

Wyckoff Gas Storage Company, LLC as of 6/9/2016

NGA Gas

FERC Gas Tariff

Effective Date: 09/30/2010

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FERC Gas Tariff, First Revised Original Volume 1, 0.0.0 A

FERC GAS TARIFF

First Revised Original Volume No. 1

of

WYCKOFF GAS STORAGE COMPANY, LLC

Filed With the

FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning this Tariff Should

Be Addressed to:

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Wyckoff Gas Storage Company, LLC as of 6/9/2016

NGA Gas

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Part I, Table of Contents, 0.0.0 A

## PART I: TABLE OF CONTENTS

Preliminary Statement	Part II
System Map	Part III
Rate Schedule FSS	Part IV
Rate Schedule ISS	Part V
General Terms and Conditions	Part VI
Form of FSS Service Agreement	Part VII
Form of ISS Service Agreement	Part VIII
Form of Customer Guaranty	Part IX

Wyckoff Gas Storage Company, LLC as of 6/9/2016

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Part II, Preliminary Statement, 0.0.0 A

## PART II: PRELIMINARY STATEMENT

Wyckoff Gas Storage Company, LLC (“Transporter”) is a Delaware limited liability company, primarily engaged in the business of operating underground natural gas storage facilities in interstate commerce under the jurisdiction of the Federal Energy Regulatory Commission. The facilities operated by Transporter consist of natural gas storage facilities located in New York.

This First Revised Original Volume No. 1 of Transporter’s FERC Gas Tariff contains the Rate Statements, Rate Schedules and General Terms and Conditions applicable to open-access storage service and sales service performed by Transporter through its facilities in Steuben County, New York, pursuant to Rate Schedules FSS and ISS.

Wyckoff Gas Storage Company, LLC as of 6/9/2016

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[Part III, System Map, 0.0.0 A](#)  
Information:-This section contains PDF format.

## PART II: PRELIMINARY STATEMENT

Wyckoff Gas Storage Company, LLC (“Transporter”) is a Delaware limited liability company, primarily engaged in the business of operating underground natural gas storage facilities in interstate commerce under the jurisdiction of the Federal Energy Regulatory Commission. The facilities operated by Transporter consist of natural gas storage facilities located in New York.

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## PART IV: RATE SCHEDULE FSS FIRM STORAGE SERVICE

### 1. AVAILABILITY

Service under this Rate Schedule is available from Wyckoff Gas Storage Company, LLC (Transporter) to any Shipper, provided that (i) Transporter has sufficient facilities and storage capacity available to inject, store, and withdraw Gas for Shipper, (ii) Shipper has executed an FSS Service Agreement with Transporter, and (iii) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

### 2. APPLICABILITY AND CHARACTER OF SERVICE

(a) Subject to the limitations and requirements set forth in this Rate Schedule and in Shipper’s FSS Service Agreement, Transporter shall:

- (i) inject quantities received by the Transporter from or on behalf of Shipper and designated by Shipper for delivery to “FSS Storage,” up to the Maximum Storage Capacity (MSC) set forth in Shipper’s FSS Service Agreement, less sufficient quantities for Fuel Retention; and
- (ii) deliver to Shipper thermally equivalent quantities of Gas, up to the MSC set forth in Shipper’s FSS Service Agreement, provided that Transporter shall not be obligated under this Rate Schedule on any Day to deliver Gas in excess of the Working Gas quantities then held in storage for Shipper.

(b) Service provided under this Rate Schedule shall have the priority specified in Section 3.3

of the General Terms and Conditions.

(c) Service rights under an FSS Service Agreement may be assigned in accordance with Section 8 of the General Terms and Conditions. Service to a Replacement Shipper under any such assignment shall be subject to the provisions set forth in this Rate Schedule and in the General Terms and Conditions. If a Shipper assigns only a portion of its service rights under a FSS Service Agreement, such assignment shall not change the existing ratio of the MSC and the Maximum Daily Withdrawal Quantity/Maximum Daily Injection Quantity (MDWQ/MDIQ) or the Maximum Hourly Withdrawal Quantity/Maximum Hourly Injection Quantity (MHWQ/MHIQ) for Shipper's remaining unassigned service.

(d) Shipper shall be responsible for providing a quantity of Base Gas, as set forth in Appendix A of the Shipper's FSS Service Agreement.

### 3. OVERRUN SERVICE

(a) A request by Shipper to make injections in excess of its MDIQ/MHIQ or withdrawals in excess of its MDWQ/MHWQ shall be submitted to Transporter. In the event that Shipper makes such a request, Transporter will confirm the request to the extent that additional flexibility exists during the time period of the request (i) in accordance with Section 3.2 of the General Terms and Conditions, and (ii) Transporter, using reasonable discretion, can operationally accommodate the request,

(b) Transporter shall have the right to interrupt all or part of the overrun quantity nominated, as the operation of its facilities at its sole discretion may require, subject to Section 3.2 of the General Terms and Conditions of this Tariff.

### 4. LOAD FOLLOWING AND IMBALANCE SERVICE

As a service option under this Rate Schedule, Transporter will provide storage-based load following and hourly/daily balancing services, on a non-discriminatory basis, that are designed to match the dispatch profiles of gas-fired electric generation ("GFEG") facilities and other highly- variable sources of natural gas demand. Hourly nomination and "no-notice" services are available depending on the nomination and dispatch procedures of interconnecting pipelines. Shippers contracting for load-following and balancing services will be required to maintain zero (-0-) daily inventory balances or face imbalance charges for both under- and over-deliveries. Service parameters are negotiable and will be designed based upon the particular load profile characteristics of the GFEG facility or other source of variable demand for which Shipper desires such services.

### 5. RATE

(a) For all service rendered under this Rate Schedule, each month, Shipper shall pay Transporter the charges set forth below, unless otherwise mutually agreed to by Transporter and Shipper and specified in Shipper's FSS Service Agreement.

(1) Monthly Storage and Deliverability Charge. A monthly charge, as set forth in Exhibit A of the Shipper's FSS Service Agreement, for each Dth of Shipper's MDWQ.

(2) Injection Charge. A charge, as set forth in Exhibit A of the Shipper's FSS

Service Agreement, for each Dth injected by Transporter for Shipper's account during a given Month.

- (3) Withdrawal Charge. A charge, as set forth in Exhibit A of the Shipper's FSS Service Agreement, for each Dth withdrawn by Transporter for Shipper's account during a given month.
- (4) Fuel Retention. The amount of Shipper's Gas tendered for injection which is retained by Transporter as reimbursement for compressor fuel used in the provision of service provided in conjunction with the Agreement as set forth in Exhibit A of the Shipper's FSS Service Agreement.
- (5) Unauthorized/Authorized Overrun Service Charge. A charge, as set forth in Exhibit A of the Shipper's FSS Service Agreement, for each Dth of Gas withdrawn in excess of Shipper's MDWQ/MHWQ or injected in excess of Shipper's MDIQ/MHIQ on each Day of a given Month.

(b) The charges and surcharges described in this Rate Schedule are subject to adjustment in accordance with the procedures set forth in the General Terms and Conditions.

(c) Shipper shall reimburse Transporter for all property or other taxes associated with the quantities held for Shipper in storage under this Rate Schedule. Transporter shall invoice shipper periodically for all taxes, if any, attributable to the injection, storage or withdrawal of Gas, including Base Gas.

(d) Transporter shall be responsible for any loss, cost, or expense arising from any loss of Shipper's Gas in Transporter's storage that results from intentional or grossly negligent acts or omissions of Transporter. Notwithstanding the provisions in Section 10 of the General Terms and Conditions, Shipper shall be responsible for obtaining its own insurance for any Gas in storage, and shall hold Transporter harmless from any loss, cost, or expense arising from any loss of storage Gas that results from a force majeure event or that is not the result of intentional or grossly negligent acts or omissions of Transporter.

## 6. AUTHORIZATION, RATES, TERMS AND CHANGES

(a) The Shipper's FSS Service Agreement(s) and the respective obligations of the Parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the FERC and any state or local governmental agency having jurisdiction, of requisite authorization for Transporter to provide the storage service contemplated herein and to construct and operate the gas storage facilities necessary to provide such storage service and for any connected pipeline to transport natural gas to/from the Point(s) of Delivery/Redelivery necessary to effect the storage service provided herein.

(b) Transporter shall have the right to propose to the FERC or other governing regulatory body such changes in its rates and terms of service as it deems necessary, and this Service Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Shipper's right to protest the same; provided however, that any negotiated rates between Transporter and the Shipper(s) shall remain in effect during the term of the

Shipper's FSS Service Agreement(s).

7. RIGHT OF FIRST REFUSAL

(a) Transporter may discontinue service to a shipper at the end of the primary term or any renewed term of the Shipper's FSS Service Agreement unless the Shipper exercises any applicable right of first refusal in the Shipper's FSS Service Agreement. If Shipper's FSS Service Agreement includes such a right, it may retain its capacity by matching the best bid for the capacity offered to Transporter during an open season conducted pursuant to Section 3.1 of the General Terms and Conditions by a qualified successor Shipper which satisfies the creditworthiness criteria set forth in Section 17 of the General Terms and Conditions. Transporter shall retain its right to require a minimum rate for bids during any such open season. In determining which bid for the capacity is the highest, Transporter will use the net present value ("NPV") formula set forth in the Open Season Notification.

(b) Upon expiration of the open season, Transporter will communicate the terms of the highest bid received from a qualified successor Shipper to the current capacity holder, who may elect, within ten (10) business Days or such greater time as Transporter may specify to execute a renewal FSS Service Agreement upon the same terms as the highest bid. If the current capacity holder does not elect to match the terms of such highest bid, its FSS Service Agreement will expire at the conclusion of its term, and Transporter may enter into a new FSS Service Agreement with the qualified successor Shipper who submitted the highest bid.

(c) If, during the open season, Transporter receives no bids or rejects all bids, Transporter and the current Shipper may negotiate 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 highest rate bid by a qualified prospective successor Shipper during the open season.

8. EXPIRATION OF TERM

(a) Prior to the expiration of any primary term or renewed term of Shipper's FSS Service Agreement, Shipper shall withdraw all Working Gas quantities held by Transporter for Shipper's Account. If Shipper fails to withdraw such Working Gas by the end of the term or within sixty (60) days of termination, then Transporter may take, free and clear of any adverse claims or obligation to Shipper, title to such Working Gas quantities as Shipper was required to withdraw.

(b) Shipper shall eliminate any outstanding Storage Balance within sixty (60) Days of termination of its FSS Service Agreement. If Shipper fails to eliminate such balance, any positive Storage Balance remaining after sixty (60) Days of termination will be cashed out at 50% of lowest Minimum Daily Gas Index calculated during the sixty (60) Day period, and any negative Storage Balance remaining after sixty (50) days will be cashed out at 120% of the highest Maximum Daily Gas Index calculated during the sixty (60) Day period.

9. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof.

Wyckoff Gas Storage Company, LLC as of 6/9/2016

NGA Gas

FERC Gas Tariff

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Part V, Rate Schedule ISS, 0.0.0 A

PART V: RATE SCHEDULE ISS  
INTERRUPTIBLE NATURAL GAS STORAGE SERVICE

1. AVAILABILITY

Service under this Rate Schedule is available from Transporter to any Shipper, provided that (i) Transporter has sufficient facilities and storage capacity available to inject, store, and withdraw gas for Shipper, (ii) Shipper has executed an ISS Service Agreement with Transporter, and (iii) Shipper complies with all other applicable provisions of this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

(a) Service under this Rate Schedule, including all injections into and withdrawals from storage shall have the priority specified in Section 3.3 of the General Terms and Conditions or otherwise to the extent provided in this Rate Schedule.

