release Umbrella Agreement in the form contained in this FERC Gas Tariff. Spire 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 Spire's system. Following implementation of the release, Spire shall post notice of the winning bidder on the Internet Web Site.

7. Best Bid. When Spire makes awards of capacity for which there have been multiple bids meeting minimum conditions, Spire shall award the bids, best bid first, until all offered capacity is awarded. The capacity being awarded represents the MDIQ, MDWQ, or MSQ. 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. Spire shall evaluate and determine the best bid among those otherwise consistent with any terms and conditions specified by the Releasing Customer as follows:

- (a) Spire 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 prospective Replacement Customers and require Spire in applying such standard to exercise no more than a ministerial function. The Releasing Customer shall indemnify and hold Spire harmless from and against all demands, losses, claims, expenses, causes of action and/or damages suffered or incurred by Spire 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, Spire 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.

8. Qualification of Prospective Replacement Customer. A prospective Replacement Customer must be on Spire'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 GT&C 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 Spire's credit requirements as outlined in Section 6.4 of the GT&C. Spire will apply its creditworthiness criteria to assess the submission. 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 Spire to the contrary, (ii) no longer meets the credit qualifications established in Section 6.4 of the GT&C, or (iii) is suspended from the approved bidders list in the event, and for such time as, such Replacement or Prearranged Replacement Customer fails to pay part or all of the amount of any bill for service in accordance with Section 6.16 of the GT&C. Spire will waive the creditworthiness requirement on a non-discriminatory basis for Replacement Customers and permit them to submit bids, if the Releasing Customer provides Spire with a guarantee or other form of credit assurance in form and substance satisfactory to Spire 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. Spire shall not award capacity release offers to a prospective Replacement Customer until and unless the Customer meets Spire's creditworthiness requirements applicable to all services that it receives from Spire, including the service represented by the capacity release.

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 GT&C of this FERC Gas Tariff.

10. Billing. The Replacement Customer shall be billed and make payments to Spire 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. Spire 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 Replacement Customer's usage of the released capacity. Invoices sent to the Releasing Customer shall reflect a credit equal to any reservation charges (plus all applicable surcharges, Fuel Reimbursement, taxes, penalties, etc.) 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, Spire 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, Spire shall reverse the credit and bill the Releasing Customer for such past due amounts, plus applicable interest.

11. Rights and Obligations of the Parties.

- (a) The Storage Service Agreement between the Releasing Customer and Spire shall remain in full force and effect with the Releasing Customer to receive a credit to its invoice as described in Section 6.10.10 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 6.10.10, Spire 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) Spire 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 Spire'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 Spire's opinion, inconsistent or conflicting, Spire shall comply with the instructions of the Releasing Customer; provided, however, that such instructions must not be inconsistent with Spire's FERC Gas Tariff or the terms of either the Releasing Customer's or Replacement Customer's Storage Service Agreement, in Spire's opinion. The Releasing Customer will indemnify Spire against any claim or suit by the Replacement Customer, its successors or assigns arising from any action taken by Spire in reliance upon the Releasing Customer's nominations and instructions and will hold Spire harmless for any action taken by Spire 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 Spire against any claim or suit by the Releasing Customer, its successors or assigns, arising from any action taken by Spire in reliance upon the nominations and scheduling instructions of the Replacement Customer and will hold Spire harmless for any actions taken by Spire in reliance upon the instructions of the Releasing Customer.

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

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) Spire 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 6.10 must be objectively stated, reasonable, capable of administration or implementation by Spire 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 6.10.4, 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 (are) 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 Spire 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. Spire

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 Spire and the first Replacement Customer no later than 8:00 A.M. CCT on the Day that Timely Nominations are due.
- (B) Spire 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.

(2) Early Evening Recall Notification:

- (A) A Releasing Customer recalling capacity should provide notice of such recall to Spire and the first Replacement Customer no later than 3:00 P.M. CCT on the Day that Evening Nominations are due.
- (B) Spire 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 Spire and the first Replacement Customer no later than 5:00 P.M. CCT on the Day that Evening Nominations are due.
- (B) Spire 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 Spire and the first Replacement Customer no later than 7:00 A.M. CCT on the Day that Intraday 1 Nominations are due.
- (B) Spire 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.

(5) Intraday 2 Recall Notification:

- (A) A Releasing Customer recalling capacity should provide notice of such recall to Spire and the first Replacement Customer no later than 12:00 P.M. CCT on the Day that Intraday 2 Nominations are due.
- (B) Spire shall provide notification of such recall to all affected Replacement Customers no later than 1:00 P.M. CCT on the Day that Intraday 2 Nominations are due.

(6) Intraday 3 Recall Notification:

- (A) A Releasing Customer recalling capacity should provide notice of such recall to Spire and the first Replacement Customer no later than 4:00 P.M. CCT on the Day that Intraday 3 Nominations are due.
- (B) Spire shall provide notification of such recall to all affected Replacement Customers no later than 5:00 P.M. CCT on the Day that Intraday 3 Nominations are due.

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

Spire's 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 6.10.6 of the GT&C. 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 Spire, 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 6.7.2 of these GT&C.

- (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 Prorata Capacity.

In the recall notification provided to Spire 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 Prorata Capacity. In the event of an intraday capacity recall, Spire shall determine the allocation of capacity between the Releasing Customer and the Replacement Customer(s) based upon the Elapsed Prorata Capacity.

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, Spire 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.

- (g) **Reput Provisions.** Spire shall support the function of reputting 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 6.10.1(g). When capacity is recalled, such capacity may not be reput for the same Day. The deadline for the Releasing Customer to notify Spire 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 6.10, the Releasing Customer's rights and Spire'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 6.10 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, FHBS, FP or FL must specify the quantities of MDDQ, MDRQ, MSQ (or Maximum Daily Quantity, Maximum Park Quantity or Maximum Loan Quantity, as applicable), 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 that the Firm Storage Service quantities offered for release shall be available upon the commencement of the release, in accordance with the terms and conditions of the applicable Rate Schedule. A Replacement Customer under Rate Schedules FSS, FHBS, FP or FL 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, FHBS, FP or FL. The Replacement Customer 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 6.22 of these GT&C. 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 6.22 of these GT&C. 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.

14. Spire's Rights to Terminate Temporary Capacity Releases.

- (a) In the event of a temporary release for which (1) Spire has given notice of termination of the Releasing Customer's Storage Service Agreement pursuant to Section 6.31 of these GT&C and (2) the reservation charge specified in the effective Addendum to the Replacement or Prearranged Replacement Customer's Capacity Release Umbrella Agreement is less than the level of the reservation charge which the Releasing Customer was obligated to pay Spire, then Spire shall be entitled to terminate the Addendum, upon 30 Days' written notice to the Replacement or Prearranged Replacement Customer, unless the Replacement or

Prearranged Replacement 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 Spire, or (ii) such rate as mutually agreed by Spire and Replacement or Prearranged Replacement Customer. Customer may elect to pay the lesser of the two foregoing options. Spire's right to terminate the Addendum is subject to Spire providing written notice of termination to the Replacement or Prearranged Replacement Customer within 30 Days of the determination by Spire that the Releasing Customer no longer satisfies Spire'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 6.10.14(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. Spire shall require Customer to withdraw each Day a quantity equal to the MDWQ, or such other lesser quantity acceptable to Spire. The requirement to withdraw storage quantities shall be suspended on any Day to the extent that Spire 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 6.22 of Spire's GT&C. In the event Customer fails to withdraw its entire Storage Inventory within the time required by this section, Spire 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 Spire 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 Spire. Spire shall post such quantities on the Internet Web Site as soon as reasonably practicable. Spire shall accept bids only during the time period from 7:00 a.m. until 11:00 a.m. CCT on the second Business Day following such posting. Prior to 4:00 p.m., CCT of the same Day, Spire 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 Spire 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.
- (c) Spire shall provide the original Releasing Customer with Internet e-mail notification reasonably proximate in time with any of the following formal notices given by Spire to the Releasing Customer's Replacement Customer(s), of the following:

- (1) Notice to the Replacement Customer regarding the Replacement Customer's past due, deficiency, or default status pursuant to Spire's tariff;
- (2) Notice to the Replacement Customer regarding the Replacement Customer's suspension of service notice;
- (3) Notice to the Replacement Customer regarding the Replacement Customer's contract termination notice due to default or credit-related issues; and
- (4) Notice to the Replacement Customer that the Replacement Customer(s) is no longer creditworthy and has not provided credit alternative(s) pursuant to Spire's tariff.

15. Requests to Purchase Releasable Capacity. Spire will post, as a Notice in its Informational Postings website, instructions describing how interested parties may submit a request to purchase releasable capacity from current Customers. The instructions will include the information that is required for such a request. Upon receipt of a correctly completed request to purchase capacity, Spire will post the request as a Notice on its Informational Postings website. Such requests will remain posted on the Informational Postings website for a minimum of 90 days. The e-mail address to which the request should be sent is StorageCommercial@spireenergy.com.

GENERAL TERMS AND CONDITIONS

6.11 QUALITY

1. Specifications. The Gas delivered by either party to the other hereunder shall meet the quality specifications of the Transporter which receives or delivers such Gas at the Point of Receipt or Point of Delivery, 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:

- (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 no 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 five (5) grains of total sulfur per one thousand (1000) cubic feet, of which not more than 2 grains shall be mercaptan sulfur.
- (c) The Gas delivered hereunder shall not contain more than ten (10) parts per million (0.001%) by volume of oxygen, and reasonable efforts shall be made to keep the Gas free of oxygen.
- (d) Shall not contain inert substances (carbon dioxide, nitrogen, helium, oxygen or any other dilutant compound) of more than three percent (3%) by volume.
- (e) Have a heating value of not less than nine hundred seventy (970) Btus per cubic feet and not more than eleven hundred fifty (1150) Btus per cubic feet.
- (f) Have a temperature of not more than 120 degrees Fahrenheit (120 degrees F), or less than thirty-five degrees Fahrenheit (35 degrees F).
- (g) 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 five (5) 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.
- (h) Have no hydrocarbons in liquid form at the temperature and pressure at which the Gas is delivered at the Delivery Point.
- (i) Will not exceed a hydrocarbon dew point in excess of fifteen (15) degrees

Fahrenheit.

- (j) Will not contain any toxic or hazardous substance, in concentrations which, in the normal use of the Gas, results in an unacceptable risk to health, is injurious to pipeline facilities, is a limit to merchantability or contrary to applicable governmental standards.

2. Toxic and Hazardous Substances. Customer agrees to supply or cause its designee to supply to Spire upon demand, at any time and from time-to-time, a sample of liquids removed from the Gas stream at any Point of Receipt, whether removed by a coalesce or otherwise, for analysis at a laboratory of Spire's choosing. If at any time PCBs or any other toxic substances or chemicals that Spire deems hazardous and/or in any way unsafe for transportation are found in the liquid samples supplied to Spire by Customer, Spire may in its sole discretion immediately cease the receipt of such Gas and any associated liquids through its facilities. Upon proof that such toxic or hazardous substances are no longer present at levels deemed unsafe by Spire, Spire shall restore service to Customer at the affected Receipt Point.

3. Suspension of Receipts. Transporter shall not be obligated to accept Gas that fails to conform to the Gas quality specifications of this section. Should any Gas delivered by or on behalf of Customer to Spire at any Point of receipt fail to conform to any of the specifications provided for in this section, Spire may, at its option, suspend all or a portion of the receipt of any such Gas. Spire shall be relieved of its obligation to provide service for the duration of such suspension. Upon receipt of Spire's notice of such a failure, Customer shall make a diligent effort to correct the failure by treatment, dehydration, or other means consistent with prudent operation so as to tender Gas conforming to the specifications provided for in this section.

4. Noncompliance with Specifications/Acceptance of Non-Conforming Gas. If Spire becomes aware that non-conforming Gas is entering its system, it will advise the Customer(s) and point operator(s) involved that the Gas they are tendering is non-conforming, and identify the nature and extent of the non-conformity. Where operationally feasible, Spire will continue to accept and/or deliver non-conforming Gas for a limited period of time .

- (a) Where operationally feasible, Spire may, from time to time, on a not unduly discriminatory basis, accept non-conforming Gas to the extent Spire determines that such Gas can be blended in a manner that will not cause operational or downstream problems.
- (b) Should Customer tender for receipt any Gas that causes the composite Gas stream in Spire's facilities to fail the requirements of any downstream pipeline, Spire may take whatever action necessary on Spire's own accord or use of a third party, as solely determined by Spire, at Customer's sole cost and expense, to treat and/or process the Gas stream such that the Gas stream can be delivered to the downstream pipeline. Until remedial action is taken to make Gas acceptable to

the downstream pipeline, Spire may refuse to accept receipt of any Gas, in Spire's sole discretion, which prevents Spire from making deliveries into the downstream pipeline. Spire shall not have any obligation to provide service with respect to Gas, which does not satisfy the requirements of this section. Any reduction in the energy content of the Gas treated and/or processed shall be determined and deducted from Spire's transportation volumes tendered for delivery to the downstream pipeline.

GENERAL TERMS AND CONDITIONS

6.12 PRESSURE AND INJECTION/WITHDRAWAL RATES

Delivery Pressures. Spire shall deliver Gas to Customer at pressures sufficient to enter the pipeline facilities at the Point(s) of Delivery against the operating pressures maintained by Transporter(s) from time to time. Spire 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”). Customer shall deliver or cause to be delivered to Spire all Gas for wheeling, parking or injection at the Point(s) of Receipt at required pressures and not in excess of the MAOP of Spire’s facilities at the Point(s) of Receipt. Spire shall be responsible for maintaining facilities at such Point(s) of Receipt to permit Customer to deliver Gas to Spire at such allowed pressures.