(b) Subject to the limitations and requirements set forth in this Rate Schedule and in Shipper's ISS Service Agreement, Shipper shall be permitted to request Transporter to:

(i) Inject, on an interruptible basis, quantities received by Transporter from or on behalf of Shipper and designated for delivery to "ISS Storage," provided that Shipper's aggregate injection quantities shall not exceed Shipper's Maximum Interruptible Storage Capacity (MISC), and Shipper's injection quantities on any Day or for any hour in the Injection Month shall not exceed Shipper's Maximum Daily Injection Quantity (MDIQ) or Maximum Hourly Injection Quantity (MHIQ).

(ii) Transporter shall make available to Shipper for withdrawal, on an interruptible basis, quantities of gas thermally equivalent to the quantities actually injected for Shipper. Shipper may make withdrawals at any time during the term of Shipper's ISS Service Agreement.

(c) Shipper shall not be permitted to increase its confirmed nomination quantities under this Rate Schedule, regardless of the quantities set forth in Shipper's ISS Service Agreement, if such increase would degrade service to a Shipper with equal or higher priority.

(d) Shipper shall reimburse Transporter for all property or other taxes associated with the quantities held for Shipper in storage under this Rate Schedule. Transporter shall invoice Shipper periodically for all taxes, if any, attributable to the injection, storage or withdrawal of Gas.

(e) Service rights under an ISS Service Agreement may not be released and/or assigned.

(f) Transporter shall establish an account for each Shipper using this service which reflects the Interruptible Storage Balance. Whenever Transporter receives Interruptible Storage Quantities from or delivers Interruptible Storage Quantities to a Shipper, Transporter will adjust the Shipper's account, as appropriate, to reflect the new balance.

(g) All gas injected into storage for Shipper's account under this Rate Schedule must be withdrawn by Shipper's contract termination date, provided that such final contract termination date shall be extended one Day for each Day, during the 30 Days preceding Shipper's final contract termination date that Shipper's ISS withdrawals are interrupted by Transporter.

### 3. BIDDING PROCEDURES

(a) If Transporter, in its reasonable discretion, determines that storage capacity is available under this Rate Schedule, Transporter shall post a notice to that effect on its EBB.

(b) Transporter's notice shall include:

- (1) the maximum quantity of interruptible storage capacity available;
- (2) the minimum bid rate Transporter is willing to accept;
- (3) any applicable restrictions on injections or withdrawals of that capacity, including MDIQ/MDWQ and MHIQ/MHWQ;
- (4) the term during which the capacity will be available, and
- (5) the bidding period.

(c) Prospective Shippers shall submit their bids to Transporter by email or facsimile transmission per the instructions posted on the EBB. Multiple bids may be submitted throughout the bidding period. Transporter shall notify bidders of rejected bids.

(d) Bids shall contain the following information:

- (1) The Capacity Charge, inclusive of surcharges, bid for the capacity expressed in terms of cents per Dth (cents/Dth) to the nearest one hundredth of one cent (00.00 cent);

(e) Transporter shall review all timely submitted bids that have not been rejected and shall award service to the bidders submitting the highest valid Capacity Charge bid; provided that the winning bidders have satisfied the requirements of Section 3.1 of the General Terms and Conditions.

(f) If bids of the same value are submitted by two or more bidders and the available storage capacity is insufficient to satisfy the quantities requested, the available capacity shall be awarded and allocated pro rata among those bidders, based upon the quantities bid. Bidders awarded a pro rata allocation may reject such pro rata allocation, by notice to Transporter as set forth in Transporter's

notification of Bidder of the award. Otherwise, all capacity awarded to a Shipper hereunder must be accepted by Shipper.

(g) If any date in this section falls on a weekend or Transporter Holiday, such date shall be deemed for purposes of this Section to be the next succeeding business Day.

#### 4. LOAD FOLLOWING AND IMBALANCE SERVICE

As a service option under this Rate Schedule, Transporter will provide storage-based load following and hourly/daily balancing services, on a non-discriminatory basis, that are designed to match the dispatch profiles of gas-fired electric generation (“GFEG”) facilities and other highly- variable sources of natural gas demand. Hourly nomination and “no-notice” services are available depending on the nomination and dispatch procedures of interconnecting pipelines. Customers contracting for load-following and balancing services will be required to maintain zero (-0-) daily inventory balances or face imbalance charges for both under- and over-deliveries. Service parameters are negotiable and will be designed based upon the particular load profile characteristics of the GFEG facility or other source of variable demand for which Customer desires such services.

#### 5. RATE

(a) The charges to be paid by Shipper, as set forth in paragraph (b) below, shall be mutually agreed to by Transporter.

(b) For all storage service rendered under this Rate Schedule, Shipper shall pay Transporter each Month service is offered the charges as set forth below or other mutually agreed upon charges.

1. Injection Charge. A charge, as set forth in Exhibit A of the Service Agreement, for each Dth of Gas injected by Transporter for Shipper’s account during a given Month.
2. Withdrawal Charge. A charge, as set forth in Exhibit A of the Service Agreement, for each Dth of Gas withdrawn by Transporter for Shipper’s account during a given Month.
3. Capacity Charge. A charge, as set forth in Exhibit A of the Service Agreement, multiplied by the absolute value(s) of Shipper’s Storage Balance(s) on each Day of the Month, as the case may be.
4. Fuel Retention. The amount of Shipper’s Gas tendered for injection which is retained by Transporter as reimbursement for compressor fuel used in the provision of service provided in conjunction with the Agreement as set forth in Exhibit A of the Service Agreement.
5. Overrun Service Charge. A charge, as set forth in Exhibit A of the Service Agreement, for each Dth of Gas withdrawn in excess of Shipper’s MDWQ/MHWQ or injected in excess of Shipper’s MDIQ/MHIQ on each Day of a given Month.

(c) The charges and surcharges described in this Rate Schedule are subject to adjustment in accordance with the procedures set forth in the General Terms and Conditions.

(d) Transporter shall be responsible for any loss, cost, or expense arising from any loss of Shipper's Gas in Transporter's storage that results from intentional or grossly negligent acts or omissions of Transporter. Shipper shall be responsible for obtaining its own insurance for any Gas in storage, and shall hold Transporter harmless from any loss, cost, or expense arising from any loss of storage Gas that results from a force majeure event or that is not the result of intentional or grossly negligent acts or omissions of Transporter.

## 6. NOTICES

(a) In the event that Transporter determines, in its sole discretion, that some or all Interruptible Storage Service(s) must be interrupted in order to satisfy Transporter's obligations to Firm Storage Service Shippers, or that such interruption is otherwise necessary or is otherwise appropriate to avoid adverse impact on the operation of Transporter's system, Transporter will notify any affected shipper receiving Interruptible Storage Service that they are required to reduce their Interruptible Storage Balance(s) over the period specified in the notice. Such notice shall be issued to Shippers, via email or facsimile, on a price basis, where lower price services will be noticed before higher price services. At a minimum, Shippers will have one Day in which to comply with the notice.

(b) If Shipper fails to comply with the notice given in accordance with Section 6(a) above, Transporter shall cash out the Storage Balance quantity that Shipper was advised, but failed to reduce or eliminate, at the replacement cost of the Gas plus ten percent (10%) for negative Interruptible Storage Balances or the sale price of the Gas less ten percent (10%) for positive Interruptible Storage Balances.

(c) Transporter may issue a notice requiring any Shipper with an Interruptible Storage Balance of less than 50 Dth to eliminate its existing Interruptible Storage Balance within thirty (30) Days. Such notice shall be issued by Transporter to Shipper via email or facsimile. If Shipper fails to comply with this notice, any positive Interruptible Storage Balance remaining after thirty (30) Days will be cashed out at 80% of the lowest Minimum Daily Gas Index calculated during the thirty (30) Day period, and any negative Interruptible Storage Balance remaining after thirty (30) Days will be cashed out at 120% of highest Maximum Daily Gas Index calculated during the thirty (30) Day period.

## 7. SERVICE AGREEMENT TERMINATION

Unless a shorter period of time is imposed in a notice issued in accordance with Section 6(a) above, Shipper shall eliminate any outstanding Interruptible Storage Balance within sixty (60) Days of termination of its Interruptible Storage Service Agreement. If Shipper fails to eliminate such balance, any positive Interruptible Storage Balance remaining after sixty (60) Days after termination will be cashed out at 50% of lowest Minimum Daily Gas Index calculated during the sixty (60) Day period, and any negative Interruptible Storage Balance remaining after sixty (60) Days will be cashed out at 120% of the highest Maximum Daily Gas Index calculated during the sixty (60) Day period.

## 8. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof.

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Gen. Terms & Conditions, Table of Contents, 0.0.0	A		

## PART VI: GENERAL TERMS AND CONDITIONS

### TABLE OF CONTENTS

SECTION 1.	DEFINITIONS
SECTION 2.	ELECTRONIC BULLETIN BOARD
SECTION 3.	NATURAL GAS STORAGE SERVICE
SECTION 4.	NOMINATIONS AND SCHEDULING
SECTION 5.	IMBALANCES
SECTION 6.	GAS PRESSURE, QUALITY AND MEASUREMENT
SECTION 7.	BILLING AND PAYMENT
SECTION 8.	RELEASE OF SERVICE RIGHTS
SECTION 9.	FORCE MAJEURE
SECTION 10.	TITLE AND RISK OF LOSS
SECTION 11.	NAESB STANDARDS
SECTION 12.	DEFAULT, SUSPENSION AND TERMINATION
SECTION 13.	ASSIGNMENT
SECTION 14.	NOTICES
SECTION 15.	ARBITRATION
SECTION 16.	CHOICE OF LAW
SECTION 17.	CREDITWORTHINESS
SECTION 18.	SECURITY

Wyckoff Gas Storage Company, LLC as of 6/9/2016  
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 Part VI: GT&C, Section 1. Definitions, 1.0.0 A

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## GENERAL TERMS AND CONDITIONS

### SECTION 1. DEFINITIONS

1.1 “Authorized Overrun Quantities” means quantities of Gas which Transporter agrees, in

its sole discretion, to inject or withdraw for Shipper, in excess of shipper's Maximum Daily Injection Quantity/Maximum Daily Withdrawal Quantity or Maximum Hourly Injection Quantity/Maximum Hourly Withdrawal Quantity, as established in Appendix A of Shipper's Service Agreement.

1.2 "Base Gas" means the gas required in the storage reservoir necessary to provide the pressure to cycle the working storage volumes, as set forth in the Service Agreement.

1.2a "Creditworthiness" means that Transporter believes, in its sole judgment, after review of Customer's and/or Customer's Credit Support Provider's financial situation and/or any and all other information available, (i) that Customer will fully, timely and faithfully perform all obligations under all Service Agreements and/or (ii) that Customer's Credit Support Provider's guarantee fully secures such obligations and is enforceable by Transporter against such Credit Support Provider and that such Credit Support Provider will fully, timely and faithfully perform under such guarantee.

1.3 "Day" shall mean a period of twenty-four (24) consecutive hours beginning and ending at 9:00 AM central clock time (C.T.).

1.3a "Business Day" means Monday through Friday, excluding Federal Banking Holidays for transactions in the United States, and similar holidays for transactions occurring in Canada and Mexico.

1.4 "Facility" means the structure and facilities to be designed and constructed by Transporter for purposes of providing the Service(s) contemplated by the Service Agreement.

1.5 "Force Majeure" means an event of Force Majeure as specified in Section 9.

1.6 "Fuel Retention" means the amount of Shipper's Gas tendered for injection which is retained by Transporter as reimbursement for compressor fuel used in the provision of service provided in conjunction with the Service Agreement, as set forth in the Service Agreement.

1.7 "Gas" means natural gas of a quality at least equal to the quality specified in Section 6.

1.8 "Interruptible Storage Balance" means the quantity of Gas in Shipper's account under Rate Schedule ISS.

1.9 "Material Adverse Change" means a material change to (i) the business, property, condition (financial or otherwise), results of operations, or prospects of Shipper or any Shipper Credit Support Provider, including bankruptcy or other insolvency proceeding; (ii) a downgrade in Shipper's or Shipper's Credit Support Provider's credit rating, as established by Standard & Poor's or Moody's Investments Services, Inc.; or (iii) the validity or enforceability of the Service Agreement(s), any Shipper guaranty, or the rights or remedies of Transporter thereunder, which, in the sole discretion of Transporter, adversely affects either (A) the ability of Shipper or Shipper's Credit Support Provider to perform in a timely manner any of their respective obligations under the Service Agreement(s) or guaranty, as applicable, or (B) the rights of Transporter under either the Service Agreement(s) and/or the Shipper's guaranty.

1.10 "Maximum Daily Gas Index" means the average of the maximum daily prices from the Daily Price Survey from Gas Daily for the following area: Appalachian Dominion south Point midpoint. To the extent that any publication or delivery area is no longer available, the Transporter will, as a substitute, use equivalent prices from a standard, recognized gas industry publication.

1.11 “Maximum Daily Injection Quantity” or “MDIQ” means the maximum quantity of Gas which Shipper is entitled to inject into the Facility on any Day, plus Fuel Retention.

1.12 “Maximum Daily Withdrawal Quantity” or “MDWQ” means the maximum quantity of Gas which Shipper is entitled to withdraw on any Day.

1.13 “Maximum Hourly Injection Quantity” or “MHIQ” means the maximum quantity of Gas which Shipper is entitled to inject into the Facility during any hour, plus Fuel Retention.

1.14 “Maximum Hourly Withdrawal Quantity” or “MHWQ” means the maximum quantity of Gas which Shipper is entitled to withdraw from the Facility during any hour.

1.15 “Maximum Storage Capacity” or “MSC” means the maximum quantity of Gas which Shipper is entitled to store at the Facility at any given time.

1.16 “Minimum Daily Gas Index” means the average of the minimum daily prices from the Daily Price survey from Gas Daily to the Appalachian Dominion South Point midpoint. To the extent that any publication or delivery area is no longer available, the Transporter will, as a substitute, use equivalent prices from a standard, recognized gas industry publication.

1.17 “Month” means a period beginning at 9:00 AM C.T. on the first Day of the calendar month and ending at 9:00 AM C.T. on the first day of the following month.

1.18 “Party” means Transporter or Shipper.

1.19 “Point(s) of Delivery” means the point(s) where Shipper shall provide Gas to Transporter for injection into the Facility, as specified in Section 4.

1.20 “Point(s) of Redelivery” means the point(s) where Transporter shall provide, to Shipper, Gas withdrawn from the Facility, as specified in Section 4.

1.21 “Potential Replacement Shipper” means any individual or entity that desires to assume any released rights to capacity of Releasing Shipper.

1.22 “Potential Shipper” means any individual or entity that desires to execute a Service Agreement with Transporter.

1.22a “Quick Response” means the NAESB WGQ EDI/EDM response used to communicate validation errors/warnings to a transaction submitted via the corresponding NAESB WGQ EDI/EDM transaction.

1.23 “Releasing Shipper” means a shipper that has agreed to release some or all of its rights under its Firm Storage Service Agreement.

1.24 “Replacement Shipper” means a shipper who has assumed and released rights to capacity of a Releasing Shipper.

1.25 “Service(s)” means the injection, storage and withdrawal of Gas, and any ancillary activities to be performed by Transporter for Shipper pursuant to a Service Agreement.

1.26 “Service Agreement” means the Firm Storage Service Agreement or the Interruptible Storage Service Agreement (including all Exhibits), as such agreements are amended and supplemented from time to time.

1.27 “Shipper” shall mean any individual or entity executing a valid Service Agreement with the Transporter for Service(s) hereunder.

1.28 “Storage Balance” means the quantity of Working Gas in Dth that a Shipper has in place at Transporter’s storage facilities for Shipper’s account.

1.29 “Third Party Transporter” means any upstream or downstream third party which provides services required to effectuate delivery/redelivery of Gas to/from Transporter’s Facility.

1.30 “Transporter” means Wyckoff Gas Storage Company, LLC.

1.31 “Working Gas” means all Gas that Shipper has in storage that is not Base Gas.

Additional terms indicated by capitalization and utilized in this Statement of Operating Conditions shall have the meaning ascribed to them where first utilized.

Wyckoff Gas Storage Company, LLC as of 6/9/2016

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Part VI: GT&C, Section 2. Electronic Bulletin Board, 0.0.0A

## **PART VI: GENERAL TERMS AND CONDITIONS**

### **SECTION 2. ELECTRONIC BULLETIN BOARD**

2.1 In General. Transporter shall operate and make available to Shippers and other third parties, as set forth below, an Electronic Bulletin Board (EBB), as set forth in 18 CFR § 284.12 and as provided in Section 11 of the General Terms and Conditions. All Shippers taking service under any of Transporter’s Rate Schedules shall have the capability to make use of Transporter’s EBB as required by this Tariff. The EBB shall be available to any party with compatible electronic equipment. All Shippers and parties making use of Transporter’s EBB shall be bound by and comply with the procedures governing its use, as set forth in this Schedule and any applicable license agreement.

#### 2.2 Communications.

(a) In the event of failure of all or part of the EBB system, communications ordinarily conveyed through the EBB shall, to the extent possible, be conveyed through a combination of telephonic, email and facsimile transmissions.

(b) In the event that certain EBB functions cannot be effectively replaced, Transporter will, by telephone, email or facsimile transmission, provide notice to Shippers of the suspension of that function pending restoration of EBB operations.

2.3 Limitation. The EBB shall be employed by Shippers and other parties for the uses identified in this Section and elsewhere in this Tariff. To the extent other provisions of this Tariff

prescribe that certain types of communications should be transmitted by means other than the EBB, those specific provisions shall govern.

2.4 Relation to Other Provisions. Communications made in accordance with this Section shall satisfy the requirements of the Rate Schedules, Service Agreements, and General Terms and Conditions, as specified in this Tariff, and shall be binding upon the Parties. Nothing in this Section, however, shall operate to override any requirements elsewhere in this Tariff with respect to the need for any communications, or the deadlines for such communications. In the event any conflict exists between this section and any other provision of this Tariff or of any Service Agreement, the latter provisions shall control.

2.5 Access Requirements; Operations. Transporter's EBB will operate 24 hours per day, seven days a week, every week of the year. As noted in Section 2.1 above, access to the EBB shall be available to any Party (i) that has compatible electronic equipment, and (ii) that complies with the provisions of this Section and with Section 11 of the General Terms and Conditions.

2.6 Warranty of Accuracy of Data. Transporter assumes the responsibility that the data it transmits through the EBB are accurate and complete.

2.7 Confidentiality. All communications received through the EBB, and any data contained therein, shall be subject to the same requirements of confidentiality, if any, applicable to such communications had they been made by any other means permitted under any Rate Schedule or Service Agreement.

2.8 Determination of Receipt or Delivery of Transmissions. An EBB transmission shall be deemed to have been received when the transmission has been successfully received and time-stamped.

2.9 Responsibility for Employees. Each Party shall be responsible for the actions of its employees with respect to use of or access to Transporter's EBB.

Wyckoff Gas Storage Company, LLC as of 6/9/2016  
NGA Gas  
FERC Gas Tariff  
Effective Date: 09/30/2010  
FERC Docket: RP10-01389-000 1  
FERC Order: Delegated Order  
Part VI: GT&C, Section 3. Natural Gas Storage, 0.0.0 A

Status: Effective  
Order Date: 11/15/2010

## **PART VI: GENERAL TERMS AND CONDITIONS**

### **SECTION 3. NATURAL GAS STORAGE SERVICE**

#### 3.1 Request for Service.

##### (a) Types of Service.

- (1) Firm Natural Gas Storage Service. From time to time, Transporter, in its sole discretion, may publish notice of an open season in industry publications of general circulation, at least five (5) days prior to commencement of any such open season. Such notice shall set forth when the open season begins and ends, how interested parties may obtain forms for requesting Service, and any additional information which Transporter may consider supportive of the process.

- (2) Interruptible Natural Gas Storage Service. Transporter, in its sole discretion, will offer Interruptible Natural Gas Storage Service(s) on a best-efforts basis. Shippers or Potential shippers may request service at anytime. However, Transporter shall have no obligation to provide such service.

(b) Creditworthiness. As a condition of eligibility for Service, a Potential Shipper shall be required to establish and a Shipper shall be required to maintain, to the Transporter's satisfaction, the Potential Shipper's/Shipper's creditworthiness. The Transporter's creditworthiness requirements are set forth in Section 17 of these General Terms and Conditions.

(c) Execution of Agreements. Each Potential Shipper allocated capacity shall be required to execute a Service Agreement(s) for said Service(s) no later than sixty (60) consecutive Days following the date Transporter tenders a Service Agreement to the Potential Shipper. In addition, Transporter may require a Potential Shipper to execute a precedent agreement prior to execution of a Service Agreement, all of which may be more fully set forth in the open season documentation, if applicable.

(d) Request Validity. If Transporter has tendered a Service Agreement for execution to a Potential Shipper and Potential Shipper fails to execute the Service Agreement as tendered within sixty (60) consecutive Days from the date the Service Agreement has been tendered by Transporter, Transporter may consider Potential Shipper's service request void. For Firm Storage Service, Transporter will not be required to tender a Service Agreement to a Potential Shipper for execution that relates to requests for Service for which Transporter does not have sufficient available firm storage capacity, injection, and/or withdrawal capacity.

(e) Complaints. In the event that a Shipper or Potential Shipper has a complaint relative to a particular Service(s), the Shipper or Potential Shipper shall provide a description of the complaint, orally to be followed in writing, including the identification of the service request (if applicable), and communicate it to:

Wyckoff Gas Storage Company, LLC  
6733 South Yale  
Tulsa, Oklahoma 74136  
Attn: Bob Ray  
Phone: (918) 491-4234  
Fax: (918) 491-4422  
Email: bobray@kfoc.net

Transporter shall respond in writing within thirty (30) Days of receipt of the complaint advising Shipper or Potential Shipper of the disposition of the complaint.

3.2 Allocation of Available Capacity. Capacity will be allocated to the bid producing the highest Net Present Value (NPV), using the methodology set forth by Transporter, at the time capacity is made available, and which also meets all terms and conditions specified by Transporter as set forth in any open season documents provided to Potential Shipper by Transporter, if applicable.

3.3 Priority of Service. In all instances, Firm Natural Gas Storage Service will have a superior priority to Interruptible Natural Gas Storage Service.