GENERAL TERMS AND CONDITIONS

6.13 UNIFORM QUANTITIES

Customer shall deliver and receive Gas in uniform daily quantities during any month, and in uniform hourly quantities during any Day; provided however, Spire may allow hourly receipts and deliveries at other than uniform quantities, such as is provided for in Rate Schedule FHBS, if Spire determines that it can do so without impairment to its other service obligations.

GENERAL TERMS AND CONDITIONS

6.14 TITLE AND RISK OF LOSS

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 Spire 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 Spire hereunder.

2. As between Customer and Spire, (x) Customer shall be deemed to be in control and possession of the Gas prior to delivery to Spire for parking, storage, wheeling or injection at the Point(s) of Receipt and after redelivery by Spire to Customer at the Point(s) of Delivery, and shall indemnify and hold Spire harmless from any damage or injury caused thereby, and (y) Spire shall be deemed to be in control and possession of the Gas after the receipt of Gas at the Point(s) of Receipt and until Spire's redelivery of an equivalent quantity of Gas 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. Notwithstanding anything to the contrary set forth in this Section 6.14.2, the risk of loss of any quantity of Gas wheeled through, injected into, parked or stored in and withdrawn from the Spire storage facilities shall remain with Customer, and Spire shall not be liable to Customer for any loss of Gas, except as may be the consequence of the intentional or negligent acts or omissions of Spire. Any losses of Gas, unless resulting from the intentional or negligent act or omissions of Spire, shall be apportioned among and shared proportionally by all Customers under Rate Schedules FSS, FP, FHBS, EISS, ISS, IP and IHBS on the basis of the percentage which each Customer's Storage Inventory as of the Day immediately preceding the Day on which a loss occurs bore to the total amount of Gas in all Customers' Storage Inventories on such Day.

GENERAL TERMS AND CONDITIONS

6.15 MEASUREMENT

1. The unit of volume for measurement of all quantities of Gas wheeled, parked, loaned or stored by Spire 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 in terms of such unit. Notwithstanding the foregoing, it is agreed that, for all purposes, the Btu content of the Gas received and delivered by Spire hereunder shall be measured on a “dry” basis rather than a fully saturated or “wet” basis.

2. Spire 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 Spire or its agent.

GENERAL TERMS AND CONDITIONS

6.16. BILLINGS AND PAYMENTS

1. **Invoice.** Not later than the ninth (9th) Business Day of each month, Spire shall provide Customer (including a Replacement Customer) an invoice and any required backup data (which may be transmitted 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 therefore; 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 Spire in determining the amount billed. If actual quantities are not available by the tenth (10th) Business Day of the month, Spire may invoice based on best available data subject to adjustment to actual at a later date. Quantities at points where operational balancing agreements exist shall be invoiced based on scheduled quantities.

2. **Application of Payments for Released Capacity.** Payments to Spire by a Replacement Customer for released capacity shall be applied as follows: (i) Spire shall retain amounts equal to the Replacement Customer's usage charges; (ii) Spire will credit the balance to reservation charges due from the Replacement Customer; and (iii) Spire shall remit the remaining balance, if any, or shall charge any balance due, to the Replacement Customer, in accordance with Section 6.10 of the GT&C 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.

3. **Payment.** Customer shall pay Spire 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.

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 Spire of any underpayment. In the event Customer fails

to forward the entire undisputed amount due to Spire 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 Spire, 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. Spire will not impose reservation charges during the period of such suspension of service. 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 Spire, in addition to all other legal remedies available to it, shall have the right and option to terminate service hereunder. Remedies for Customer's failure to pay will be pursued in accordance with Section 6.31 of these GT&C.

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 Spire 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 6.16.4 above from the original due date until the date actually paid.

6. **Right to Audit.** Both Spire 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 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 Spire 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 Spire 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.

GENERAL TERMS AND CONDITIONS

6.17. TAXES

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

GENERAL TERMS AND CONDITIONS

6.18. INSURANCE

Customer shall be responsible for providing its own insurance coverage with respect to Gas it tenders for storage and has stored in Spire's storage facility located in Wyoming.

GENERAL TERMS AND CONDITIONS

6.19 FORCE MAJEURE AND NON-FORCE MAJEURE SERVICE INTERRUPTIONS

1. **Repair and Maintenance.** Spire shall have the right to restrict the scheduling of service in whole or in part on all or a portion of its system from time to time to perform repair, maintenance, and other construction or testing procedures on Spire's System or to comply with applicable regulatory requirements. Spire's repair and maintenance plans, and other construction or testing procedures on its system will be planned through scheduling and should not disrupt the delivery of confirmed services. Spire shall exercise due diligence to schedule such activity so as to minimize disruptions of service to Customers. Except as provided in Section 6.19.2, Spire shall have no liability to Customer or any other party for such curtailment or interruption of service. Spire will post notice of such events on its Internet website.

2. **Non-Force Majeure Service Interruption.** If, due to an event other than described in this Section 6.19, Spire is unable to accept or deliver on any day under a Firm Storage Service Agreement the Customer's scheduled reservation quantities, then the applicable reservation charges and related reservation-based surcharges shall be eliminated for the quantity of gas not delivered. This reduction in reservation charges shall not apply: (1) if the Customer uses alternate receipt or delivery points under the Firm Storage Service Agreement, or (2) during periods when Spire is undergoing integrity testing or other necessary testing of its storage facility. Spire will provide notice on its Internet web site to Customers providing details as to the timing and duration of any necessary testing of the facility. Spire shall not be obligated to adjust the Customer's reservation charges when Spire's failure to deliver on any day is the result of the conduct of the Customer or the operator of the interconnecting facilities. Notwithstanding this reduction in reservation charges, Spire shall have no other liability to any Customer or any other party for the scheduling of service to accommodate the repair and maintenance of its system.

3. **Force Majeure.** Service under this Tariff may be interrupted or curtailed for reasons of Force Majeure as defined in this Section 6.19, and Spire shall give Customer notice as soon as reasonably possible of such interruptible or curtailment.

4. **Force Majeure Defined/Relief From Liability.** Neither Spire nor Customer shall be liable in damages to the other for any act, omission or circumstances occasioned by or in consequence of any event constituting Force Majeure. The term Force Majeure shall mean acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line freeze-ups, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated, or otherwise, and whether caused or occasioned by or happening on account of the act or omission of one of the parties to the contract between Spire and Customer or some person or concern not a party thereto, which is not within the control of the party

claiming excuse and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming excuse. Under no circumstances will lack of finances be construed to constitute Force Majeure.

5. If, due to an event of Force Majeure, Spire is unable to receive or deliver or to accept any portion of the Customer's firm reservation quantities under a Firm Storage Service Agreement for a period greater than ten (10) consecutive Days, then for the period beyond ten (10) Days that Spire so fails to provide service, the applicable reservation charges shall not apply to the quantity of Gas not received or delivered by Spire within the Customer's firm reservation quantities, as applicable. However, the applicable reservation charges shall not be eliminated to the extent that the Customer utilizes secondary points on Spire's system.

6. Except as set forth in this section, any such cause or contingency exempting Customer from liability for non-performance (except where prevented by valid orders or requirements of Federal, State or other governmental regulatory bodies having jurisdiction in the premises) shall not relieve Customer of its obligation to pay demand charges, reservation charges, or other amounts owed in accordance with the provisions of the applicable rate schedule and FSS Agreement. In every case, Customer shall exercise diligence to remove any such interference with its receipt of Gas and shall resume such receipt at the earliest practicable time.

7. In the event of Force Majeure, Spire shall curtail delivery of Gas to Customer in accordance with Section 6.8 of these GT&C. Spire shall post on the Public Informational Posting section of Spire's Internet Web Site any declaration by it of a Force Majeure situation. This posting will address the nature of the Force Majeure, the facilities and services affected, the anticipated extent of the impact and its likely duration.

GENERAL TERMS AND CONDITIONS

6.20 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 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.

GENERAL TERMS AND CONDITIONS

6.21. FUEL REIMBURSEMENT

Fuel Reimbursement shall be calculated separately for storage services, wheeling, loaning and parking under Rate Schedules FSS, FP, FL, FHBS, EISS, EILS, EIWS, ISS, IHBS, IP, IL and IW. Each Fuel Reimbursement charge shall be negotiated by Spire and Customer such that reimbursement of fuel shall be paid in kind, as set forth in Customer's Storage Service Agreement(s).

GENERAL TERMS AND CONDITIONS

6.22 GAS TITLE TRANSFERS

1. Title Transfers of Gas in Storage:
 - (a) A Customer that has executed a Storage Service Agreement under Rate Schedules FSS, FHBS, FP, FL, EISS, EILS, ISS, IHBS, IL or IP may sell some or all of its Storage Inventory or Loan Balance to any other Customer that has executed a Storage Service Agreement under the same Rate Schedule to become part of such other Customer's Storage Inventory or Loan Balance under the same Rate Schedule if:
 - (1) Customer selling Storage Inventory or Loan Balance and Customer purchasing Storage Inventory or Loan Balance execute a title transfer form identifying the details of the title transfer transaction, as such form is posted on Spire's Internet Web Site and amended from time to time, and submit such executed form to Spire; and
 - (2) The purchase does not cause either Customer to exceed its MSQ, Maximum Loan Quantity, or Maximum Park Quantity, as applicable and as specified in the Customer's Storage Service Agreement, or cause either Customer's balance to go below zero.

Spire may restrict transfers when such transfers would result in an increase in the service obligations of Spire or cause operational difficulties and such increase or operational difficulties would, in the reasonable judgment of Spire, impair the ability of Spire to meet all of its other service obligations of equal or higher priority.

- (b) Spire will recognize the transfer for purposes of computing each Customer's available Storage Inventory or Loan Balance on a prospective basis within one (1) Business Day after receipt of the title transfer form.
 - (c) For each title transfer of Gas in storage performed under this section, each Customer shall pay the title transfer rate as agreed upon by each Customer and Spire and set forth on the title transfer form.
2. Title Transfers of Gas
 - (a) Transfers of title between Customers and/or Storage Service Agreements under which Gas is delivered to Spire, withdrawn from Spire's storage or wheeled on Spire's system may be permitted by Spire at Point(s) of Receipt and Point(s) of Delivery on an interruptible basis pursuant to Customer's title transfer form.

- (b) Requests for such transfers shall be made in accordance with the nomination procedures set forth in Section 6.7 of the GT&C herein. Spire shall not unreasonably withhold approval of such transfers.
- (c) For each title transfer nominated by Customer under Section 6.22.2(b) herein, Customer shall pay the Gas title transfer rate set forth on the title transfer form.

GENERAL TERMS AND CONDITIONS

6.23. PENALTIES

1. A Customer shall be liable for and shall be required to reimburse Spire for all penalties, charges and fees which Spire 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.

2. In addition to the payment of the penalties set forth in Section 6.23.1 herein, the responsible Customer shall also be liable for, and shall reimburse Spire, for all costs incurred by Spire as a consequence of such Customer's actions.

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

GENERAL TERMS AND CONDITIONS

6.24 TRANSMISSION PROVIDER STANDARDS OF CONDUCT

Spire does not meet FERC's definition of a "Transmission Provider" (18 C.F.R. 358.3(k)(3)) because it is a storage company authorized to charge market-based rates, is not interconnected with the facilities of any affiliated interstate natural gas pipeline, has no exclusive franchise area, has no captive customers and has no market power. Therefore, Spire is not required to comply with FERC's Transmission Provider Standards of Conduct, as promulgated in Order No. 717, et al., and codified at 18 C.F.R. Part 358.

GENERAL TERMS AND CONDITIONS

6.25 NORTH AMERICAN ENERGY STANDARDS BOARD

Spire has adopted the Business Practices and Electronic Communications Standards, NAESB Wholesale Gas Quadrant (“WGQ”) Version 3.1, which are required by the Commission in 18 C.F.R. Section 284.12(a), as indicated below. Standards without accompanying identification or notations are incorporated by reference. Standards that are not incorporated by reference are identified along with the tariff record in which they are located. Standards for which waivers or extensions of time have been granted are also identified.