(a) In the event that Transporter must restrict Firm Natural Gas Storage Service, such Service will be restricted on a pro rata basis based on each Shipper's applicable Maximum Storage Capacity. In the

event that such action must be taken, Transporter will notify Shipper via facsimile.

(b) Interruptible services will be restricted based on price, where Shippers paying the highest price receive the highest priority.

Wyckoff Gas Storage Company, LLC as of 6/9/2016

NGA Gas

FERC Gas Tariff

Effective Date: 04/01/2016

Status: Effective

FERC Docket: RP16-00604-000 3

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Order Date: 03/29/2016

Part VI: GT&C, Section 4. Nominations and Scheduling, 1.0.0 A

## **SECTION 4. NOMINATIONS AND SCHEDULING**

### **4.1 Nominations and Scheduling**

(a) Point(s) of Delivery and Point(s) of Redelivery. Transporter and Shipper shall designate in Exhibit B of the Service Agreement a list of the currently available Point(s) of Delivery and Point(s) of Redelivery.

(b) Shipper Scheduling of Upstream and Downstream Transportation. Shipper shall be solely responsible for making all arrangements and paying for the transportation of the Gas to the Point of Delivery for injection into the Facility, and for making all arrangements and paying for the transportation of Gas from the point of Redelivery for Gas withdrawn from the Facility. Transporter shall have an obligation to inject Gas for Shipper, or to withdraw Gas for Shipper, only to the extent that Third Party Transporter confirms the transport of equivalent quantities, as the case may be.

(c) Scheduling of Firm Storage Service and Intra-Day Changes in Nominations. Unless otherwise agreed, all Gas scheduled for a particular Day will be delivered by Shipper, or redelivered by Transporter, at a constant rate throughout the day. Shipper shall be responsible for all Third Party penalties and charges assessed by an upstream or downstream Transporter which arise from Shipper's failure to provide delivery or receive redelivery of scheduled Gas quantities.

(d) Transporter shall accept nominations for service as follows:

(1) The Timely Nomination Cycle:

On the day prior to gas flow:

- 1:00 p.m. Nominations leave control of the nominating party;

- 1:15 p.m. Nominations are received by Transporter (including from Title Transfer Tracking Service Providers (TTTSPs));

- 1:30 p.m. Transporter sends the Quick Response to the nominating party;

- 4:30 p.m. Transporter receives completed confirmations from confirming parties;

- 5:00 p.m. nominating party and point operator receive scheduled quantities from Transporter.

Scheduled quantities resulting from Timely Nominations shall be effective at the start of the next Gas Day.

(2) The Evening Nomination Cycle:

On the day prior to gas flow:

- 6:00 p.m. Nominations leave control of the nominating party;

- 6:15 p.m. Nominations are received by Transporter (including from TTTSPs);
  - 6:30 p.m. Transporter sends the Quick Response to the nominating party;
  - 8:30 p.m. Transporter receives completed confirmations from confirming parties;
  - 9:00 p.m. Transporter provides scheduled quantities to the affected shipper and point operator, including bumped parties (notice to bumped parties).
- Scheduled quantities resulting from Evening Nominations shall be effective at the start of the next Gas Day.

(3) The Intraday 1 Nomination Cycle:

On the current Gas Day:

- 10:00 a.m. Nominations leave control of the nominating party;
- 10:15 a.m. Nominations are received by Transporter (including from TTTSPs);
- 10:30 a.m. Transporter sends the Quick Response to the nominating party;
- 12:30 p.m. Transporter receives completed confirmations from confirming parties;
- 1:00 p.m. Transporter provides scheduled quantities to the affected shipper and point operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 1 Nominations shall be effective at 2:00 p.m. on the current Gas Day.

(4) The Intraday 2 Nomination Cycle:

On the current Gas Day:

- 2:30 p.m. Nominations leave control of the nominating party;
- 2:45 p.m. Nominations are received by Transporter (including from TTTSPs);
- 3:00 p.m. Transporter sends the Quick Response to the nominating party;
- 5:00 p.m. Transporter receives completed confirmations from confirming parties;
- 5:30 p.m. Transporter provides scheduled quantities to the affected shipper and point operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 2 Nominations shall be effective at 6:00 p.m. on the current Gas Day.

(5) The Intraday 3 Nomination Cycle

On the current Gas Day:

- 7:00 p.m. Nominations leave control of the nominating party;
- 7:15 p.m. Nominations are received by Transporter (including from TTTSPs);
- 7:30 p.m. Transporter sends the Quick Response to the nominating party;
- 9:30 p.m. Transporter receives completed confirmations from confirming parties;
- 10:00 p.m. Transporter provides scheduled quantities to the affected shipper and point operator.

Scheduled quantities resulting from Intraday 3 Nominations shall be effective at 10:00 p.m. on the current Gas Day. Bumping is not allowed during the Intraday 3 Nomination Cycle.

(e) Routine Maintenance. Transporter shall have the right to interrupt, or discontinue service in whole or in part from time to time to perform routine repair and maintenance on Transporter's system as necessary to maintain the operational capability of Transporter's Facility or to comply with applicable regulatory requirements. Transporter shall exercise due diligence to schedule routine repair and maintenance so as to minimize disruptions of service to Shippers and shall provide reasonable notice of the same to Shippers. In any such disruption, quantities of Gas deliverable under Firm Storage Service Agreements shall take priority over quantities of Gas deliverable by Transporter to Shippers under Interruptible Storage Service Agreements. Notice of such interruptions shall be issued by Transporter to Shipper via EBB and facsimile. Such interruptions shall in no way serve to alter the obligation(s) of Shipper under any applicable Service Agreement.

Wyckoff Gas Storage Company, LLC as of 6/9/2016  
NGA Gas  
FERC Gas Tariff  
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Part VI: GT&C, Section 5. Imbalances, 0.0.0 A

Status: Effective  
Order Date: 11/15/2010

## **PART VI: GENERAL TERMS AND CONDITIONS**

### **SECTION 5. IMBALANCES**

5.1 Transporter-Caused Imbalances. The Parties recognize and acknowledge that (i) if Transporter fails to receive Gas from Shipper or deliver Gas to Shipper in accordance with Shipper's nominations made pursuant to the scheduling procedures, then Shipper may incur an imbalance on one or more pipelines ("Transporter Pipeline Imbalance") and (ii) both positive and negative inventory imbalances may occur at the Facility (whether as the result of a Transporter Pipeline Imbalance or otherwise) that could result in greater or lesser volumes of Gas residing in the Facility than would otherwise be reflected in the aggregate of all of the Gas Storage Inventory Accounts of all shippers of the Transporter at the Facility (any such imbalance being sometimes referred to herein as a "Storage Operational Imbalance"). In the event that at any given time either a Transporter Pipeline Imbalance or a Storage Operational Imbalance (collectively, "Transporter-Caused Imbalances") should occur, the Parties agree that such imbalances shall be treated as either a positive or a negative imbalance, as appropriate, in Transporter's Gas Storage Inventory Account at the Facility and the Gas Storage Inventory Account of Shipper under the Service Agreement shall be unaffected by any such occurrences. Transporter agrees that, notwithstanding the occurrence of such Transporter-Caused Imbalances, (a) Shipper will at all times be entitled to all applicable services specified under the Service Agreement, subject however, to the pressure requirements and such other terms and conditions hereof as may be applicable; (b) Transporter shall, as soon as practicable after the occurrence of any such Transporter-Caused Imbalance, cause the imbalance to be remedied by either injecting Gas into the Facility or withdrawing Gas from the Facility, such that any Transporter Pipeline Imbalance is remedied and the relative Gas Storage Inventory Accounts of Shipper and Transporter at the Facility are brought back into balance; and (c) Transporter shall indemnify and hold Shipper harmless from and against all costs and penalties that may be assessed by any third person (whether a Pipeline or other person) and any other losses that may ensue as a result of the occurrence of any such Transporter-Caused Imbalances.

5.2 Shipper-Caused Imbalances. The Parties recognize and acknowledge that if, from time to time, Shipper fails to deliver Gas to Transporter or to accept delivery of Gas from Transporter in accordance with Shipper's nominations made pursuant to the scheduling procedures ("Shipper

Receipt/Delivery Failure”), then Shipper or Transporter may incur an imbalance on one or more pipelines (“Shipper Pipeline Imbalance”). Both Transporter and Shipper recognize and agree that, if as a result of a Shipper Receipt/Delivery Failure, either (i) a Shipper Pipeline Imbalance occurs and as a result thereof, any Pipeline assesses an imbalance penalty, fee or other charge; or (ii) a Storage Operational Imbalance occurs and as a result thereof, Transporter suffers or incurs any penalties, charges or other costs assessed by any person (whether a Pipeline, another customer of Transporter, or any other person), or Transporter incurs any other losses or liabilities, then Shipper shall indemnify and hold Transporter harmless from and against all such penalties, charges, costs, liabilities and other losses as the result of the occurrence of any such Shipper Receipt/Delivery Failure.

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Part VI: GT&C, Section 6. Gas Pressure, Quality and Measurement, 1.0.0 A

**SECTION 6. GAS PRESSURE, QUALITY AND MEASUREMENT**

6.1 Gas Pressure. Transporter shall redeliver Gas to Shipper at pressures sufficient to enter the Third Party Transporter’s facilities at the Point(s) of Redelivery against the operating pressures maintained by such Third Party Transporter(s). Transporter shall not be required to redeliver Gas at pressures in excess of or below those required by Third Party Transporter(s) or in excess of Third Party Transporter(s) maximum allowable operating pressure (MAOP). Shipper shall deliver or cause to be delivered to Transporter all Gas at the Point(s) of Delivery at such pressures as may exist from time to time in the Third Party Transporter’s system.

6.2 Quality. Gas delivered by or on behalf of the Shipper to the Transporter shall conform to the Third Party Transporter’s gas quality standards. In the event that Gas scheduled for delivery by Shipper fails to meet such quality specifications, Transporter shall have the right to refuse to accept delivery of such Gas for so long as such condition exists. Gas redelivered by Transporter shall conform to the Third Party Transporter’s quality standards; provided, however, that if the Gas tendered for delivery to Shipper by Transporter is substantially the same quality in all material respects as the quality of Gas that Shipper delivered to Transporter, then it shall be deemed to have complied in all respects with its delivery obligations to Shipper hereunder.

6.3 Measurement. All Gas delivered by or to Shipper will be measured by the metering facilities at each Point of Receipt and Delivery. The unit of volume for measurement for all such Gas shall be as cubic feet at standard conditions of 14.73 psia at 60 degrees F and dry. The Btu content of such Gas shall be measured as 14.73 psia at 60 degrees F (101.325 kPa at 15 degrees C) and dry. For Gas volumes reported in cubic meters, the standard conditions are 101.325 kPa at 15 degrees and dry. Each Party shall preserve all test data, charts and other similar records regarding the measurement of Gas delivered hereunder for a period of not less than two (2) years following the Month of delivery.

Shipper and Transporter recognize and agree that, from time to time, volumes nominated by Shipper for receipt or delivery may be displaced or netted out by volumes nominated for receipt or delivery by other shippers and as such may not be actually physically metered, but may be metered by measurement facilities of the delivering or receiving pipeline, as applicable.

6.4 Reservoir Pressure. Transporter and Shipper acknowledge that the pressure that exists in

the underground reservoir (“Reservoir Pressure”) that comprises a part of the Facility will vary as a function of the total volume of Gas that resides therein from time to time. The Reservoir Pressure, in turn, will affect the total volume of Gas that can be injected into or withdrawn from the Facility at any given point in time. Accordingly, Transporter reserves the right at all times to adjust the MDIQ and/or MDWQ (and, if applicable, the MHIQ and/or MHWQ) specified in the Service Agreement to reflect varying Reservoir Pressures, which adjustments (“Contract Quantity Adjustment”) may have the effect of increasing or decreasing from time to time the otherwise applicable MDIQ and/or MDWQ (and, if applicable, the MHIQ and/or MHWQ); provided however that (i) no such Contract Quantity Adjustment shall become effective until the later of (A) three (3) business Days after the receipt by Shipper of written notice from Transporter advising Shipper of such Contract Quantity Adjustment or (B) the date upon which such Contract Quantity Adjustment is to become effective, as specified by Transporter in such notice and (ii) for any given consecutive 12-month period of the term of the Service Agreement (or the entire term of the Service Agreement, if such term is for a period of less than 12 months), the aggregate of all Contract Quantity Adjustments occurring during such 12-month period shall not have the effect of reducing the average MDIQ and MDWQ (and, if applicable, the MHIQ and MHWQ) in effect during such 12-month period below the otherwise applicable MDIQ and MDWQ (and, if applicable, the MHIQ and MHWQ).

Wyckoff Gas Storage Company, LLC as of 6/9/2016

NGA Gas

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Part VI: GT&C, Section 7. Billing and Payment, 0.0.0 A

## **PART VI: GENERAL TERMS AND CONDITIONS**

### **SECTION 7. BILLING AND PAYMENT**

7.1 **Monthly Statement.** Transporter shall render to Shipper, on or before the tenth (10) Day of each Month a statement which sets forth the charges owed by Shipper to Transporter for the preceding Month’s Service. The Statement will include (a) the applicable rates; (b) the quantities being billed at each rate; and (c) documentation sufficient to support billed quantities. The quantities being billed will be based on volumes nominated by Shipper and confirmed by Transporter, subject to Sections 5 and 7.3.

7.2 **Payment.** Unless otherwise agreed, Shipper shall pay by wire transfer in immediately available funds to Transporter the full amount due to Transporter under the statements rendered by Transporter on or before the later of (a) ten (10) calendar Days after Shipper’s receipt of same, or (b) the twentieth (20<sup>th</sup>) Day of the issuing Month. If the Day for payment should fall upon a Saturday, Sunday or Federal Banking Holiday, then such payment shall be made on the next business Day. If Shipper fails to pay such amounts when due, then interest shall accrue on all unpaid amounts from the date due until paid at the FERC-approved interest rate.

7.3 **Billing Adjustments.** If an error is discovered by either Transporter or Shipper, in the amount billed in any statement rendered by Transporter, the Transporter shall use its best efforts to correct any such billing error within sixty (60) Days of the discovery of such error. In the event a dispute arises as to the amount payable in any statement rendered by Transporter hereunder, Shipper shall nevertheless pay the total amount payable to Transporter under the statement rendered pending resolution of the dispute. Such payment shall not be deemed to be a waiver of the right by Shipper to recoup any overpayment, or by Transporter to recoup any underpayment, in either case with interest thereon at the same rate specified in Section 7.2. All statements shall be considered final, and any and all objections

thereto shall be deemed waived, unless made in writing within twenty-four (24) months of Shipper's receipt thereof. Disputes shall be resolved in accordance with Section 15.

Wyckoff Gas Storage Company, LLC as of 6/9/2016

NGA Gas

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FERC Order: 154 FERC ¶ 61,250

Order Date: 03/29/2016

Part VI: GT&C, Section 8. Release of Service Rights, 1.0.0 A

## **SECTION 8. RELEASE OF SERVICE RIGHTS**

The procedures set forth in this Section governing the release of service rights by Shippers shall apply to all services offered by Transporter for which such right is provided in the applicable Rate Schedule. A Shipper under such applicable Rate Schedule may release all or any portion of the service under its Agreement. Any Shipper accepting such release (Replacement Shipper) must be listed on Transporter's Approved Bidders List and must comply with all conditions and requirements set forth in the General Terms and Conditions and in the applicable Rate Schedule and Service Agreement.

### **8.1 Initiating the Release.**

(a) Electronic Bulletin Board. The release of service rights by Shipper shall be facilitated through Transporter's EBB, described at Section 2 of the General Terms and Conditions. As explained below, Shippers seeking to release firm service rights (Releasing Shipper) shall transmit offers to release and notices of prearranged releases to Transporter for posting on Transporter's EBB. Potential Replacement Shippers also may transmit offers to purchase service rights and bids for capacity noticed by Releasing Shipper to Transporter for posting on Transporter's EBB. Transporter reserves the right to request modifications or deletions of all or any portion of postings that do not conform to the requirements of Section 8.1(b) below; provided, however, that Transporter shall have no responsibility for any errors, omissions, or other aspects of these postings from third parties on its EBB.

(b) Release Notice. Releasing Shipper may initiate the release of service rights by transmitting the information specified below to Transporter for posting on Transporter's EBB ("Release Notice"). Such Release Notice shall contain the following information regarding the capacity that Shipper is seeking to release:

- (1) Releasing Shipper's identity, the Rate Schedule under which Releasing Shipper seeks to release capacity, and the contract number assigned by Transporter to the Service Agreement under which Shipper seeks to release capacity;
- (2) whether the release is on a temporary or permanent basis;
- (3) the numeric quantity on a per day basis for storage injection, storage withdrawal, a per-release quantity for storage capacity, and the term (duration);
- (4) the receipt and delivery points;
- (5) any applicable recall provisions relating to the proposed release, and whether the Replacement Shipper will have the option to refuse the capacity after recall has ended;

- (6) any minimum conditions concerning the rate, term, or volume that the Releasing Shipper is willing to accept (and that the Releasing Shipper wishes to have posted on Transporter's EBB), or a statement that it has separately revealed to Transporter any such minimum conditions, which shall be posted following the close of bidding;
- (7) whether Releasing Shipper will accept contingent bids for the capacity being released and, if so, all terms and conditions of acceptable contingencies including the manner in which such contingent bids will be evaluated;
- (8) the date and time of (i) the posting of the Release Notice on Transporter's EBB, and (ii) the close of the bidding for the released capacity;
- (9) whether the Releasing Shipper has prearranged the release of the service to a specified Replacement Shipper; and, if so, the identity, address, and telephone number of the designated Replacement Shipper;
- (10) objective criteria for evaluating responsive bids by Potential Replacement Shippers and for breaking ties among highest bidders, to the extent that the Releasing Shipper's criteria are at variance with the criteria established by Transporter in this section;
- (11) the name, telephone number, email address and facsimile machine number of the Releasing Shipper's designated contact person;
- (12) the rate basis on which bids for the released capacity are to be submitted; and
- (13) where a prearranged release is to an asset manager identified as exempt from the competitive bidding process, the asset manager's obligation to deliver gas to, or purchase gas from, the Releasing Shipper; provided that, in order for the release to an asset manager to not be subject to bidding, the delivery purchase obligation must comply with the requirements set forth in 18 CFR § 284.8(h)(3).

(c) Evaluation Criteria. Transporter shall evaluate bids submitted for capacity offered for release based on the best bid first utilizing the methodology chosen by the Releasing Shipper, including (1) highest rate, (2) net revenue, (3) present value, or (4) other. The Releasing Shipper, upon choosing "other", must establish alternative, nondiscriminatory criteria for evaluating bids. Should the Releasing Shipper choose "other" as the method of evaluation, Transporter shall not be required to meet the posting and bidding timelines set forth in Sections 8.2 and 8.3, respectively.

(d) At any time up to the close of the bidding period for the posted capacity, the Releasing Shipper may withdraw its posting for release of capacity if the Releasing Shipper itself has an unanticipated use for the capacity and no minimum bid has been made. Such a withdrawal shall be effected by the Releasing Shipper by transmitting to Transporter a notice of withdrawal for posting on Transporter's EBB. Offers will be binding until a notice of withdrawal is received by Transporter.

Capacity Release Timeline:

(i) For biddable releases (1 year or less):

- Offers shall be tendered such that they can be posted by 9:00 a.m. 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. during which any contingencies are eliminated, determination of best bid is made, and ties are broken.
- If no match is required, the evaluation period ends and the award is posted by 11:00 a.m.
- Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award is posted by 12:00 Noon.
- The contract is issued within one hour of the award posting (with a new contract number, when applicable).
- Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

(ii) For biddable releases (more than 1 year):

- Offers shall be tendered such that they can be posted by 9:00 a.m. on a Business Day.
- 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. during which any contingencies are eliminated, determination of best bid is made, and ties are broken.
- If no match is required, the evaluation period ends and the award is posted by 11:00 a.m.
- Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award is posted by 12:00 Noon.
- The contract is issued within one hour of the award posting (with a new contract number, when applicable).
- Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

(iii) For non-biddable releases:

The posting of prearranged deals that are not subject to bid are due no later than one hour prior to the nomination deadline for the applicable cycle, pursuant to NAESB WGQ Standard No. 1.3.2. The posting deadlines are:

- Timely Cycle 12:00 Noon
- Evening Cycle 5:00 p.m.
- Intraday 1 Cycle 9:00 a.m.
- Intraday 2 Cycle 1:30 p.m.
- Intraday 3 Cycle 6:00 p.m.
- The contract is issued within one hour of the award posting (with a new contract number, when applicable).
- Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

## 8.2 Posting.

Exempt Transactions. Posting for purposes of inviting bids shall not be required for prepackaged arrangements that the Releasing Shipper has arranged with a designated Replacement Shipper; for capacity releases to an asset manager where such release is identified as exempt from the bidding process pursuant to Section 284.8(h)(3) of the Commission's regulations; for capacity releases to a marketer participating in a state-regulated retail access program in accordance with Section 284.8(h)(4)

of the Commission's regulations; or for capacity releases for any period of 31 days or less (subject to the limits on rolling over such releases set forth in 18 CFR § 284.8 (h)(2)).

### 8.3 Bidding.

(a) Potential Replacement Shippers shall submit bids for released capacity which comport with the methodology of the Release Notice stated in thousandths of one dollar (\$0000) per Dth of MDWQ per month for the Monthly Storage and Deliverability Charge, or in hundredths of one cent (0.00 cent) per Dth for one-part volumetric rate bids or a percent of maximum, accompanied by a valid Bid for Capacity Release Form in the form included in this Tariff. Bids submitted for a permanent release shall be submitted on a valid Request for Service as set forth in Section 3.1 of the General Terms and Conditions.

(b) A Potential Replacement Shipper responding to the posting of a Release Notice shall be permitted to bid a quantity and a term of service different from those specified in the posted Release Notice; provided, however, that a Bidder shall not be permitted to bid a quantity or a term of service lower than any minimum quantity or term disclosed and posted by the Releasing Shipper in the Release Notice. Bidders must accept all other conditions set forth in the Release Notice.

(c) Bids shall be submitted by Potential Replacement Shippers without Bidders knowing the identities of other Bidders. Bidders may submit multiple bids, each higher than the previous bid, during the posting period established pursuant to Section 8.2(h) above.

(d) All Bidders must (i) have pre-qualified under Transporter's creditworthiness standards and (ii) appear on Transporter's Approved Bidders List.