Standards not Incorporated by Reference and their Location in Tariff:

<u>NAESB Standard</u>	<u>Tariff Record (GT&C Section)</u>	
0.3.3	6.3.10(d)	Request for Service
0.3.4	6.3.10(d)	Request for Service
0.3.5	6.3.10(d)	Request for Service
0.3.6	6.3.10(d)	Request for Service
0.3.7	6.3.10(d)	Request for Service
0.3.8	6.3.10(d)	Request for Service
0.3.9	6.3.10(d)	Request for Service
0.3.10	6.3.10(d)	Request for Service
1.3.2(i-vi)	6.7	Nominations and Scheduling
5.3.2	6.10	Capacity Release
5.3.13	6.10	Capacity Release
5.3.14	6.10	Capacity Release

Standards Incorporated by Reference:

Additional Standards:

General:

Principles:
0.1.1, 0.1.2, 0.1.3

Definition:
0.2.5

Standards:
0.3.1, 0.3.2, 0.3.16, 0.3.17

Gas/Electric Operational Communications:

Definitions:

0.2.1, 0.2.2, 0.2.3, 0.2.4

Standards:

0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

Operating Capacity and Unsubscribed Capacity:

Standards:

0.3.18, 0.3.20, 0.3.21, 0.3.22

Datasets:

0.4.2, 0.4.3

Location Data Download:

Standards:

0.3.23, 0.3.24, 0.3.25, 0.3.26, 0.3.27, 0.3.28, 0.3.29

Dataset:

0.4.4

Storage Information:

Dataset:

0.4.1

Nominations Related Standards:

Principles:

1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.10, 1.1.11, 1.1.12, 1.1.13, 1.1.14, 1.1.15, 1.1.16,
1.1.18, 1.1.20, 1.1.21, 1.1.22

Definitions:

1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13,
1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19

Standards:

1.3.1, 1.3.3, 1.3.4, 1.3.5, 1.3.6, 1.3.7, 1.3.8, 1.3.9, 1.3.11, 1.3.13, 1.3.14, 1.3.15,
1.3.16, 1.3.17, 1.3.18, 1.3.19, 1.3.20, 1.3.21, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.26,
1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33, 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, 1.3.48, 1.3.51,

1.3.53, 1.3.55, 1.3.56, 1.3.58, 1.3.62, 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, 1.3.80, 1.3.81,
1.3.82

Datasets:

1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7

Flowing Gas Related Standards:

Principles:

2.1.1, 2.1.2, 2.1.3, 2.1.4, 2.1.5, 2.1.6

Definitions:

2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5

Standards:

2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.9, 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, 2.3.30, 2.3.31, 2.3.32, 2.3.40, 2.3.41, 2.3.42,
2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54,
2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65,
2.3.66

Datasets:

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, 2.4.17,
2.4.18

Invoicing Related Standards:

Principles:

3.1.1, 3.1.2

Definition:

3.2.1

Standards:

3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.14,
3.3.15, 3.3.16, 3.3.17, 3.3.18, 3.3.19, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26

Datasets:

3.4.1, 3.4.2, 3.4.3, 3.4.4

Quadrant Electronic Delivery Mechanism Related Standards:

Principles:

4.1.2, 4.1.3, 4.1.4, 4.1.6, 4.1.7, 4.1.10, 4.1.12, 4.1.13, 4.1.15, 4.1.16, 4.1.17,
4.1.18, 4.1.19, 4.1.20, 4.1.21, 4.1.22, 4.1.23, 4.1.24, 4.1.26, 4.1.27, 4.1.28, 4.1.29,
4.1.30, 4.1.32, 4.1.33, 4.1.34, 4.1.35, 4.1.36, 4.1.37, 4.1.38, 4.1.39, 4.1.40

Definitions:

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, 4.2.18, 4.2.19, 4.2.20

Standards:

4.3.1, 4.3.2, 4.3.3, 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, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38,
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,
4.3.53, 4.3.54, 4.3.57, 4.3.58, 4.3.60, 4.3.61, 4.3.62, 4.3.66, 4.3.67, 4.3.68, 4.3.69,
4.3.72, 4.3.75, 4.3.78, 4.3.79, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92,
4.3.93, 4.3.94, 4.3.95, 4.3.96, 4.3.97, 4.3.98, 4.3.99, 4.3.100, 4.3.101, 4.3.102,
4.3.103, 4.3.104, 4.3.105, 4.3.106

Capacity Release Related Standards:

Principles:

5.1.1, 5.1.2, 5.1.3, 5.1.4

Definitions:

5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5

Standards:

5.3.1, 5.3.3, 5.3.4, 5.3.5, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.15, 5.3.16,
5.3.18, 5.3.19, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.24, 5.3.25, 5.3.26, 5.3.28, 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, 5.3.44, 5.3.45, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.53,
5.3.54, 5.3.55, 5.3.56, 5.3.57, 5.3.58, 5.3.59, 5.3.60, 5.3.62a, 5.3.73

Datasets:

5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.20, 5.4.21, 5.4.22, 5.4.23,

Internet Electronic Transport Related Standards:

Principles:

10.1.1, 10.1.2, 10.1.3, 10.1.4, 10.1.5, 10.1.6, 10.1.7, 10.1.8, 10.1.9, 10.1.10

Definitions:

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

Standards:

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, 10.3.12,
 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,
 10.3.25, 10.3.26, 10.3.27

Standards for which Waiver or Extension of Time to Comply have been granted:

Spire’s incorporation of the foregoing standards is subject to the extension of time granted in its July 29, 2011 certificate order (136 FERC ¶ 61,061) and in Commission orders accepting compliance filings in subsequent NAESB rulemakings to (1) implement EDI/EDM and IET communications until 90 Days following receipt of a request from a Part 284 customer that it provide such communications and (2) implement standards supporting index-based capacity release until such a release is requested by a customer. *See Eastern Shore Natural Gas Co.*, 154 FERC ¶ 61,250 at PP 32 and 57 (2016). These standards for which an extension of time was granted are listed below:

NAESB Standard	Waiver or Extension of Time
4.3.52	EDI/EDM and IET
4.3.55	EDI/EDM and IET
4.3.80	EDI/EDM and IET
4.3.81	EDI/EDM and IET
4.3.82	EDI/EDM and IET
4.3.83	EDI/EDM and IET
4.3.84	EDI/EDM and IET
5.3.62	Index-Based Capacity Release
5.3.63	Index-Based Capacity Release
5.3.64	Index-Based Capacity Release
5.3.65	Index-Based Capacity Release
5.3.66	Index-Based Capacity Release
5.3.67	Index-Based Capacity Release
5.3.68	Index-Based Capacity Release
5.3.69	Index-Based Capacity Release
5.3.70	EDI/EDM and IET
5.3.71	EDI/EDM and IET
5.3.72	EDI/EDM and IET
5.4.24	EDI/EDM and IET
5.4.25	EDI/EDM and IET
5.4.26	EDI/EDM and IET
5.4.27	EDI/EDM and IET

10.3.11	EDI/EDM and IET
10.3.14	EDI/EDM and IET
10.3.15	EDI/EDM and IET

GENERAL TERMS AND CONDITIONS

6.26 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.

GENERAL TERMS AND CONDITIONS

**6.27 NONDISCRIMINATORY WAIVER OF TARIFF PROVISIONS AND
NONWAIVER OF FUTURE DEFAULTS**

Spire 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 Spire of any one or more defaults by the other in the performance of any provision of the Storage Service Agreement between Customer and Spire shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

GENERAL TERMS AND CONDITIONS

6.28. CROSS-REFERENCE FOR TARIFF-PERMITTED PROVISIONS IN SERVICE AGREEMENTS

See actual tariff section references for entire provision.

Rate Schedule/ General Terms & Conditions	Provision
Section 5.1.10	Storage Ratchets: A Customer under the FSS Rate Schedule may choose from the options listed below ...
Section 5.3.2 and 5.4.2	Injection Period: Injection Period stated in Customer's Firm Park Service Agreement or Firm Loan Service Agreement...
Section 5.3.2 and 5.4.2	Withdrawal Period: Withdrawal Period stated in Customer's Firm Park Service Agreement or Firm Loan Service Agreement...
Section 6.3.11(a)	Reservation of Capacity: Spire may reserve capacity for such new service ...
Section 6.4.3	Creditworthiness: Customer provides some other security or assurance of creditworthiness ...
Section 6.11.4	Gas Quality: Where operationally feasible, Spire may, from time to time, on a not unduly discriminatory basis, accept non-conforming Gas ...
Section 6.13	Uniform Quantities: Spire may allow hourly receipts and deliveries at other than uniform quantities...
Section 6.27	Nondiscriminatory Waiver: Spire may waive any of its rights hereunder ...
Section 6.32	New Facilities: Spire may waive from time to time, at its discretion, all or a portion of the facility cost reimbursement requirement ...

GENERAL TERMS AND CONDITIONS

6.29 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.

GENERAL TERMS AND CONDITIONS

6.30 SUCCESSORS IN INTEREST

Any company which shall succeed by purchase, merger, consolidation or otherwise to the properties substantially as an entirety, of Spire or of Customer, as the case may be, 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 6.10 of the GT&C, Customer may, without relieving itself of its obligations under such Storage Service Agreement, assign any of its rights and obligations thereunder to another Customer, 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 Spire, in the event of any assignment by Customer, or the consent thereto of Customer, in the event of an assignment by Spire. 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

6.31 DEFAULT AND TERMINATION

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 Spire hereunder and such failure continues for a period of five (5) Business Days after written notice to Customer by Spire;
- (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 Spire, and Customer does not remedy such failure within a period of thirty (30) Days after receipt(s) of a notice from Spire;
- (c) Customer or its guarantor becomes insolvent, as set forth in Section 6.3; or
- (d) Customer fails to provide or maintain financial assurances pursuant to Section 6.4.

Customer shall indemnify and hold harmless Spire from and against any costs or losses resulting from (a), (b), (c), or (d) above.

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, Spire 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 Spire to Customer pursuant to any transaction(s) against amounts otherwise owing by Customer to Spire pursuant to any other transaction(s);
- (d) suspend performance until Customer corrects the default in full;
- (e) terminate the Customer's Storage Service Agreement, provided that Spire shall provide not less than thirty (30) Days notice of such termination to the Customer and to the Commission; and

- (f) assert any liens or other interests, consistent with applicable law, against any Gas Customer may have remaining on Spire's system.

3. If Customer defaults under one Storage Service Agreement, Spire will have the right to treat that default as a default under any other Storage Service Agreements between Spire and Customer pursuant to this tariff. Spire will have the right to net or aggregate, as appropriate, any and all amounts owing between the parties under any Storage Service Agreement(s) between Spire and Customer pursuant to this tariff (collectively, the "Tariffed Agreements"), so that all such amounts are netted or aggregated to a singled liquidated amount (the "Net Settlement Amount") and will have the right to utilize any lien created or collateral or other credit support provided by Customer pursuant to any Tariffed Agreement to setoff against any Net Settlement Amount owed to Spire.

GENERAL TERMS AND CONDITIONS

6.32 POLICY WITH RESPECT TO FEES AND CONSTRUCTION OF NEW FACILITIES

1. Except as provided in Section 6.32.2 herein, Customer shall reimburse Spire (a) for the costs of any facilities installed by Spire 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 Spire is obligated to pay to the Commission or any other governmental authority having jurisdiction. Any reimbursement due Spire by Customer pursuant to this Section 6.32.1 shall be due and payable to Spire within ten (10) Days of receipt by Customer of Spire's invoice(s) for same; provided, however, that subject to Spire'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 Spire and Customer. Carrying charges shall be computed utilizing interest factors acceptable to both Spire and Customer.

2. Spire may waive from time to time, at its discretion, all or a portion of the facility cost reimbursement requirement set forth in Section 6.32.1 for Rate Schedules FSS and other firm rate schedules, as applicable, if Customer provides Spire adequate assurances to make construction of the facilities economical to Spire. All requests for waiver shall be handled by Spire in a manner which is not unduly discriminatory. For purposes of determining whether a project is economical, Spire 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 Spire estimates will be generated as a result of such construction, and the availability of capital funds on terms and conditions acceptable to Spire. In estimating the revenues to be generated, Spire 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.

GENERAL TERMS AND CONDITIONS

6.33 OFF-SYSTEM CAPACITY

Spire may, from time to time, acquire transportation and/or storage capacity on a third-party pipeline system. Spire 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 Commission. For purposes of transactions entered into subject to this Section 6.33, the “shipper must hold title” policy is waived to permit such use.

GENERAL TERMS AND CONDITIONS

6.34 DISPOSITION OF RETAINED QUANTITIES

In the event that Spire holds an auction for Gas quantities retained pursuant to the provisions of this FERC Gas Tariff, Spire shall post such quantities on the Internet Web Site on the fifth Business Day following the fifteenth Day of a month. Spire 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. Spire reserves the right to participate in any auction held, in order to obtain Gas needed for operational purposes. Spire 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 Spire accepts bids; provided, however, Spire 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 Spire under which Customer shall store the Gas in Spire's facilities.

Within 60 Days of the end of an auction, Spire shall credit the net proceeds received from such auction to the Customer(s) whose Gas was sold during the subject auction. For the purposes of this section, the term "net proceeds" shall mean the total proceeds received from the auction less (1) the accumulated charges pursuant to the applicable Rate Schedule for the Storage Service Agreement held by the Customer winning the bid and (2) any associated charges that may be incurred by Spire.

GENERAL TERMS AND CONDITIONS

6.35 OPERATIONAL PURCHASES AND SALES

Spire may sell Gas from time to time to which it has retained or taken title pursuant to the provisions of this FERC Gas Tariff and which is in excess of its operational requirements or may purchase Gas from time to time to meet operational requirements. Such operational purchases and sales may be made to the extent necessary: (i) to maintain reservoir 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 Spire under this FERC Gas Tariff. Further, such operational purchases or sales shall be afforded the lowest service priority as established the GT&C of this FERC Gas Tariff. Prior to each operational sale of Gas, Spire 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 Spire in evaluating and selecting bids.

FORM OF SERVICE AGREEMENTS

**SECTION 7.1
FORM OF SERVICE REQUEST**

Spire Storage West LLC
Service Request

Spire Storage West LLC
Attn: Commercial Services
3773 Richmond Avenue, Suite 300
Houston, Texas 77046
Phone: (800) 811-7703
Email: StorageCommercial@spireenergy.com

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 Spire in writing.

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 Spire).