(e) Bids are binding, with the exception of contingent bids, until written or electronic notice of withdrawal is received. Bids may be withdrawn before the close of the bidding period. Any bidder that withdraws its bid for released capacity may not, within that same bidding period, submit a bid at a lower rate for any portion of that same capacity. Transporter shall communicate an award made pursuant to a contingency bid by 3:00 p.m. C.T. and the contingent bidder must respond by 4:00 p.m. C.T.

### 8.4 Evaluation of Bids and Assigning Service Rights.

(a) Transporter shall perform the evaluation of bids in accordance with the criteria specified in the Release Notice and shall determine which, if any, bids to accept.

(b) In the absence of any such Releasing Shipper-developed alternative criteria to the contrary, as specified in the Release Notice, bids shall be evaluated and rights to released capacity assigned by Transporter in accordance with the bid evaluation criteria referenced at Section 8.1(c).

(c) Where highest bids of equal value are received for released capacity from more than one bidder, not including a designated Replacement Shipper under a prepackaged arrangement, the capacity (i) shall be assigned in accordance with any nondiscriminatory method for breaking ties established by the Releasing Shipper in the Release Notice, or (ii) shall, if the Releasing Shipper does not establish a tie-breaking method, be assigned pro rata on the basis of the respective quantities bid by the winning Bidders. Bidders may specify in their bids the minimum quantities they will accept. If a pro rata allocation would result in assignment of quantities below a Bidder's minimum quantity, any such Bidder will not be assigned the capacity, and the total quantity available for assignment will then be re-allocated among the remaining highest value Bidders on a pro rata basis.

### 8.5 Assignment Agreements.

(a) For all transactions pursuant to this Section 8, Transporter shall transmit by email or facsimile an Assignment Agreement upon receipt of Replacement Shipper's email or facsimile confirmation reflecting the terms of the Release Notice.

(b) The Assignment Agreement shall contain all terms and conditions of the release and assignment; provided that such terms and conditions are identical to those set forth in the underlying Release Notice. Service will not be provided unless the Assignment Agreement properly has been executed. If the Replacement Shipper does not execute and return such Assignment Agreement within two (2) business days of Transporter's tender (or such later date established by the Releasing Shipper through notice to Transporter and Replacement Shipper), the bid and Transporter's offer of an Assignment Agreement shall be void and Transporter will tender an Assignment Agreement to the next highest acceptable bidder, if any, consistent with the terms of the Release Notice. Except with respect to prearranged transactions described in Section 8.2(a) above, Replacement Shippers failing to return such agreement shall be removed from Transporter's Approved Bidders List for six months, or less than six months if agreed to in writing by the Releasing Shipper. Nothing herein shall restrict the Releasing Shipper from pursuing any other remedies it may have against a Replacement Shipper failing to execute and return an Assignment Agreement tendered by Transporter.

#### 8.6 Recall; Reassignment of Assigned Service Rights.

(a) Agreements subject to recall. The Releasing Shipper shall be permitted to specify as a condition for releasing capacity the right to recall that capacity upon notice to Transporter and to Replacement Shipper. Any such recall provision must be included in the Release Notice originally submitted by the Releasing Shipper and in the Assignment Agreement executed following assignment of the capacity. The Release Notice and the Assignment Agreement governing the assigned capacity shall clearly state (i) the frequency with which the Releasing Shipper may recall any released capacity, (ii) the maximum duration of any such recall, (iii) the length of the advance notice to Transporter and Replacement Shipper required before recall may be effectuated, but in no event less than the minimum set forth below, and (iv) whether and under what conditions any right of first refusal held by the Releasing Shipper is transferred to Replacement Shipper, and (v) such other terms as the Releasing Shipper may specify; provided that advance notice to Transporter shall not be required if the receipt and delivery points and quantity are unchanged.

The Releasing Shipper shall provide notice to the Transporter and the first Releasing Shipper in accordance with the following:

- (i) For the Timely Nomination Cycle, no later than 8:00 a.m. CT. on the day before the Gas Day;
- (ii) For Early Evening Nomination Cycle, no later than 3:00 p.m. C.T. on the day before the Gas Day;
- (iii) For the Evening Nomination Cycle, no later than 5:00 p.m. CT. on the day before the Gas Day;
- (iv) For the Intra-day 1 Cycle, no later than 7:00 a.m. on the Gas Day;
- (v) For the Intra-day 2 Cycle, no later than 12:00 p.m. on the Gas Day;
- (vi) For the Intra-Day 3 Cycle, no later than 4:00 p.m. on the Gas Day.

Replacement Shipper shall be permitted to make secondary assignments of all or any part of the capacity, unless prohibited by the Releasing Shipper in the Assignment Agreement that is subject to the

Releasing Shipper's right to recall, provided, however, that such assignments shall not vary the recall provisions contained in the original assignment.

(b) Agreements Not Subject to Recall. A Replacement Shipper that desires to release some or all of its assigned capacity (Replacement Shipper/Secondary Releasing Shipper) may release and reassign all or a portion of the assigned capacity to other parties (Secondary Replacement Shippers) if the original assignment is not subject to recall by the original Releasing Shipper, as described at paragraph (a) immediately above. Any such reassignment must satisfy all of the posting, bidding and notice requirements set forth in this Section, and any Secondary Replacement Shipper must satisfy all of the creditworthiness and other requirements set forth in this Section. No limitation unless required by the Releasing Shipper shall be placed on the number of times service rights that are not subject to recall may be reassigned, provided, however, that a Replacement Shipper/Secondary Releasing Shipper may not assign rights any greater than the rights it received pursuant to the earlier assignment, and may not place any unreasonable or discriminatory conditions on such assignments.

(c) Assignment Agreements that call for payment by Shipper of a one-part volumetric rate may not be released and assigned.

#### 8.7 Billing.

(a) Transporter, in accordance with the terms of this Tariff, shall (i) bill the Releasing Shipper for the full reservation charge, applicable reservation-related surcharges and any other fixed charges for which the Releasing Shipper is otherwise obligated to Transporter, less either the reservation charge bid by the Replacement Shipper, or the reservation charge portion of amounts billed to Replacement Shippers paying one-part volumetric rates; and (ii) bill the Replacement Shipper for (A) the reservation charge bid by that Replacement Shipper (except for periods during which the Releasing Shipper has recalled the capacity), (B) all commodity charges, or all payments under one-part volumetric rates, and any minimum volumetric commitment agreed to but not met by the Replacement Shipper, (C) any commodity surcharges, (D) any penalties or imbalance correction costs associated with the assigned capacity, and (E) any applicable overrun charges, as any of these charges may change from time to time upon approval of the Commission. For all payments received from Replacement Shipper, Transporter shall allocate such payment first to the reservation charge (or to the reservation charge component under a one-part rate) and then any amounts above that level to the commodity charge (or to the commodity charge component under a one-part rate). Replacement Shipper may, upon notice to Transporter and approval of the Releasing Shipper, appoint the Releasing Shipper as its agent to receive such billings from Transporter. The charges shall be pro-rated for a Billing Month if necessary.

(b) For all assignments of service rights, the Releasing Shipper shall remain ultimately responsible to Transporter for full payment of the reservation charge, any applicable reservation-related surcharges, and any other fixed charges for which the Releasing Shipper is otherwise obligated to Transporter. For permanent releases of capacity, Transporter may in its reasonable discretion agree to release the Releasing Shipper from this responsibility. Such discretion shall be exercised by Transporter in a nondiscriminatory manner. Until payment by Replacement Shipper to Transporter of any unpaid reservation charges, any claims the Releasing Shipper may have relating to those charges shall be subordinated to those of Transporter. Any reservation charge payments made by the Replacement Shipper to Transporter will not be withheld from the Releasing Shipper by Transporter due to Replacement Shipper's failure to pay Transporter other amounts owed that are unrelated to the released capacity.

(c) In the event that a Replacement Shipper (including a Secondary Replacement Shipper) fails to pay Transporter's invoice relating to the released capacity, Transporter shall, within five (5) business Days provide the Releasing Shipper (the most recent Releasing Shipper, where the capacity has been secondarily assigned) with written, email or telephonic notice of such nonpayment. Upon the

Releasing Shipper's receipt of such notice of Replacement Shippers nonpayment, the Releasing Shipper, without prejudice to any other rights it may have, may immediately recall the assigned capacity upon 24-hour notice to Replacement Shipper unless within such period Replacement Shipper pays in full the outstanding indebtedness, together with accrued interest at the Commission-approved interest rate, and furnishes adequate assurance of payment to the Releasing Shipper if required by the Releasing Shipper.

8.8 Fees.

Transporter shall not charge a fee for posting of a Release Notice or a request to purchase on its EBB. Transporter shall be entitled to charge a reasonable fee if the Releasing Shipper and Transporter agree that Transporter shall receive a fee for actively marketing the capacity the Releasing Shipper seeks to release.

Wyckoff Gas Storage Company, LLC as of 6/9/2016  
NGA Gas  
FERC Gas Tariff  
Effective Date: 09/30/2010 Status: Effective  
FERC Docket: RP10-01389-000 1  
FERC Order: Delegated Order Order Date: 11/15/2010  
Part VI: GT&C, Section 9. Force Majeure, 0.0.0 A

**PART VI: GENERAL TERMS AND CONDITIONS**

**SECTION 9. FORCE MAJEURE**

Neither Transporter nor Shipper shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of any 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, 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, not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence such Party is unable to prevent or overcome. Failure to prevent or settle any strike or strikes shall not be considered to be a matter within the control of the Party claiming suspension.

Such causes or contingencies affecting the performance hereunder by the Transporter or the Shipper, however, shall not relieve either Party of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve Shipper from its obligations to make payments of amounts then due hereunder.

Wyckoff Gas Storage Company, LLC as of 6/9/2016  
NGA Gas  
FERC Gas Tariff  
Effective Date: 09/30/2010 Status: Effective  
FERC Docket: RP10-01389-000 1  
FERC Order: Delegated Order Order Date: 11/15/2010  
Part VI: GT&C, Section 10. Title and Risk of Loss, 0.0.0 A

**PART VI: GENERAL TERMS AND CONDITIONS**

**SECTION 10. TITLE AND RISK OF LOSS**

(a) Title. Shipper warrants that it will have good title to all natural gas delivered to the Transporter for storage, and that such Gas will be free and clear of all liens, encumbrances and claims whatsoever, and that it will indemnify the Transporter and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to said Gas.

(b) Risk of Loss. As between Shipper and Transporter, Shipper shall be in control and possession of the Gas prior to delivery to Transporter for injection at the point(s) of Delivery and after redelivery at the Point(s) of Redelivery, and shall indemnify and hold Transporter harmless from any damage or injury caused thereby. Transporter shall be in control and possession of the Gas after the delivery of the same for injection at the Point(s) of Delivery and until redelivery by Transporter to Shipper at the Point(s) of Redelivery, and shall indemnify and hold shipper harmless from any damage or injury caused thereby, except for damages and injuries caused by the sole negligence of Shipper. The risk of loss for all Gas injected into, stored in and withdrawn from storage shall remain with Shipper, and Transporter shall not be liable to Shipper for any loss of Gas, except as may be occasioned due to the intentional or grossly negligent acts or omissions of Transporter. Any losses of Gas, unless due to the intentional or grossly negligent acts or omissions of Transporter, shall be shared proportionately by all Shippers. Shipper retains title to Gas at all times.