Attention: Telephone: () _____

2. This request is for: (check one)

_____ Firm storage service under Rate Schedule FSS

_____ Firm hourly balancing service under Rate Schedule FHBS

_____ Firm park service under Rate Schedule FP

_____ Firm loan service under Rate Schedule FL

_____ Enhanced interruptible storage service under Rate Schedule EISS

_____ Enhanced interruptible loan service under Rate Schedule EILS

_____ Enhanced interruptible wheeling service under Rate Schedule EIWS

- _____ Interruptible storage service under Rate Schedule ISS
- _____ Interruptible hourly balancing service under Rate Schedule IHBS
- _____ Interruptible parking service under Rate Schedule IP
- _____ Interruptible loan service under Rate Schedule IL
- _____ Interruptible wheeling service under Rate Schedule IW

3. Requested Firm Storage Services:

(a) Request Quantities

- Maximum Storage Quantity (MSQ) (FSS and FHBS) _____
- Maximum Park Quantity (FP only) _____
- Maximum Loan Quantity (FL only) _____
- Maximum Daily Injection Quantity (MDIQ) _____
- Maximum Daily Withdrawal Quantity (MDWQ) _____
- Maximum hourly deviation (FHBS only) _____
- Maximum Daily Delivery Quantity (MDDQ) _____
- Maximum Daily Receipt Quantity (MDRQ) _____

Transporter Name:

(b) Rate prospective Customer proposes to pay for storage service under Rate Schedules FSS, FP, FL or FHBS:

Monthly Storage Reservation Charge (FSS and FHBS only) _____

Monthly Withdrawal Reservation Charge (FSS only) _____

Monthly Injection Reservation Charge (FSS only) _____

Monthly Park Reservation Charge (FP only) _____

Monthly Loan Reservation Charge (FL only) _____

Monthly Firm Hourly Balancing Reservation Charge (FHBS only) _____

Storage Injection Charge _____

Storage Withdrawal Charge _____

Fuel Reimbursement _____

(c) Term of Service:

Commencement Date: _____

Termination Date: _____

4. Requested Interruptible Storage Services under Rate Schedules ISS or IHBS:

(a) Request Quantities

Maximum Storage Quantity (MSQ) _____

Maximum Daily Injection Quantity (MDIQ) _____

Maximum Daily Withdrawal Quantity (MDWQ) _____

Maximum hourly deviation (IHBS only) _____

Transporter Name:

(b) Rate prospective Customer proposes to pay for storage service under Rate Schedule ISS or IHBS:

Hourly Balancing Charge (IHBS only): _____

Storage Inventory Charge: _____

Storage Injection Charge: _____

Storage Withdrawal Charge: _____

Fuel Reimbursement: _____

(c) Term of Service:

Commencement Date: _____

Termination Date: _____

5. Requested Interruptible Hub Services:

(a) Requested Quantities (as applicable)

Maximum Storage Quantity _____

Maximum Park Quantity _____

Maximum Loan Quantity _____

Maximum Daily Injection Quantity (MDIQ) _____

Maximum Daily Withdrawal Quantity (MDWQ) _____

Maximum Daily Wheeling Quantity (MDTQ) _____

Point of Receipt _____

Point of Delivery _____

(b) Rate Customer proposes to pay for Interruptible services under Rate Schedules EISS, EILS, EIWS, IP, IL, or IW:

_____ \$/Dth
Enhanced Interruptible Storage Charge (EISS only)

Enhanced Interruptible Storage Injection Charge (EISS only)

_____ \$/Dth
Enhanced Interruptible Storage Withdrawal Charge (EISS only) _____ \$/Dth
Enhanced Interruptible Loan Charge (EILS only) _____ \$/Dth
Enhanced Interruptible Wheeling Charge (EIWS) _____ \$/Dth
Enhanced Interruptible Wheeling Commodity Charge (EIWS) _____ \$/Dth
Interruptible Parking Charge (IP only) _____ \$/Dth
Interruptible Loan Charge (IL only) _____ \$/Dth
Interruptible Injection Charge (IP and IL) _____ \$/Dth
Interruptible Withdrawal Charge (IP and IL) _____ \$/Dth
Interruptible Wheeling Charge (IW) _____ \$/Dth
Fuel Reimbursement
_____ %

(c) Term of Service:

Commencement Date: _____

Termination Date: _____

6. Is Customer affiliated with Spire?

Yes _____ No _____

If yes, type of affiliation and the percentage of ownership between Spire and Customer: _____

7. Customer is a(n): (Check one)

_____ Local Distribution Company

_____ Intrastate Pipeline Company

_____ Interstate Pipeline Company
_____ Marketer/Broker Producer
_____ End User Other (please describe _____)

8. Customer's address for statements and invoices:

Attention: _____ Telephone: () _____

e-mail: _____

For all other matters:

Attention: _____ Telephone: () _____

e-mail: _____

9. Acceptance of a service request is contingent upon Spire's completion of a satisfactory credit appraisal. Prospective Customer must provide evidence of creditworthiness as outlined in Section 6.4 of the GT&C of Spire's FERC Gas Tariff.

By submitting this request, prospective Customer certifies further that it will execute, if tendered by Spire, 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)

SECTION 7.2
FSS - FIRM STORAGE SERVICE

This Agreement is made as of the ____ day of _____, 20__, by and between Spire Storage West LLC, a Delaware limited liability company herein called “Spire,” and _____, an _____, herein called “Customer,” (each of Spire and Customer, a “Party,” and collectively, the “Parties”), pursuant to the following recitals and representations:

WHEREAS, Spire owns and operates an underground natural gas storage facility located in Wyoming, and is authorized to provide natural gas storage and related services in interstate commerce by way of Spire’s gas storage facility; and

WHEREAS, Customer has requested that Spire provide certain firm natural gas storage services for Customer; and

WHEREAS, Spire has agreed to provide such firm storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Spire and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of Spire’s Rate Schedule FSS, and of this Agreement, Spire shall on any day receive for injection into storage in Spire’s gas storage facility for Customer’s account a quantity of gas up to Customer’s Maximum Daily Injection Quantity as set forth on Exhibit “A” hereto, shall store quantities of gas so injected up to a Maximum Storage Quantity as set forth on Exhibit “A” hereto (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 as set forth on Exhibit “A” hereto.

ARTICLE II - POINTS OF RECEIPT AND DELIVERY

The point(s) at which the gas is to be tendered by Customer to Spire 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 tendered by Spire to Customer under this Agreement shall be the point(s) designed on Exhibit “A” hereto (“Customer’s Point(s) of Delivery”).

ARTICLE III - PRICE

3.1 Customer agrees to pay Spire the charges set forth on Exhibit “A” hereto for all gas storage service furnished to Customer hereunder.

3.2 Customer further agrees to pay Spire all other applicable fees and charges as set forth in the GT&C and in the FSS Rate Schedule.

3.3 Customer shall reimburse Spire for all applicable taxes as may be assessed against Spire for the receipt, injection, storage, withdrawal and/or delivery of Customer’s gas. In addition, Customer shall reimburse Spire for Customer’s pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer’s gas in storage assessed against and paid by Spire.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in Spire’s FSS Rate Schedule and the provisions of Spire’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 Spire).

ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of _____, 20__ and shall remain in force and effect until _____, 20__ (the “Primary Term”); provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the parties pursuant to this Agreement.

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 TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.

ARTICLE X - WAREHOUSEMEN'S LIEN

10.1 CUSTOMER HEREBY ACKNOWLEDGES THAT SPIRE SHALL BE ENTITLED TO, AND SPIRE HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY SPIRE FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY SPIRE, AS PROVIDED IN THE TEXAS UNIFORM COMMERCIAL CODE WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT SPIRE SHALL BE ENTITLED TO, AND SPIRE HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

10.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO THE TEXAS UNIFORM COMMERCIAL CODE, SHIPPER HEREBY AGREES THAT:

(i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL THE MONTHLY STATEMENTS RENDERED BY SPIRE TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN SPIRE'S TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO THE TEXAS UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;

(ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, EXHIBIT A OF THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 6.16 OF THE GENERAL TERMS AND CONDITIONS);

(iii) THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED;

(iv) THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE CONTRACT, AND

(v) THE SIGNATURE OF SPIRE ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

ARTICLE XI - MISCELLANEOUS

11.1 This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

11.2 No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

11.3 If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way effect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

11.4 No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

11.5 This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than Spire or Customer.

11.6 This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

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.

Spire Storage West LLC

By: _____

Title: _____

Customer: _____

By: _____

Title: _____

Exhibit A
 (for Use Under Rate Schedule FSS)
 Between Spire Storage West LLC and
 _____ (Customer)

Dated: _____

Transaction Date _____

Contract Number _____

Transaction Confirmation

Start Date: _____

End Date: _____

Maximum Storage Quantity (“MSQ”) _____ Dth

Maximum Daily Injection Quantity (“MDIQ”) _____ Dth

Maximum Daily Withdrawal Quantity (“MDWQ”) _____ Dth

Storage Reservation Charge _____ \$/Dth-mo

Withdrawal Reservation Charge _____ \$/Dth-mo

Injection Reservation Charge _____ \$/Dth-mo

Primary Point Rights

Receipt Point*	MDRQ	Storage Injection Charge	Fuel Reimbursement

Delivery Point*	MDDQ	Storage Withdrawal Charge	Fuel Reimbursement

Secondary Point Rights

____ Customer shall not have the right to use the secondary Point(s) of Receipt and Point(s) of Delivery.

____ Customer shall have the right to use the following secondary Point(s) of Receipt and Point(s) of Delivery:

Receipt Point*	MDRQ	Storage Injection Charge	Fuel Reimbursement

Delivery Point*	MDDQ	Storage Withdrawal Charge	Fuel Reimbursement

* Add additional lines to accommodate all applicable Point(s) of Receipt and/or Point(s) of Delivery. Any Point of Receipt not listed above shall have an MDRQ of zero (0) and any Point of Delivery not listed above shall have an MDDQ of zero.

Right of First Refusal:

ROFR shall apply to this Agreement: YES NO

Injection Ratchets

	Level of MSQ	MDIQ Multiplier
<input type="checkbox"/> Option 1	0 to 30%	100%
	Greater than 30% up to 50%	70%
	Greater than 50% up to 70%	50%
	Greater than 70% up to 90%	30%
	Greater than 90% up to 100%	10%
<input type="checkbox"/> Option 2	0 to 60%	100%
	Greater than 60% up to 80%	60%
	Greater than 80% up to 100%	30%
<input type="checkbox"/> Option 3	0 to 50%	100%
	Greater than 50% up to 100%	50%
<input type="checkbox"/> Option 4	0 to 75%	100%
	Greater than 75% up to 100%	30%
<input type="checkbox"/> Option 5	No Injection Ratchets	

Withdrawal Ratchets

	Level of MSQ	MDWQ Multiplier
_____ Option 1	100 to 75% Less than 75% down to 50% Less than 50% down to 30% Less than 30% down to 0%	100% 70% 50% 10%
_____ Option 2	100 to 50% Less than 50% down to 0%	100% 50%
_____ Option 3	100 to 30% Less than 30% down to zero	100% 20%
_____ Option 4	100% to 75% Less than 75% down to 30% Less than 30% down to 0%	100% 50% 10%
_____ Option 5	No Withdrawal Ratchets	

Customer: _____

Signature: _____ Date: _____

Spire Storage West LLC's Approval:

Signature: _____ Date: _____

SECTION 7.3
FHBS - FIRM HOURLY BALANCING SERVICE
FORM OF SERVICE AGREEMENT

This Agreement is made as of the _____ day of _____, _____, by and between Spire Storage West LLC, a Delaware limited liability company herein called “Spire,” and _____, an _____, herein called “Customer,” (each of Spire and Customer, a “Party,” and collectively, the “Parties”), pursuant to the following recitals and representations:

WHEREAS, Spire owns and operates an underground natural gas storage facility located in Wyoming, and is authorized to provide natural gas storage and related services in interstate commerce by way of Spire’s gas storage facility; and

WHEREAS, Customer has requested that Spire provide certain firm hourly balancing natural gas storage services for Customer; and

WHEREAS, Spire has agreed to provide such firm hourly balancing storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Spire and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of Spire’s FHBS Rate Schedule, and of this Agreement, Spire 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 as set forth on Exhibit “A” hereto, shall store quantities of gas so injected in the Spire underground gas storage facility located in Wyoming, up to a Maximum Storage Quantity as set forth on Exhibit “A” (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 as set forth on Exhibit “A;” and Spire shall, for each hour during a day, subject to maximum hourly limit as set forth on Exhibit “A,” receive or deliver at the Point(s) of Receipt/Delivery designated by Customer hourly balancing quantities of gas which shall be the difference, on an hourly basis, between (i) the injections to or withdrawals from Spire’s storage of gas as nominated by Customer to meet Customer’s desired hourly pattern of deliveries at its delivery point(s) on the Transporter’s (s’) pipeline system(s) and (ii) Customer’s ratable flow quantities on Spire (1/24 of Daily nominated quantities).

ARTICLE II - POINTS OF RECEIPT AND DELIVERY

The point(s) at which the gas is to be tendered by Customer to Spire 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 Spire to Customer under this Agreement shall be the point(s) designated on Exhibit “A” hereto (Customer’s Point(s) of Delivery).

ARTICLE III - PRICE

3.1. Customer agrees to pay Spire the charges as set forth on Exhibit “A” hereto for all gas storage service furnished to Customer hereunder.

3.2. Customer further agrees to pay Spire all other applicable fees and charges as set forth in the General Terms and Conditions and in the FHBS Rate Schedule.

3.3. Customer shall reimburse Spire for all applicable taxes as may be assessed against Spire for the receipt, injection, storage, withdrawal and/or delivery of Customer’s Gas. In addition, Customer shall reimburse Spire for Customer’s pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer’s gas in storage assessed against and paid by Spire.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in Spire’s FHBS Rate Schedule and the provisions of Spire’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 Spire).

ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of _____, _____, and shall remain in force and effect until _____, _____ (the “Primary Term”); provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the parties pursuant to this Agreement.

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 may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:

SPIRE: Spire Storage West LLC
 3773 Richmond Avenue
 Suite 300
 Houston, Texas 77046
 Attention: Commercial Services

CUSTOMER:

NOTICES: _____

Attention: _____

BILLING: _____

Attention: _____

or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Mountain Time. Notice received before 5 p.m. Mountain Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Mountain Time shall be deemed effective the day following receipt.

ARTICLE VII - TRANSFER AND ASSIGNMENT

Any company which shall succeed by purchase, merger, consolidation, or otherwise to the properties, substantially as an entirety, of Spire 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 Spire'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 TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.

ARTICLE X - WAREHOUSEMEN'S LIEN

10.1 CUSTOMER HEREBY ACKNOWLEDGES THAT SPIRE SHALL BE ENTITLED TO, AND SPIRE HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY SPIRE FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY SPIRE, AS PROVIDED IN THE TEXAS UNIFORM COMMERCIAL CODE WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT SPIRE SHALL BE ENTITLED TO, AND SPIRE HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

10.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO THE TEXAS UNIFORM COMMERCIAL CODE, SHIPPER HEREBY AGREES THAT:

- (i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY SPIRE TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN SPIRE'S FERC GAS TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO THE TEXAS UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;
- (ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, ARTICLE II OF THIS AGREEMENT, THE

MONTHLY INVOICE (AS DESCRIBED IN SECTION 6.16 OF THE GENERAL TERMS AND CONDITIONS);

(iii) THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED,

(iv) THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE CONTRACT, AND

(v) THE SIGNATURE OF SPIRE ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

ARTICLE XI - MISCELLANEOUS

11.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

11.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

11.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

11.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

11.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than Spire or Customer.

11.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an

original signature for purposes of this Agreement.

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.

Spire Storage West LLC

By _____

Title _____

Customer _____

By _____

Title _____

Exhibit A to the Firm Hourly Balancing Storage Service Agreement
 between Spire Storage West LLC and
 _____(Customer)

Transaction Date _____
 Contract Number _____

Transaction Confirmation

Start Date _____
 End Date _____

Maximum Storage Quantity (“MSQ”) _____ Dth
 Maximum Daily Injection Quantity (“MDIQ”) _____ Dth
 Maximum Daily Withdrawal Quantity (“MDWQ”) _____ Dth
 Maximum hourly FHBS quantity _____ Dth
 Maximum hourly injection quantity _____ Dth
 Maximum hourly withdrawal quantity _____ Dth
 FHBS Storage Reservation Charge _____ \$/Dth
 Firm Hourly Balancing Reservation Charge _____ \$/Dth

Primary Point Rights

Receipt Point*	MDRQ	Storage Injection Charge	Fuel Reimbursement

Delivery Point*	MDDQ	Storage Withdrawal Charge	Fuel Reimbursement

Secondary Point Rights

_____ Customer shall not have the right to use the secondary Point(s) of Receipt and Point(s) of Delivery.
 _____ Customer shall have the right to use the following secondary Point(s) of Receipt and Point(s) of Delivery:

Receipt Point*	MDRQ	Storage Injection Charge	Fuel Reimbursement

Delivery Point*	MDDQ	Storage Withdrawal Charge	Fuel Reimbursement

* Add additional lines to accommodate all applicable Point(s) of Receipt and/or Point(s) of Delivery. Any Point of Receipt not listed above shall have an MDRQ of zero (0) and any Point of Delivery not listed above shall have an MDDQ of zero.

Customer:

Signature: _____ Date: _____

Spire's Approval:

Signature: _____ Date: _____

SECTION 7.4
FP - FIRM PARK SERVICE
FORM OF SERVICE AGREEMENT

This Agreement is made as of the _____ day of _____, by and between Spire Storage West LLC, a Delaware limited liability company herein called “Spire,” and _____ an _____, herein called “Customer,” (each of Spire and Customer, a “Party,” and collectively, the “Parties”), pursuant to the following recitals and representations:

WHEREAS, Spire owns and operates an underground natural gas storage facility located in Wyoming, and is authorized to provide natural gas storage and related services in interstate commerce by way of Spire’s gas storage facility; and

WHEREAS, Customer has requested that Spire provide certain firm parking natural gas storage services for Customer; and

WHEREAS, Spire has agreed to provide such firm park storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Spire and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of Spire’s FP Rate Schedule, and of this Agreement, Spire shall on any day of the Injection Period receive for injection into storage for Customer’s account a quantity of gas up to Customer’s Maximum Daily Injection Quantity as set forth on Exhibit “A” hereto, shall store quantities of gas so injected in the Spire underground gas storage facility located in Wyoming, up to a Maximum Park Quantity as set forth on Exhibit “A”(on a cumulative basis), and on demand on any day during the Withdrawal Period, as set forth in Exhibit “A”, shall allow Customer to withdraw from Customer’s Storage Inventory and deliver to Customer a quantity of gas up to Customer’s Maximum Daily Withdrawal Quantity as set forth on Exhibit “A.” Injections shall occur pursuant to any transaction under this Agreement during the Injection Period as set forth on Exhibit “A,” such that Customer’s Storage Inventory at the end of the Injection Period is equal to or less than Customer’s Maximum Park Quantity. Withdrawals shall occur pursuant to any transaction under this Agreement during the Withdrawal Period as set forth on Exhibit “A.”

ARTICLE II - POINTS OF RECEIPT AND DELIVERY

The point(s) at which the gas is to be tendered by Customer to Spire 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 Spire 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 Spire the charges set forth on Exhibit “A” for all gas storage service furnished to Customer hereunder.
2. Customer further agrees to pay Spire all other applicable fees and charges as set forth in the General Terms and Conditions and in the FP Rate Schedule.
3. Customer shall reimburse Spire for all applicable taxes as may be assessed against Spire for the receipt, injection, storage, withdrawal and/or delivery of Customer’s gas. In addition, Customer shall reimburse Spire for Customer’s pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer’s gas in storage assessed against and paid by Spire.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in Spire’s FP Rate Schedule and the provisions of Spire’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 Spire).

ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of _____, ____ and shall remain in force and effect until _____, ____ (the “Primary Term”); provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the parties pursuant to this Agreement.

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 may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:

SPIRE: Spire Storage West LLC
3773 Richmond Avenue
Suite 300
Houston, Texas 77046
Attention: Commercial Services

CUSTOMER:

NOTICES: _____

Attention: _____

BILLING: _____

Attention: _____

or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Mountain Time. Notice received before 5 p.m. Mountain Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Mountain Time shall be deemed effective the day following receipt.

ARTICLE VII - TRANSFER AND ASSIGNMENT

Any company which shall succeed by purchase, merger, consolidation, or otherwise to the properties, substantially as an entirety, of Spire 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 Spire'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 TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.

ARTICLE X - WAREHOUSEMEN'S LIEN

10.1 CUSTOMER HEREBY ACKNOWLEDGES THAT SPIRE SHALL BE ENTITLED TO, AND SPIRE HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY SPIRE FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY SPIRE, AS PROVIDED IN THE TEXAS UNIFORM COMMERCIAL CODE WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT SPIRE SHALL BE ENTITLED TO, AND SPIRE HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

10.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO THE TEXAS UNIFORM COMMERCIAL CODE, SHIPPER HEREBY AGREES THAT:

(i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY SPIRE TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN SPIRE'S FERC GAS TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO THE TEXAS UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;

(ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, EXHIBIT A OF THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 6.16 OF THE GENERAL

TERMS AND CONDITIONS);

(iii) THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED,

(iv) THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE CONTRACT, AND

(v) THE SIGNATURE OF SPIRE ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

ARTICLE XI - MISCELLANEOUS

11.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

11.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

11.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

11.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

11.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than Spire or Customer.

11.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

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.

Spire Storage West LLC

By _____

Title _____

Customer _____

By _____

Title _____

Exhibit A to the Firm Park Service Agreement
 between Spire Storage West LLC and
 _____(Customer)

Transaction Date _____
 Contract Number _____

Transaction Confirmation

Maximum Park Quantity (“MPQ”) _____ Dth
 Maximum Daily Injection Quantity (“MDIQ”) _____ Dth
 Maximum Daily Withdrawal Quantity (“MDWQ”) _____ Dth

Injection Period Start Date _____
 Injection Period End Date _____

Withdrawal Period Start Date _____
 Withdrawal Period End Date _____

Firm Park Reservation Charge _____ \$/Dth-mo

Primary Point Rights

Receipt Point*	MDRQ	Firm Parking Injection Charge	Fuel Reimbursement

Delivery Point*	MDDQ	Firm Parking Withdrawal Charge	Fuel Reimbursement

Secondary Point Rights

_____ Customer shall not have the right to use the secondary Point(s) of Receipt and Point(s) of Delivery.

_____ Customer shall have the right to use the following secondary Point(s) of Receipt and Point(s) of Delivery:

Receipt Point*	MDRQ	Firm Parking Injection Charge	Fuel Reimbursement

Delivery Point*	MDDQ	Firm Parking Withdrawal Charge	Fuel Reimbursement

* Add additional lines to accommodate all applicable Point(s) of Receipt and/or Point(s) of Delivery. Any Point of Receipt not listed above shall have an MDRQ of zero (0) and any Point of Delivery not listed above shall have an MDDQ of zero.

Customer:

Signature: _____ Date: _____

Spire's Approval:

Signature: _____ Date: _____

SECTION 7.5
FL - FIRM LOAN SERVICE
FORM OF SERVICE AGREEMENT

This Agreement is made as of the _____ day of _____, _____, by and between Spire Storage West LLC, a Delaware limited liability company herein called “Spire,” and _____, an _____, herein called “Customer,” (each of Spire and Customer, a “Party,” and collectively, the “Parties”), pursuant to the following recitals and representations:

WHEREAS, Spire owns and operates an underground natural gas storage facility located in Wyoming, and is authorized to provide natural gas storage and related services in interstate commerce by way of Spire’s gas storage facility; and

WHEREAS, Customer has requested that Spire provide certain firm loan natural gas storage services for Customer; and

WHEREAS, Spire has agreed to provide such firm loan storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Spire and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of Spire’s FL Rate Schedule, and of this Agreement, Spire shall on demand on any day of the Withdrawal Period allow Customer to nominate for withdrawal and delivery a quantity of gas up to Customer’s Maximum Daily Withdrawal Quantity as set forth on Exhibit “A” hereto, and shall on any day of the Injection Period receive for injection into storage for repayment of Customer’s Loan Balance a quantity of gas up to Customer’s Maximum Daily Injection Quantity as set forth on Exhibit “A.” Withdrawals shall occur pursuant to any transaction under this Agreement during the Withdrawal Period as set forth on Exhibit “A,” such that Customer’s Loan Balance at the end of the Withdrawal Period is equal to Customer’s Maximum Loan Quantity as set forth on Exhibit “A.” Injections shall occur pursuant to any transaction under this Agreement during the Injection Period set forth on Exhibit “A,” such that Customer’s Loan Balance shall equal zero (0) at the end of the Injection Period.

ARTICLE II - POINTS OF RECEIPT AND DELIVERY

The point(s) at which the gas is to be tendered by Customer to Spire 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 Spire to Customer under this Agreement shall be the point(s) designated on Exhibit “A” hereto (Customer’s Point(s) of Delivery).

ARTICLE III - PRICE

- 3.1. Customer agrees to pay Spire the charges set forth on Exhibit “A” hereto for all gas storage service furnished to Customer hereunder.
- 3.2. Customer further agrees to pay Spire all other applicable fees and charges as set forth in the General Terms and Conditions and in the FL Rate Schedule.
- 3.3. Customer shall reimburse Spire for all applicable taxes as may be assessed against Spire for the receipt, injection, storage, withdrawal and/or delivery of Customer’s gas. In addition, Customer shall reimburse Spire for Customer’s pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer’s gas in storage assessed against and paid by Spire.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in Spire’s Rate Schedule FL and the provisions of Spire’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 Spire).

ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of _____, ____ and shall remain in force and effect until _____, ____ (the “Primary Term”); provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the parties pursuant to this Agreement.

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 may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:

SPIRE: Spire Storage West LLC
3773 Richmond Avenue
Suite 300
Houston, Texas 77046
Attention: Commercial Services

CUSTOMER:

NOTICES: _____

Attention: _____

BILLING: _____

Attention: _____

or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Mountain Time. Notice received before 5 p.m. Mountain Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Mountain Time shall be deemed effective the day following receipt.

ARTICLE VII - TRANSFER AND ASSIGNMENT

Any company which shall succeed by purchase, merger, consolidation, or otherwise to the properties, substantially as an entirety, of Spire 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 Spire'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 TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.

ARTICLE X - MISCELLANEOUS

10.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

10.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

10.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

10.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

10.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than Spire or Customer.

10.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

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.

Spire Storage West LLC

By _____

Title _____

Customer _____

By _____

Title _____

Exhibit A to the Firm Loan Service Agreement
 between Spire Storage West LLC and
 _____ (Customer)

Transaction Date _____
 Contract Number _____

Transaction Confirmation

Maximum Loan Quantity (“MLQ”) _____ Dth
 Maximum Daily Injection Quantity (“MDIQ”) _____ Dth
 Maximum Daily Withdrawal Quantity (“MDWQ”) _____ Dth

Withdrawal Period Start Date _____
 Withdrawal Period End Date _____

Injection Period Start Date _____
 Injection Period End Date _____

Firm Loan Reservation Charge _____ \$/Dth-mo

Primary Point Rights

Receipt Point*	MDRQ	Firm Loan Injection Charge	Fuel Reimbursement

Delivery Point*	MDDQ	Firm Loan Withdrawal Charge	Fuel Reimbursement

Secondary Point Rights

_____ Customer shall not have the right to use the secondary Point(s) of Receipt and Point(s) of Delivery.

_____ Customer shall have the right to use the following secondary Point(s) of Receipt and Point(s) of Delivery:

Receipt Point*	MDRQ	Firm Loan Injection Charge	Fuel Reimbursement

Delivery Point*	MDDQ	Firm Loan Withdrawal Charge	Fuel Reimbursement

* Add additional lines to accommodate all applicable Point(s) of Receipt and/or Point(s) of Delivery. Any Point of Receipt not listed above shall have an MDRQ of zero (0) and any Point of Delivery not listed above shall have an MDDQ of zero.

Customer:

Signature: _____ Date: _____

Spire's Approval:

Signature: _____ Date: _____

SECTION 7.6
ISS - INTERRUPTIBLE STORAGE SERVICE
FORM OF SERVICE AGREEMENT
(For Use Under Rate Schedule ISS)

This Agreement is made as of the _____ day of _____, _____, by and between Spire Storage West LLC, a Delaware limited liability company herein called “Spire,” and _____, an _____, herein called “Customer,” (each of Spire and Customer, a “Party,” and collectively, the “Parties”), pursuant to the following recitals and representations:

WHEREAS, Spire owns and operates an underground natural gas storage facility located in Wyoming, and is authorized to provide natural gas storage and related services in interstate commerce by way of Spire’s storage facility; and

WHEREAS, Customer has requested that Spire provide certain interruptible natural gas storage services for Customer; and

WHEREAS, Spire has agreed to provide such interruptible storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Spire and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service pursuant to any transaction hereunder, in accordance with the terms of Spire’s ISS Rate Schedule, and of this Agreement, Spire 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 as set forth on Exhibit “A” hereto, shall store quantities of gas so injected in the Spire’s underground gas storage facility located in Wyoming, up to a Maximum Storage Quantity as set forth on Exhibit “A” (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 as set forth on Exhibit “A.”

ARTICLE II - POINTS OF RECEIPT AND DELIVERY

The point(s) at which the gas is to be tendered by Customer to Spire under this Agreement shall be any of the Point(s) of Receipt as posted on Spire’s Internet Web Site.

The point(s) at which the gas is to be tendered by Spire to Customer under this Agreement shall be any of the Point(s) of Delivery as posted on Spire’s Internet Web Site.

ARTICLE III - PRICE

3.1. Customer agrees to pay Spire the charges set forth on Exhibit “A” hereto for all gas storage service furnished to Customer hereunder.

3.2. Customer further agrees to pay Spire all other applicable fees and charges as set forth in the General Terms and Conditions and in the ISS Rate Schedule.

3.3. Customer shall reimburse Spire for all applicable taxes as may be assessed against Spire for the receipt, injection, storage, withdrawal and/or delivery of Customer’s gas. In addition, Customer shall reimburse Spire for Customer’s pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer’s gas in storage assessed against and paid by Spire.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in Spire’s ISS Rate Schedule and the provisions of Spire’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 Spire).

ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of _____, _____, and shall remain in force and effect until _____, _____ (the “Primary Term”); provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the parties pursuant to this Agreement.

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 TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.

ARTICLE X - WAREHOUSEMEN'S LIEN

10.1 CUSTOMER HEREBY ACKNOWLEDGES THAT SPIRE SHALL BE ENTITLED TO, AND SPIRE HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY SPIRE FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY SPIRE, AS PROVIDED IN THE TEXAS UNIFORM COMMERCIAL CODE WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT SPIRE SHALL BE ENTITLED TO, AND SPIRE HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

10.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO THE TEXAS UNIFORM COMMERCIAL CODE, SHIPPER HEREBY AGREES THAT:

- (i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY SPIRE TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN SPIRE'S FERC GAS TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO THE TEXAS UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;
- (ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND

DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, ARTICLE II OF THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 6.16 OF THE GENERAL TERMS AND CONDITIONS);

(iii) THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED,

(iv) THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE CONTRACT, AND

(v) THE SIGNATURE OF SPIRE ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

ARTICLE XI - MISCELLANEOUS

11.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

11.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

11.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

11.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

11.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than Spire or Customer.

11.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

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.

Spire Storage West LLC

By _____

Title _____

Customer _____

By _____

Title _____

Exhibit A to the Interruptible Storage Service Agreement
between Spire Storage West LLC and
_____ (Customer)

Transaction Confirmation

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

Start Date: _____
End Date: _____

Storage Inventory Charge _____ \$/Dth
Storage Injection Charge _____ \$/Dth
Storage Withdrawal Charge _____ \$/Dth
Fuel Reimbursement _____ %

Customer:

Signature: _____
Date: _____

Spire’s Approval:

Signature: _____
Date: _____

SECTION 7.7
IHBS - INTERRUPTIBLE HOURLY BALANCING SERVICE
FORM OF SERVICE AGREEMENT
(For Use Under Rate Schedule IHBS)

This Agreement is made as of the _____ day of _____, _____, by and between Spire Storage West LLC, a Delaware limited liability company herein called “Spire,” and _____, an _____, herein called “Customer,” (each of Spire and Customer, a “Party,” and collectively, the “Parties”), pursuant to the following recitals and representations:

WHEREAS, Spire owns and operates an underground natural gas storage facility located in Wyoming, and is authorized to provide natural gas storage and related services in interstate commerce by way of Spire’s Gas Storage facility; and

WHEREAS, Customer has requested that Spire provide certain interruptible hourly balancing natural gas storage services for Customer; and

WHEREAS, Spire has agreed to provide such interruptible hourly balancing storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Spire and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of Spire’s IHBS Rate Schedule, and of this Agreement,

Spire 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 as set forth on Exhibit “A” hereto, shall store quantities of gas so injected in Spire’s underground gas storage facility located in Wyoming, up to a Maximum Storage Quantity as set forth on Exhibit “A” (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 as set forth on Exhibit “A;” and

Spire shall, for each hour during a day, subject to maximum hourly limit as set forth on Exhibit “A,” receive or deliver at the Point(s) of Receipt/Delivery designated by Customer hourly balancing quantities of gas which shall be the difference, on an hourly basis, between (i) the injections to or withdrawals from Spire’s storage of gas as nominated by Customer to meet Customer’s desired hourly pattern of deliveries at its delivery point(s) on the Transporter’s (s’) pipeline system(s) and (ii) Customer’s ratable flow quantities on Spire (1/24 of Daily nominated quantities).

ARTICLE II - POINTS OF RECEIPT AND DELIVERY

The point(s) at which the gas is to be tendered by Customer to Spire under this Agreement on any day for injection to storage shall be any of the Point(s) of Receipt as posted on Spire's Internet Web Site.

The point(s) at which the gas is to be tendered by Spire to Customer under this Agreement on any day for withdrawal from storage shall be any of the Point(s) of Delivery as posted on Spire's Internet Web Site.

The point(s) at which the hourly balancing quantities of gas are to be tendered by Customer to Spire under this Agreement shall be any of the Point(s) of Receipt as posted on Spire's Internet Web Site.

The point(s) at which the hourly balancing quantities of gas are to be tendered by Spire to Customer under this Agreement shall be any of the Point(s) of Delivery as posted on Spire's Internet Web Site.

ARTICLE III - PRICE

3.1. Customer agrees to pay Spire the charges set forth on Exhibit "A" hereto for all gas storage service furnished to Customer hereunder.

3.2. Customer further agrees to pay Spire all other applicable fees and charges as set forth in the General Terms and Conditions and in the IHBS Rate Schedule.

3.3. Customer shall reimburse Spire for all applicable taxes as may be assessed against Spire for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition, Customer shall reimburse Spire for Customer's pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer's gas in storage assessed against and paid by Spire.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in Spire's Rate Schedule IHBS and the provisions of Spire'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 Spire).

ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of _____, _____, and shall remain in force and effect until _____, _____ (the "Primary Term"); provided that this Agreement shall remain in

effect until the expiration of any transaction(s) executed by the parties pursuant to this Agreement.

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 may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:

Spire: Spire Storage West LLC

Attention: Marketing

CUSTOMER:

NOTICES: _____

Attention: _____

BILLING: _____

Attention: _____

or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Mountain Time. Notice received before 5 p.m. Mountain Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Mountain Time shall be deemed effective the day following receipt.

ARTICLE VII - TRANSFER AND ASSIGNMENT

Any company which shall succeed by purchase, merger, consolidation, or otherwise to the properties, substantially as an entirety, of Spire 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 Spire'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 TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.

ARTICLE X - WAREHOUSEMEN'S LIEN

10.1 CUSTOMER HEREBY ACKNOWLEDGES THAT SPIRE SHALL BE ENTITLED TO, AND SPIRE HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY SPIRE FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY SPIRE, AS PROVIDED IN THE TEXAS UNIFORM COMMERCIAL CODE WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT SPIRE SHALL BE ENTITLED TO, AND SPIRE HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

10.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO THE TEXAS UNIFORM COMMERCIAL CODE, SHIPPER HEREBY AGREES THAT:

(i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY SPIRE TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN SPIRE'S FERC GAS TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO THE TEXAS UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;

(ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE

PREAMBLE OF THIS AGREEMENT, ARTICLE II OF THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 6.16 OF THE GENERAL TERMS AND CONDITIONS);

(iii) THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED,

(iv) THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE CONTRACT, AND

(v) THE SIGNATURE OF SPIRE ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

ARTICLE XI - MISCELLANEOUS

11.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

11.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

11.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

11.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

11.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than Spire or Customer.

11.6. This Agreement may be executed in counterparts, and all such executed counterparts

shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

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.

Spire Storage West LLC

By _____

Title _____

Customer _____

By _____

Title _____

Exhibit A to the
Interruptible Hourly Balancing Storage Service Agreement
between Spire Storage West LLC and
_____ (Customer)

Transaction Confirmation

Maximum Storage Quantity (“MSQ”)	_____	Dth
Maximum Daily Injection Quantity (“MDIQ”)	_____	Dth
Maximum Daily Withdrawal Quantity (“MDWQ”)	_____	Dth
Maximum hourly IHBS quantity	_____	Dth
Maximum hourly injection quantity	_____	Dth
Maximum hourly withdrawal quantity	_____	Dth

Start Date _____
End Date _____

Hourly Balancing Charge	_____	\$/Dth
Storage Inventory Charge	_____	\$/Dth
Storage Injection Charge	_____	\$/Dth
Storage Withdrawal Charge	_____	\$/Dth
Fuel Reimbursement	_____	%

Customer:

Signature: _____
Date: _____

Spire’s Approval:

Signature: _____
Date: _____

SECTION 7.8
HUB SERVICES AGREEMENT
FORM OF SERVICE AGREEMENT
(For Use Under EISS, EILS, EIWS, IP, IL and IW Rate Schedules)

This Agreement is made as of the ___ day of _____, ____, by and between Spire Storage West LLC, a Delaware limited liability company herein called “Spire,” and _____, a _____, herein called “Customer,” (each of Spire and Customer, a “Party,” and collectively, the “Parties”), pursuant to the following recitals and representations:

WHEREAS, Spire owns and operates an underground natural gas storage facility located in Wyoming, and is authorized to provide natural gas storage and related services in interstate commerce by way of Spire’s gas storage facility; and

WHEREAS, Customer has requested that Spire provide certain interruptible hub natural gas storage services for Customer; and

WHEREAS, Spire has agreed to provide such interruptible hub storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Spire and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of Spire’s EISS, EILS, EIWS, IP, IL and/or IW Rate Schedules, as applicable, and of this Agreement, Spire 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, MDWQ, MSQ, Maximum Park Quantity, Maximum Loan Quantity, and/or MDTQ, as applicable, as set forth on Exhibits A through F hereto. Customer and Spire may execute more than one of each of Exhibits A through F during the term of this Agreement, covering multiple transactions for Hub Services.

ARTICLE II - POINTS OF RECEIPT AND DELIVERY

The point(s) at which the gas is to be tendered by Customer to Spire under this Agreement shall be any of the Point(s) of Receipt as posted on Spire's Internet Web Site, unless Point(s) of Receipt are otherwise designated on Exhibits A through F hereto.

The point(s) at which the gas is to be tendered by Spire to Customer under this Agreement shall be any of the Point(s) of Delivery as posted on Spire's Internet Web Site, unless Point(s) of Delivery are otherwise designated on Exhibits A through F hereto.

ARTICLE III - PRICE

- 3.1. Customer agrees to pay Spire the charges for all gas service furnished to Customer hereunder as set forth on Exhibits A through F hereto.
- 3.2. Where applicable, Customer agrees to pay in kind the Fuel Reimbursement amount as set forth on Exhibit A through F hereto.
- 3.3. Customer further agrees to pay Spire all other applicable fees and charges as set forth in the General Terms and Conditions and in the EISS, EILS, EIWS, IP, IL and IW Rate Schedules, as applicable.
- 3.4. Customer shall reimburse Spire for all applicable taxes as may be assessed against Spire for the receipt, injection, storage, withdrawal and/or delivery of Customer's gas. In addition, Customer shall reimburse Spire for Customer's pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer's gas in storage assessed against and paid by Spire.