Wyckoff Gas Storage Company, LLC as of 6/9/2016

NGA Gas

FERC Gas Tariff

Effective Date: 04/01/2016

Status: Effective

FERC Docket: RP16-00604-000 3

FERC Order: 154 FERC ¶ 61,250

Order Date: 03/29/2016

Part VI: GT&C, Section 11. NAESB Standards, 1.0.0 A

## **SECTION 11. NORTH AMERICAN ENERGY STANDARDS BOARD (NAESB) STANDARDS**

Transporter has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 3.0, and the standards revised by Minor Corrections MC 15003, MC 15004, MC 15005, MC 15009 and MC 15012 all marked with an asterisk [\*], which are required by the Commission in 18 CFR 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**

<u>NAESB Standard</u>	<u>Tariff Record (GT&amp;C Section)</u>
<u>1.3.2</u>	<u>GT&amp;C Section 4.1(d)</u>
<u>5.3.2</u>	<u>GT&amp;C Section 8.1(d)</u>

### **Standards Incorporated by Reference**

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#### **General:**

#### **Standards:**

0.3.1, 0.3.2, 0.3.16, 0.3.17.

#### **Creditworthiness:**

Standards:

0.3.3, 0.3.4, 0.3.5, 0.3.6,0.3.7, 0.3.8, 0.3.9, 0.3.10

**Gas/Electric Operational Communications:**

Definitions:

0.2.1, 0.2.2,0.2.3, 0.2.4, 0.2.5

Standards:

0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

**Operating Capacity and Unsubscribed:**

Standards:

0.3.18, 0.3.20, 0.3.21, 0.3,22

Datasets:

0.4.2\*, 0.4.3

**Location Data Download:**

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:

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, 1.2.43, 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

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:

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:

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:

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, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.57, 4.3.58, 4.3.60, 4.3.61, 4.3.62, 4.3.63, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.75, 4.3.76, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 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.

Capacity Release Related Standards:

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, 5.3.13, 5.3.14, 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, 5.3.62, 5.3.62a, 5.3.63, 5.3.64, 5.3.65, 5.3.66, 5.3.67, 5.3.68, 5.3.69, 5.3.70, 5.3.71, 5.3.72, 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 5.4.24\*, 5.4.25, 5.4.26\*, 5.4.27

Internet Electronic Transport Related Standards:

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, 10.3.11, 10.3.12, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, 10.3.25, 10.3.26, 10.3.27

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

NAESB Standard	Waiver or Extension of Time
0.2.5	Extension of Time
0.3.23	Extension of Time
0.4.1*	Extension of Time
0.4.2*	Extension of Time
0.4.3	Extension of Time
1.3.3	Extension of Time
1.3.37	Extension of Time
1.3.45	Extension of Time
1.3.56	Extension of Time
1.3.65	Extension of Time
1.4.1*	Extension of Time
1.4.2*	Extension of Time
1.4.3*	Extension of Time
1.4.4*	Extension of Time
1.4.5*	Extension of Time
1.4.6*	Extension of Time
1.4.7*	Extension of Time
2.4.1*	Extension of Time
2.4.2	Extension of Time
2.4.3*	Extension of Time
2.4.4*	Extension of Time
2.4.5*	Extension of Time
2.4.6	Extension of Time
2.4.7	Extension of Time
2.4.8	Extension of Time
2.4.17	Extension of Time
2.4.18	Extension of Time
3.4.1*	Extension of Time
3.4.2	Extension of Time
3.4.3	Extension of Time
3.4.4	Extension of Time
4.2.11	Extension of Time
4.2.20	Extension of Time

4.3.44	Extension of Time
4.3.52	Extension of Time
4.3.55	Extension of Time
4.3.67	Extension of Time
4.3.80	Extension of Time
4.3.81	Extension of Time
4.3.82	Extension of Time
4.3.83	Extension of Time
4.3.84	Extension of Time
4.3.101	Extension of Time
4.3.102	Extension of Time
5.2.2	Extension of Time
5.3.35	Extension of Time
5.3.70	Extension of Time
5.4.14	Extension of Time
5.4.15	Extension of Time
5.4.16*	Extension of Time
5.4.17	Extension of Time
5.4.23	Extension of Time
5.4.24*	Extension of Time
5.4.25	Extension of Time
5.4.26*	Extension of Time
5.4.27	Extension of Time
10.3.1	Extension of Time
10.3.3	Extension of Time
10.3.4	Extension of Time
10.3.5	Extension of Time
10.3.6	Extension of Time
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10.3.12	Extension of Time
10.3.14	Extension of Time
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10.3.17	Extension of Time
10.3.18	Extension of Time
10.3.19	Extension of Time
10.3.20	Extension of Time
10.3.21	Extension of Time
10.3.22	Extension of Time
10.3.23	Extension of Time
10.3.24	Extension of Time
10.3.25	Extension of Time
10.3.26	Extension of Time
10.3.27	Extension of Time

Wyckoff's incorporation of the Internet Electronic Transport Related Standards is subject to the limited waiver the Commission granted to Wyckoff regarding an extension of time to implement Electronic Data Interchange (EDI), Electronic Delivery Mechanism (EDM), and Internet Electronic Transport (IET) requirements communications until ninety (90) days following a request that it provide such communications.

Wyckoff Gas Storage Company, LLC as of 6/9/2016

NGA Gas

FERC Gas Tariff

Effective Date: 09/30/2010

Status: Effective

FERC Docket: RP10-01389-000 1

FERC Order: Delegated Order

Order Date: 11/15/2010

Part VI: GT&C, Section 12. Default, Suspension and Termination, 0.0.0

A

## PART VI: GENERAL TERMS AND CONDITIONS

### SECTION 12. DEFAULT, SUSPENSION AND TERMINATION

(a) Termination for Default. If (i) either Party shall fail in any material respect to comply with, observe, perform or shall default in any material respect upon any obligation under a Service Agreement, except due to causes excused by Force Majeure or attributable to the other's wrongful act or failure to act ("Event of Default"), and (ii) after written notice thereof from the Party claiming a right to terminate the Service Agreement, such failure shall continue for a period of thirty (30) Days, then the Party claiming the right to terminate may, by notice in writing, terminate the Service Agreement as of the date of the notice of termination; provided, however, that if such failure cannot be reasonably cured within such thirty (30) Days, the party claimed to be in default shall be entitled to such further time as shall reasonably be required to effect such cure, provided that such Party commences within such thirty (30) Days substantial efforts to effect such cure and at all times thereafter proceeds diligently to complete such cure, but in no event, shall the cure period exceed sixty (60) Days.

(b) Suspension for Default. Upon occurrence of an Event of Default, the non-defaulting Party shall have the right to suspend performance until such default has been remedied; provided, however, that an Event of Default does not include nonpayment of amounts owed that are disputed in good faith.

(c) Rights Following Termination. In the event the Service Agreement(s) is (are) terminated, such termination shall be without prejudice, subject to such rights of offset as may exist, to any rights or obligations of the Parties accruing prior to such termination, including, but not limited to, (i) Shipper's right to receive Gas that it has stored but has not received prior to the time of termination (unless Shipper fails to remove such Gas from the Facility in the manner prescribed under the Service Agreement), (ii) Shipper's right to refunds, if any, plus interest, of portions of the rate paid prior to such termination or release, or (iii) Transporter's right to collect any amounts then due it for services provided to Shipper prior to the time of such termination. Upon termination, Shipper shall cause all Gas in its Gas Storage Inventory Account to be removed from the Facility in the manner specified in the Service Agreement.

(d) Other Rights Preserved. The availability or exercise of the right to terminate a Service Agreement pursuant to this section shall not serve to diminish or effect the right of the Parties to seek damages or specific performance, for breach of the Service Agreement, as provided in such agreement.

(e) Waiver of Default. No waiver by either Party of any one or more defaults by the other in the performance of any provisions of the Service Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

Wyckoff Gas Storage Company, LLC as of 6/9/2016

NGA Gas

FERC Gas Tariff

Effective Date: 09/30/2010

Status: Effective

FERC Docket: RP10-01389-000 1

FERC Order: Delegated Order

Order Date: 11/15/2010

## **PART VI: GENERAL TERMS AND CONDITIONS**

### **SECTION 13. ASSIGNMENT**

Any company that succeeds by purchase, merger, or consolidation to the gas properties of Transporter or of Shipper substantially as an entirety, and any affiliated successor in interest that acquires from Transporter the properties of Transporter used in interstate commerce in rendering service to Shipper, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Service Agreement. Shipper, Transporter, and their successors may assign or pledge the Service Agreement under the provisions or any mortgage, deed of trust, indenture or similar instrument that it has executed or may execute hereafter; provided, however, that such mortgage, deed of trust, indenture or similar instrument shall cover the properties of such Party as an entirety unless such Party is an affiliated successor in interest, otherwise no Party shall assign the Service Agreement or any of its rights thereunder unless it first shall have obtained in writing the consent thereto of the other Party; provided, however, that Shipper may release and assign service rights contracted for under such Service Agreement pursuant to the conditions, and subject to the limitations, of Section 8 (Release of Service Rights) of the General Terms and Conditions. Any direct or indirect assignment of service rights by Shipper under this paragraph shall be made in good faith and not for the purpose of avoiding the requirements of Section 8.

Wyckoff Gas Storage Company, LLC as of 6/9/2016

NGA Gas

FERC Gas Tariff

Effective Date: 09/30/2010

Status: Effective

FERC Docket: RP10-01389-000 1

FERC Order: Delegated Order

Order Date: 11/15/2010

Part VI: GT&C, Section 14. Notices, 0.0.0 A

## **PART VI: GENERAL TERMS AND CONDITIONS**

### **SECTION 14. NOTICES**

Any notice, demand, offer or other written instrument required or permitted to be given pursuant to the Service Agreement, except for those provisions in Transporter's Tariff requiring otherwise, shall be in writing signed by the Party giving such notice and shall be hand delivered or sent by registered letter, overnight courier provided a receipt signed by the addressee is obtained, or telexed to the other Party. Unless otherwise specifically provided in the Agreement, any written notice or other communication shall be sufficiently given or shall be deemed given on the third business day following the date on which the same is mailed by registered or certified mail, postage prepaid, addressed,

(a) if delivered to Transporter:

Wyckoff Gas Storage Company, LLC 6733 South Yale Tulsa, Oklahoma

74136 Attn: Bob Ray

Phone: (914)491-4234 Fax: (918) 491-4422

Email: [bobray@kfoc.net](mailto:bobray@kfoc.net) <<mailto:bobray@kfoc.net>>

(b) if delivered to Shipper:

Each party shall have the right to change the place to which notice shall be sent or delivered by similar notice or like manner to the other Party. The effective date of notice issued pursuant to this

Agreement shall be the earlier of the date of addressee's receipt of such notice or the third business day following the date on which the same is mailed by registered or certified mail, postage prepaid.