ARTICLE IV - INCORPORATION OF RATE SCHEDULES AND TARIFF PROVISIONS

The terms and conditions specified in Spire's Rate Schedules EISS, EILS, EIWS, IP, IL and IW, as applicable, and the provisions of Spire'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 Spire) 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; provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the parties pursuant to this Agreement.

Spire'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 TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.

ARTICLE X - WAREHOUSEMEN'S LIEN

10.1 CUSTOMER HEREBY ACKNOWLEDGES THAT SPIRE SHALL BE ENTITLED TO, AND SPIRE HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY SPIRE FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY SPIRE, AS PROVIDED IN THE TEXAS UNIFORM COMMERCIAL CODE WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT SPIRE SHALL BE ENTITLED TO, AND SPIRE HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

10.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO THE TEXAS UNIFORM COMMERCIAL CODE, SHIPPER HEREBY AGREES THAT:

- (i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY SPIRE TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN SPIRE'S FERC GAS TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO THE TEXAS UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;
- (ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND

DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, ARTICLE II OF THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 6.16 OF THE GENERAL TERMS AND CONDITIONS);

(iii) THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED,

(iv) THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE CONTRACT, AND

(v) THE SIGNATURE OF SPIRE ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

ARTICLE XI - MISCELLANEOUS

11.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

11.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

11.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

11.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

11.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than Spire or Customer.

11.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

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.

Spire Storage West LLC

By _____

Title _____

Customer _____

By _____

Title _____

Exhibit A
to the Hub Services Agreement
between Spire Storage West LLC and
_____ (Customer)

Enhanced Interruptible Storage Service Transaction Confirmation

Enhanced Interruptible Storage Service (Rate Schedule EISS):

Maximum Storage Quantity _____ Dth

Maximum Daily Injection Quantity _____ Dth
Injection Period _____

Maximum Daily Withdrawal Quantity _____ Dth
Withdrawal Period _____

Begin Date _____

End Date _____

Enhanced Interruptible Storage Charge _____
\$/Dth-Month

Enhanced Interruptible Storage Injection Charge _____ \$/Dth

Enhanced Interruptible Storage Withdrawal Charge _____ \$/Dth

Fuel Reimbursement _____ %

Customer:

Signature: _____ Date: _____

Spire's Approval:

Signature: _____ Date: _____

Exhibit B
to the Hub Services Agreement
between Spire Storage West LLC and
_____ (Customer)

Enhanced Interruptible Loan Service Transaction Confirmation

Enhanced Interruptible Loan Service (Rate Schedule EILS):

Maximum Loan Quantity _____ Dth

Maximum Daily Injection Quantity _____ Dth
Injection Period _____

Maximum Daily Withdrawal Quantity _____ Dth
Withdrawal Period _____

Begin Date _____
End Date _____

Enhanced Interruptible Loan Charge _____ \$/Dth-Month
Enhanced interruptible Loan Injection Charge _____ \$/Dth
Enhanced Interruptible Loan Withdrawal Charge _____ \$/Dth
Fuel Reimbursement _____ %

Customer:

Signature: _____ Date: _____

Spire's Approval:

Signature: _____ Date: _____

Exhibit C
to the Hub Services Agreement
between Spire Storage West LLC and
_____ (Customer)

Enhanced Interruptible Wheeling Service Transaction Confirmation

Enhanced Interruptible Wheeling Service (Rate Schedule EIWS):

Maximum Daily Wheeling Quantity (MDTQ)

_____ Dth
From: Point of Receipt _____
To: Point of Delivery _____

Begin Date _____
End Date _____

Enhanced Interruptible Wheeling Charge _____
\$/Dth-Month
Enhanced Interruptible Wheeling Commodity Charge _____ \$/Dth
Fuel Reimbursement _____ %

Customer:

Signature: _____ Date: _____

Spire's Approval:

Signature: _____ Date: _____

Exhibit D
to the Hub Services Agreement
between Spire Storage West LLC and
_____ (Customer)

Interruptible Parking Service Transaction Confirmation

Interruptible Parking Service (Rate Schedule IP):

Maximum Park Quantity _____ Dth

Maximum Daily Injection Quantity _____ Dth
Injection Period _____

Maximum Daily Withdrawal Quantity _____ Dth
Withdrawal Period _____

Begin Date _____
End Date _____

Interruptible Parking Charge _____ \$/Dth
Interruptible Parking Injection Charge _____ \$/Dth
Interruptible Parking Withdrawal Charge _____ \$/Dth
Fuel Reimbursement _____ %

Customer:

Signature: _____ Date: _____

Spire's Approval:

Signature: _____ Date: _____

Exhibit E
to the Hub Services Agreement
between Spire Storage West LLC
and _____ (Customer)

Interruptible Loan Service Transaction Confirmation

Interruptible Loan Service (Rate Schedule IL):

Maximum Loan Quantity _____ Dth

Maximum Daily Injection Quantity _____ Dth
Injection Period _____

Maximum Daily Withdrawal Quantity _____ Dth
Withdrawal Period _____

Begin Date _____
End Date _____

Interruptible Loan Charge _____ \$/Dth
Interruptible Loan Injection Charge _____ \$/Dth
Interruptible Loan Withdrawal Charge _____ \$/Dth
Fuel Reimbursement _____ %

Customer:

Signature: _____ Date: _____

Spire's Approval:

Signature: _____ Date: _____

Exhibit F
to the Hub Services Agreement
between Spire Storage West LLC and
_____ (Customer)

Interruptible Wheeling Service Transaction Confirmation

Interruptible Wheeling Service (Rate Schedule IW):

Maximum Daily Wheeling Quantity (MDTQ)

_____ Dth
From: Point of Receipt _____
To: Point of Delivery _____

Begin Date _____
End Date _____

Interruptible Wheeling Charge _____
\$/Dth
Fuel Reimbursement _____%

Customer:

Signature: _____ Date: _____

Spire's Approval:

Signature: _____ Date: _____

SECTION 7.9
CAPACITY RELEASE UMBRELLA
FORM OF SERVICE AGREEMENT

This Capacity Release Umbrella Agreement, made and entered into this ___ day of _____, _____ by and between _____, a _____ (herein called “Replacement Customer”), and Spire Storage West LLC, a Delaware limited liability company herein called “Spire”, (each of Spire and Customer, a “Party,” and collectively, the “Parties”).

WITNESSETH:

WHEREAS,

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the Replacement Customer and Spire 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 Spire’s approved bidder list for capacity releases and to execute this Capacity Release Umbrella Agreement pursuant to Section 6.10 of the General Terms and Conditions of Spire’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 FSS, FHBS, FP and FL Rate Schedules pursuant to the procedure set forth in Section 6.10 of Spire’s General Terms and Conditions. If at any time a bid submitted by Replacement Customer is accepted by Spire with respect to a given capacity release, Spire 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 Spire 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 Spire’s FSS, FHBS, FP and FL Rate Schedules, Spire 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 6.4 of Spire’s General Terms and Conditions at the time it submitted the bid Spire accepted with respect to such release.

Replacement Customer hereby agrees promptly to provide any information necessary for Spire to reevaluate Spire’s credit appraisal as contemplated by Section 6.4 of Spire’s General Terms and Conditions and to advise Spire of any material change in the information previously

provided by the Replacement Customer to Spire.

ARTICLE II TERM OF AGREEMENT

The term of this Capacity Release Umbrella Agreement shall commence on _____ and shall continue in force and effect until _____ thereafter unless this Capacity Release Umbrella Agreement is terminated as hereinafter provided. If Spire determines at any time that Replacement Customer fails to meet the financial standards or credit criteria of Section 6.4 of the General Terms and Conditions, Spire may terminate this Capacity Release Umbrella Agreement and all Addenda attached hereto prospectively in accordance with Section 6.31 of the General Terms and Conditions of Spire'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 the FSS, FHBS, FP and FL Rate Schedules, 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 Spire 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. Spire 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 Spire'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.

ARTICLE VII LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.

ARTICLE VII - MISCELLANEOUS

8.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

8.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

8.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

8.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

8.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than Spire or Customer.

8.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

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.

Spire Storage West LLC

By _____

Title _____

CUSTOMER _____

By _____

Title _____

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 of Rate:

_____ \$ _____

_____ \$ _____

_____ \$_____

Volume Commitment (Dth/Billing Period)

Maximum Storage Quantity (MSQ) (FSS and FHBS): _____
(Dth)

Maximum hourly deviation (FHBS only): _____-(Dth)

Maximum Park Quantity (FP only): _____ (Dth)

Maximum Loan Quantity (FL only): _____
(Dth)

Maximum Daily Injection Quantity (MDIQ): _____ (Dth)

Maximum Daily Withdrawal Quantity (MDWQ): _____ (Dth)

Maximum Daily Delivery Quantity (MDDQ): _____ (Dth)

Maximum Daily Receipt Quantity (MDRQ): _____ (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 : _____

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 Spire'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 Spire's capacity release program and to the Capacity Release Umbrella Agreement between Spire and the Replacement Customer, is hereby made a part of and subject to the aforementioned Capacity Release Umbrella Agreement.

SECTION 8 LIST OF NON-CONFORMING SERVICE AGREEMENTS

The following service agreements are being listed in accordance with Section 154.112(b) of the Commission's regulations. This list of agreements will be updated to reflect new agreements containing material, non-conforming provisions, with the exception of an extension in the term of one of the agreements identified below.

1. [Reserved for Future Use]
2. Questar Gas Company, Contract No. QUES00004S, dated December 20, 2017, under Rate Schedule FSS.
3. [Reserved for Future Use]

SECTION 8.1 RESERVED FOR FUTURE USE

SECTION 8.2 - QUESTAR AGREEMENT

FIRM GAS STORAGE SERVICE AGREEMENT

This Agreement amends and replaces in its entirety the prior Firm Gas Storage Service Agreement, dated March 17, 2017 between the Parties, and is made as of the 20th day of December, 2017, by and between Ryckman Creek Resources, LLC, a Delaware limited liability company herein called “Ryckman Creek,” and Questar Gas Company, dba. Dominion Energy Utah, a Utah Corporation, herein called “Customer,” (each of Ryckman Creek and Customer, a “Party,” and collectively, the “Parties”), pursuant to the following recitals and representations:

WHEREAS, Ryckman Creek owns and operates an underground natural gas storage facility known as the Ryckman Creek gas storage facility, located in Wyoming, and is authorized to provide natural gas storage and related services in interstate commerce by way of the Ryckman Creek gas storage facility; and

WHEREAS, Customer has requested that Ryckman Creek provide certain firm natural gas storage services for Customer; and

WHEREAS, Ryckman Creek has agreed to provide such firm storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Ryckman Creek and Customer agree as follows:

ARTICLE I -- SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of Ryckman Creek’s Rate Schedule FSS, and of this Agreement, Ryckman Creek shall on any day receive for injection into storage in the Ryckman Creek gas storage facility for Customer’s account a quantity of gas up to Customer’s Maximum Daily Injection Quantity as set forth on Exhibit “A” hereto, shall store quantities of gas so injected up to a Maximum Storage Quantity as set forth on Exhibit “A” hereto (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 as set forth on Exhibit “A” hereto.

ARTICLE II -- POINTS OF RECEIPT AND DELIVERY

The point(s) at which the gas is to be tendered by Customer to Ryckman Creek 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 tendered by Ryckman Creek to Customer under this Agreement

shall be the point(s) designated on Exhibit "A" hereto ("Customer's Point(s) of Delivery").

ARTICLE III -- PRICE

3.1 Customer agrees to pay Ryckman Creek the charges set forth on Exhibit "A" hereto for all gas storage service furnished to Customer hereunder.

3.2 Customer further agrees to pay Ryckman Creek all other applicable fees and charges as set forth in the GT&C and in the FSS Rate Schedule.

3.3 Customer shall reimburse Ryckman Creek for all applicable taxes as may be assessed against Ryckman Creek for the receipt, injection, storage, withdrawal and/or delivery of Customer's gas. In addition, Customer shall reimburse Ryckman Creek for Customer's pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer's gas in storage assessed against and paid by Ryckman Creek.

ARTICLE IV -- INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in Ryckman Creek's FSS Rate Schedule and the provisions of Ryckman Creek'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 Ryckman Creek).

ARTICLE V -- TERM OF AGREEMENT

This Agreement shall be effective as of the day after the closing of the sale of Ryckman Creek, which is anticipated to be December 27, 2017 and shall remain in force and effect until March 31, 2021 (the "Primary Term"), unless otherwise terminated earlier under the terms of this Agreement.

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 may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:

Ryckman Creek:	Ryckman Creek Resources, LLC 3 Riverway, Suite 1100 Houston, Texas 77056
Attention:	Marketing

Customer:

Notices: Questar Gas Company dba Dominion Energy Utah
333 S. State Street
PO Box 45360
SLC, UT 84145-0360
Attention: Gas Supply, Tina Faust

Billing: Questar Gas Company dba Dominion Energy Utah
333 S. State Street
PO Box 45360
SLC, UT 84145-0360
Attention: Gas Supply, Accounting

Or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Mountain Time. Notice received before 5 p.m. Mountain Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Mountain Time shall be deemed effective the day following receipt.

ARTICLE VII -- TRANSFER AND ASSIGNMENT

Any company which shall succeed by purchase, merger, consolidation, or otherwise to the properties, substantially as an entirety, of Ryckman Creek 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 Ryckman Creek's FERC Gas Tariff.

During the Primary Term, if (a) Ryckman Creek assigns this Agreement pursuant to this Article VII, (b) 50% or more of the interests in Ryckman Creek are sold or otherwise transferred, or (c) Spire Inc. terminates its Guarantee Agreement related to this Agreement; then, upon such assignment, sale, or termination, Customer will have the right to terminate this Agreement unless Ryckman Creek, the proposed assignee, or the proposed purchaser (1) provides a replacement guarantee from an entity with an investment grade credit rating or (2) provides another form of credit assurance (which may be cash or a letter of credit) that is acceptable to Customer in its reasonable discretion.

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 TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX -- LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.

ARTICLE X -- WAREHOUSEMEN'S LIEN

10.1 CUSTOMER HEREBY ACKNOWLEDGES THAT RYCKMAN CREEK SHALL BE ENTITLED TO, AND RYCKMAN CREEK HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY RYCKMAN CREEK FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY RYCKMAN CREEK, AS PROVIDED IN THE TEXAS UNIFORM COMMERCIAL CODE WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT RYCKMAN CREEK SHALL BE ENTITLED TO, AND RYCKMAN CREEK HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

10.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO THE TEXAS UNIFORM COMMERCIAL CODE, SHIPPER HEREBY AGREES THAT:

(i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL THE MONTHLY STATEMENTS RENDERED BY RYCKMAN CREEK TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN RYCKMAN CREEK'S TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO THE TEXAS UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;

(ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE

DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, EXHIBIT A OF THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 6.16 OF THE GENERAL TERMS AND CONDITIONS);

(iii) THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED;

(iv) THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE CONTRACT, AND

(v) THE SIGNATURE OF RYCKMAN CREEK ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

ARTICLE XI -- MISCELLANEOUS

11.1 This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

11.2 No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

11.3 If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, save and except for Sections 11.7, 11.8 and 11.9, such declaration shall in no way effect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

11.4 No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

11.5 This Agreement shall not create any rights in third parties, and no provisions hereof shall

be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than Ryckman Creek or Customer.

11.6 This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

11.7 The following events shall constitute “Events of Default”:

- (i) Ryckman Creek fails to perform or breaches any material obligation under this Agreement (other than any breaches under items (ii), (iii) or (iv) of this Section 11.7, which breaches shall be handled in accordance with those items as applicable) that prevents Ryckman Creek from being able to store, receive or deliver any portion of Customer’s scheduled firm reservation quantities as nominated if such failure is not remedied within seven (7) calendar days after receipt of written notice from Customer. Notwithstanding the foregoing, this provision may not be used to extend the timeframe of an Operational Event or a Force Majeure event, nor shall the remedy period referenced in this provision exempt or be interpreted as releasing Ryckman Creek from its obligation under FERC regulations to provide gas to Customer as nominated.
- (ii) Ryckman Creek breaches any material representation or warranty in Section 11.8 of this Agreement that prevents Ryckman Creek from being able to store, receive or accept any portion of Customer’s scheduled firm reservation quantities as nominated, if such breach is not remedied within seven (7) calendar days after receipt of written notice from Customer.
- (iii) Ryckman Creek’s declaration of an event(s) of Force Majeure, whether based on one or more claimed events, that impairs or prevents Ryckman Creek from being able to store, receive or deliver any portion of Customer’s scheduled firm reservation quantities under this Agreement as nominated (a) for a period of seven (7) consecutive calendar days, or (b) for thirty (30) or more cumulative calendar days in any rolling 365-day period; provided, however, that Customer shall not have a right to terminate this Agreement under this subparagraph (iii) for Ryckman Creek’s declaration of an event of Force Majeure if such event of Force Majeure is due to an event caused by or attributable directly to Customer’s actions or inaction. In addition, if Customer has a right to terminate this Agreement under this subparagraph (iii), but the subject event(s) of Force Majeure is(are) incapable of being fully cured within the subject period under the applicable (a) or (b) above, through no fault of Ryckman Creek, and provided that (1) Customer

pre-approves (in its sole discretion) the proposed cure, which approval shall not be unreasonably withheld, and since time is of the essence, Customer will respond within three (3) business days following the calendar day Customer receives the notice from Ryckman Creek and if not approved shall state the reasons for not approving the proposed cure, and (2) if approved by Customer, Ryckman Creek promptly initiates and diligently pursues such cure after the occurrence of such event(s) (in accordance with Customer's approval), then Ryckman Creek shall be afforded an additional thirty (30) calendar days after the end of the subject period under the applicable (a) or (b) above to fully cure such event so as to be able to receive, store, or deliver any portion of Customer's nominated Gas under this Agreement. If Ryckman Creek is unable to fully cure the event within such additional time period, Customer shall have the right to terminate this Agreement based on such Event(s) of Default. In the event Customer does not approve a proposed cure, the periods under applicable (a) or (b) above shall be extended to include the number of calendar days from Customer's receipt of the proposed cure and the date Customer provides notice of denial of the proposed cure.

- (iv) An Operational Event(s) occurs that impairs or prevents Ryckman Creek from being able to store, receive or deliver any portion of Customer's scheduled firm reservation quantities under this Agreement as nominated(a) for a period of seven (7) consecutive calendar days, or (b) for thirty (30) cumulative calendar days within any rolling 365-day period, provided that, if the subject Operational Event(s) is(are) incapable of being fully cured within the subject period under the applicable (a) or (b) above, through no fault of Ryckman Creek, and provided that (1) Customer pre-approves (in its sole discretion) the proposed cure, which approval shall not be unreasonably withheld, and since time is of the essence, Customer will respond within three (3) business days following the calendar day Customer receives the notice from Ryckman Creek and if not approved shall state the reasons for not approving the proposed cure, and (2) if approved by Customer, Ryckman Creek promptly initiates and diligently pursues such cure after the occurrence of such Operational Event(s) (in accordance with Customer's approval), then Ryckman Creek shall be afforded an additional thirty (30) calendar days after the end of the subject period under the applicable (a) or (b) above to fully cure such Operational Event(s) so as to be able to receive, store or deliver any portion of Customer's nominated Gas under this Agreement. If Ryckman Creek is unable to fully cure the event within such additional time period, Customer shall have the right to terminate this Agreement based on such Event(s) of Default. In the event Customer does not approve a proposed cure, the periods under applicable (a) or (b) above shall be extended to include the number of calendar days from Customer's receipt of the proposed cure and the date Customer provides notice of denial of the proposed cure.

Unless the Event of Default has been fully and completely cured by Ryckman Creek, upon Customer's written notice to Ryckman Creek of an Event of Default under this Section 11.7, Ryckman Creek shall be in default under this Agreement, and Customer shall be (i) entitled to any and all remedies available to it at law or in equity, including but not limited to fully suspending performance under this Agreement and/or terminating this Agreement, and (ii) relieved of any obligation to pay Ryckman Creek for any charges for gas storage services, or any other applicable fees and charges set forth in this Agreement, the GT&Cs and/or the FSS Rate Schedule (collectively "Charges") as of the date of any suspension/termination, save and except for any Charges that are rightfully due and owing to Ryckman Creek for periods of time prior to such suspension/termination. If Customer elects to terminate this Agreement, Ryckman Creek shall immediately, but not later than three (3) business days after requested by Customer, allow Customer to withdraw its Storage Inventory according to its full maximum daily withdrawal rights for as many calendar days as is necessary for the full withdrawal of such Storage Inventory as set forth in Customer's terminated Agreement. However, if Ryckman Creek is unable to deliver Gas to Customer in a quantity equivalent to Customer's Storage Inventory as required under the prior sentence, at Customer's election and upon written notice to Ryckman Creek, Customer may require Ryckman Creek to purchase the entire remaining portion of such Storage Inventory at a price equivalent to the Gas Daily Average for the Month immediately preceding the termination of the Agreement (such price being the "Termination Price"), with payment for such storage Inventory purchase being immediately due and owing, and any such payment may be netted against any payment due and owing by Customer to Ryckman Creek under this Agreement. Ryckman Creek shall not be obligated to pay Customer more than the Maximum Termination Price under the prior sentence. In response to Customer's demand for "adequate assurance of performance" as defined under Chapter 11 of Title 11 of the United States Code, Ryckman Creek has agreed to increase the Maximum Termination Price (as described below) and obtain the guarantee of Spire Inc. under the terms set forth in a Guarantee Agreement made by Spire Inc. for the benefit of Customer.

11.8 Ryckman Creek represents and warrants to the Customer that:

- (i) As of the date of this Agreement, the facility made the subject of this Agreement is designed with respect to the injection, storage and withdrawal of Gas, as well as the receipt and delivery of the Gas as nominated for withdrawal and delivery, to meet the Pipeline Requirements in effect;
- (ii) As of April 1, 2017, the facility made the subject of this Agreement (i) will be operating and functioning as designed with respect to the injection, storage and withdrawal of Customer's nominated Gas, as well as the receipt and delivery of Customer's Gas as nominated for withdrawal and delivery, under this Agreement; and (ii) is fully capable, without any restrictions, to operate, as nominated, to receive, store, or deliver the full amount of Customer's scheduled firm reservation

quantities under this Agreement without the curtailment or interruption of any firm services to any existing or future customers; and

- (iii) As of April 1, 2017, the Nitrogen Rejection Unit will be fully operational and capable of delivering gas that meets the Pipeline Requirements.
- 11.9 The capitalized terms used in this Agreement shall have the following definitions:
- (i) “Gas Daily Average” means the simple arithmetic average of the prices in US\$ per MMBtu published for each applicable calendar day of the applicable Month by the McGraw-Hill Companies, or its successor-in-interest, in Platts’ Gas Daily under the table “Daily Price Survey (\$/MMBtu)” under the table “Rockies/Northwest”, under the row “Kern River, Opal”, under the column labeled “Midpoint”;
 - (ii) “Maximum Termination Price” shall be based on the following schedule:

<u>Date of Termination</u>	<u>Amount</u>
During Primary Term	\$10 million

- (iii) “Operational Event” excludes Repair or Maintenance under Section 6.19 of Ryckman Creek’s FERC Gas Tariff, General Terms and Conditions and means (a) the failure of the facility made the subject of this Agreement to operate or function as designed with respect to the injection, storage and withdrawal of Customer’s nominated Gas under this Agreement, including, but not limited to, the loss of Customer’s Gas at the facility; (b) the failure of Customer’s Gas as nominated for withdrawal and delivery to meet the Pipeline Requirements; (c) the curtailment of Customer’s Gas receipts from Ryckman Creek under this Agreement due to Ryckman Creek’s failure to meet the Pipeline Requirements; (d) the curtailment or interruption of Customer’s nominated storage services under this Agreement, either partially or completely; (e) the unavailability of Primary Points of Receipt and Delivery for Customer’s nominated Gas; (f) the inability of the Customer to fully utilize all of its rights under this Agreement, including its Maximum Storage Quantity, Maximum Daily Injection Quantity, Maximum Daily Withdrawal Quantity, Storage Injection Ratchets, Storage Withdrawal Ratchets and/or Maximum Daily Delivery Quantities and/or Maximum Daily Receipt Quantities, to deliver or receive any portion of Customer’s nominated quantities; or (g) Ryckman Creek’s inability to provide the nominated quantities of gas for each cycle; and

- (iv) “Pipeline Requirements” means the pressure, quality and heat content requirements of the Questar Pipeline in effect at the time of the design of the facility made the subject of this Agreement.

11.10 Sections 11.7, 11.8 and 11.9 shall be in effect until March 31, 2021.

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.

Ryckman Creek Resources, LLC

By: _____
Title:

Customer: Questar Gas Company dba Dominion Energy Utah

By: _____
Title: Vice President and General Manager
Western Distribution Operations

Exhibit A

Between Ryckman Creek Resources, LLC and
Questar Gas Company (Customer)
Dated: March, 2017

Transaction Confirmation

Maximum Storage Quantity ("MSQ")	2,500,000 Dth
Maximum Daily Injection Quantity ("MDIQ")	11,650 Dth
Maximum Daily Withdrawal Quantity ("MDWQ")	16,600 Dth
<u>Primary Point of Receipt*</u> Questar Pipeline Company	<u>Maximum Daily Receipt Quantity ("MDRQ")</u> 11,650 Dth
<u>Primary Point of Delivery*</u> Questar Pipeline Company	<u>Maximum Daily Delivery Quantity ("MDDQ")</u> 16,600 Dth

* Customer shall have the right to use secondary Point(s) of Receipt and Point(s) of Delivery

Start Date: April 1, 2017
End Date: March 31, 2021

ROFR: Yes No

Storage Reservation Charge	\$0.09/Dth-mo
Withdrawal Reservation Charge	N/A \$/Dth-mo
Injection Reservation Charge	N/A \$/Dth-mo
Storage Injection Charge	\$0.015/Dth
Storage Withdrawal Charge	\$0.010/Dth
Fuel Reimbursement	2.5%

Customer: Questar Gas Company

Storage Injection Ratchets:	<u>MDQ MMBtu</u>	<u>Injection MMBtu/d</u>	<u>Days</u>
	0 - 2,500,000	11,650	214

Storage Withdrawal Ratchets:	<u>MDQ MMBtu</u>	<u>Withdrawal MMBtu/d</u>	<u>Days</u>
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Issued on: May 17, 2018

Effective on: June 18, 2018

Spire Storage West LLC
FERC Gas Tariff
Original Volume No. 1

Section 8.2
List of Non-Conforming Service Agreements
Questar Agreement
4.0.0

2,500,000 - 0

16,600

151

Other Terms: _____

Questar Gas Company dba Dominion Energy Utah

Signature: _____
Vice President and General Manager
Western Distribution Operations

Date: 12/20/2017

Ryckman Creek Resources, LLC's Approval:

Signature: _____

Date: 12/20/2017

SECTION 8.3 RESERVED FOR FUTURE USE