Wyckoff Gas Storage Company, LLC as of 6/9/2016

NGA Gas

FERC Gas Tariff

Effective Date: 09/30/2010

Status: Effective

FERC Docket: RP10-01389-000 1

FERC Order: Delegated Order

Order Date: 11/15/2010

Part VI: GT&C, Section 15. Arbitration, 0.0.0 A

## **PART VI: GENERAL TERMS AND CONDITIONS**

### **SECTION 15. ARBITRATION**

15.1 Resolution of Disputes. Any dispute arising between Transporter and Shipper under the Service Agreement shall be resolved by binding arbitration conducted by a single arbitrator upon which Transporter and Shipper agree, or, if Transporter and Shipper cannot agree on a single arbitrator, then by a board of three (3) arbitrators, which arbitrator(s) shall be selected for each such controversy so arising hereunder. Appointment of Arbitrators. In the event it is necessary to proceed with a board of three (3) arbitrators to resolve any controversy arising hereunder, either Transporter or Shipper may, at the time such controversy arises, notify the other of a name of the arbitrator such Party has selected, and the other Party shall, within ten (10) Days thereafter, select another arbitrator and notify the Party desiring arbitration of the name of such arbitrator. If such other Party shall fail to name a second arbitrator within ten (10) Days, then the Party who first served the notice of arbitration may, on reasonable notice to the other Party, apply to the New York City office of the American Arbitration Association for the appointment of such second arbitrator for and on behalf of the other Party, and in such case the arbitrator appointed by such association shall act as if named by the other Party. The two (2) arbitrators so selected shall, within ten (10) Days after the appointment of the second arbitrator, choose a third arbitrator, and in the event of their failure to do so within said ten (10) Days, either of the Parties hereto may in like manner, on reasonable notice to the other Party, apply to the New York City office of the American Arbitration Association for the appointment of a third arbitrator and in such case the arbitrator appointed by such association shall act as the third arbitrator. The arbitration proceeding will be governed by the then-existing rules of the American Arbitration Association. Conduct of Arbitrators. The arbitrator(s) selected to act hereunder shall be qualified by education, experience, and training to pass upon the particular controversy in dispute. The arbitrator or board of arbitrators so constituted shall fix a reasonable time and place for a hearing, at which time each of the Parties hereto may submit such evidence as each Party may see fit with respect to the controversy at issue. Such board shall determine the matters submitted to it pursuant to the provisions of this Service Agreement and render a decision thereon no later than sixty (60) Days after such board (or single arbitrator, as the case may be) has been appointed. The action of the sole arbitrator or of a majority of the members of the board of arbitrators, as the case may be, shall govern and their decisions in writing shall, except in the case of manifest error or misconduct on the part of any arbitrator, be final, non-appealable, and binding on the Parties hereto. Each Party shall pay the expenses of the arbitrator selected by or for it and all other costs of the arbitration shall be equally divided between the Parties hereto.

15.2 ARBITRATION DISCLOSURE. UNLESS OTHERWISE PROVIDED HEREIN, ANY CONTROVERSY OR CLAIM ARISING OUT OF, OR RELATING TO, THE SERVICE AGREEMENT, OR THE MAKING, PERFORMANCE OR INTERPRETATION THEREOF, SHALL BE SETFLED BY ARBITRATION IN NEW YORK IN ACCORDANCE WITH THE THEN EXISTING RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND THE JUDGEMENT ON THE ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION OVER THE SUBJECT

MATTER OF THE CONTROVERSY. Injunctive Relief and Specific Performance. Either Party may at any time commence and prosecute a proceeding in any court of competent jurisdiction (a) for a preliminary or temporary injunction or other temporary order pending arbitration under the Service Agreement, or (b) for an order of specific performance of the Service Agreement to require performance in accordance with any arbitration decision.

Wyckoff Gas Storage Company, LLC as of 6/9/2016  
NGA Gas  
FERC Gas Tariff  
Effective Date: 09/30/2010 Status: Effective  
FERC Docket: RP10-01389-000 1  
FERC Order: Delegated Order Order Date: 11/15/2010  
Part VI: GT&C, Section 16. Choice of Law, 0.0.0 A

**PART VI: GENERAL TERMS AND CONDITIONS**

**SECTION 16. CHOICE OF LAW**

Unless otherwise specifically stated in the Service Agreement, interpretation of the provisions of all Service Agreements or other agreements entered into between Shipper and Transporter, including any provisions of this Tariff related to such agreements, and any disputes arising from such agreements, shall be governed by the law of the state of New York.

Wyckoff Gas Storage Company, LLC as of 6/9/2016  
NGA Gas  
FERC Gas Tariff  
Effective Date: 09/30/2010 Status: Effective  
FERC Docket: RP10-01389-000 1  
FERC Order: Delegated Order Order Date: 11/15/2010  
Part VI: GT&C, Section 17. Creditworthiness, 0.0.0 A

**PART VI: GENERAL TERMS AND CONDITIONS**

**SECTION 17. CREDITWORTHINESS**

17.1. Evaluation of Creditworthiness

(a) Transporter shall apply, on a non-discriminatory basis, consistent financial evaluation standards to determine the Creditworthiness (as defined in Section 1.2a) of a Shipper or Potential Shipper (collectively, "Customer"). Transporter shall not use any criteria, formula, ranking system or other methodology that would give any preference or advantage to an Affiliate of Transporter. Transporter will not be obligated to provide service and may suspend and/or terminate (according to the terms of this Gas Tariff) on-going service to any party that fails, in Transporter's sole judgment, to demonstrate Creditworthiness. Each party requesting service under this Gas Tariff is aware that (i) Transporter shall have the right to propose, file and make effective with the FERC revisions to this Gas Tariff for the purpose of changing the provisions of this Section without prior notice to a Customer, provided that no such revision will effect any Service Agreement currently existing at the time such revision is made effective, (ii) Transporter's Creditworthiness requirements may vary depending on the services provided or to be provided, (iii) Transporter reserves the right to set credit limits and to vary those limits from time to time at Transporter's sole direction, and (iv) Transporter may request additional credit information or an update of existing credit information on an on-going basis during the term of a Service Agreement and, contemporaneous with such request, Transporter shall provide its reason(s) for requesting the additional information.

(b) Transporter will promptly provide notification, in writing, to a Customer of Transporter's determination regarding such party's Creditworthiness. If Customer is determined to not be Creditworthy, Transporter will inform Customer in writing of the reasons for such determination. Customer may initiate a Creditworthiness re-evaluation by Transporter. As part of Customer's re-evaluation request, Customer shall either update or confirm in writing the prior information provided to Transporter under Section 17.2 below, and such update shall include any event(s) that Customer believes could lead to a material change in Customer's Creditworthiness. Within five (5) Business Days after Transporter's receipt of Customer's request for re-evaluation, including all information required under the immediately foregoing sentence, Transporter will provide a written response to Customer's re-evaluation request. Such written response shall include either a determination of Creditworthiness status, clearly stating the reason(s) for Transporter's decision, or an explanation supporting a future date by which a re-evaluation determination will be made; *provided, however*, that in no event will such re-evaluation determination exceed twenty (20) Business Days from the date of the receipt of Customer re-evaluation request unless Customer and Transporter mutually agree to some later date.

17.2. Requested Information. Upon request and at any time during the term of a Service Agreement between Transporter and a Customer, such Customer (and/or such Customer's Credit Support Provider, if applicable) shall promptly, and in any event within five (5) Days of Transporter's request, provide in writing to Transporter, for analyses of Creditworthiness, such Customer's (or Customer's Credit Support Provider's): (i) complete set of latest audited financial statements, (ii) annual report, if applicable; (iii) complete list of Affiliates; (iv) publicly available information from credit reports of credit and bond rating agencies; (v) private credit ratings, if obtained by Customer; (vi) bank and trade references; (vii) statement of legal composition; (viii) statement of length of time Customer's business has been in operation, (ix) most recent Form 10-K, if applicable, and other filed statements with the Securities and Exchange Commission (or an equivalent authority) or such other publicly available information; (x) for public entities, the most recent publicly available interim financial statements, with an attestation by its chief financial officer, controller or equivalent ("CFO") that such statements constitute a true, correct, and fair representation of financial condition prepared in accordance with Generally Accepted Accounting Principles ("GAAP") (or equivalent, if not subject to GAAP rules); (xi) for non-public entities, including, without limitation, those that are state-regulated utilities: (a) the most recent available interim financial statements, including, without limitation, a balance sheet, income statement and cash flow statement and all footnotes to each of the foregoing, with an attestation by its CFO that such statements constitute a true, correct, and fair representation of financial condition prepared in accordance with GAAP (or equivalent, if not subject to GAAP rules), and (b) if applicable, an existing sworn filing, including the most recent available interim financial statements and annual financial reports filed with the respective regulatory authority, showing the filer's current financial condition; (xii) for state-regulated utility local distribution companies, documentation from their respective state regulatory commission (or an equivalent authority) of an authorized gas supply cost recovery mechanism which fully recovers both gas commodity and transportation capacity costs and is afforded regulatory asset accounting treatment in accordance with GAAP (or equivalent, if not subject to GAAP rules); (xiii) a statement disclosing any pending litigation, collection actions or judgments that objectively could be expected to cause a substantial deterioration in Customer's or Customer's Credit Support Provider's financial condition; (xiv) such other information as may be mutually agreed to by the Parties; and (xv) such other information as Transporter may receive approval to include in this Gas Tariff. Transporter shall be entitled, without waiving any other right or remedy it may have, to refuse or suspend services under any Service Agreement if Customer or Customer's Credit Support Provider fails to provide information required under this Section within the time period allowed under the NAESB guidelines as adopted by the FERC and incorporated by reference in Section 11 of this Gas Tariff. Customer promptly shall (a) inform Transporter of any and all material or substantial changes in any Customer information provided under this Section or in any other of Customer's financial, operational or managerial conditions, including, without limitation, any change in

management or change in ownership and (b) cause Customer's Credit Support Provider to inform Transporter of similar information involving the Credit Support Provider.

Wyckoff Gas Storage Company, LLC as of 6/9/2016

NGA Gas

FERC Gas Tariff

Effective Date: 09/30/2010

Status:

Effective

FERC Docket: RP10-01389-000 1

FERC Order: Delegated Order

Order Date:

11/15/2010

Part VI: GT&C, Section 18. Security, 0.0.0 A

## **PART VI: GENERAL TERMS AND CONDITIONS**

### **SECTION 18. SECURITY**

18.1. Security. Transporter shall have the right to satisfy any and all amounts due and payable to Transporter in a manner consistent with applicable law, including, without limitation, by asserting and enforcing its rights under all applicable liens and security interests held by Transporter in Customer Inventory.

18.2. Performance Assurance. If at any time a party requesting or currently receiving service under this Gas Tariff fails to demonstrate Creditworthiness, or if the aggregate amounts expected to become due for services requested or being received by a party under existing and/or requested Service Agreements and/or Billing Amendments, together with any other amounts then owed by such party to Transporter, exceed such party's credit limit as established by Transporter, Transporter shall be entitled to require (in addition to all liens and security interests already claimed by or granted in favor of Transporter), as a condition to providing or continuing to provide services under new or existing Service Agreements and/or Billing Amendments, that such party requesting or currently receiving service under this Gas Tariff provide one or more of the following forms of "Performance Assurance": (a) cash payment (in U.S. dollars), as collateral held for security, on terms satisfactory to Transporter, (as further described in this Article 18 below), (b) delivery, of an irrevocable standby letter of credit issued by a Qualified Institution; (c) grant of a first priority security interest in collateral satisfactory to Transporter; and/or (d) delivery of a guarantee by a Credit Support Provider that satisfies Transporter's Creditworthiness requirements. In addition to and not in limitation of the foregoing, Transporter shall have, at all times, the right to a first priority security interest, as well as a statutory warehouse lien under Article 7 of the Uniform Commercial Code (as adopted in New York), in all Customer Inventory held in Transporter's Storage Facility to secure all amounts owed by Customer under any and all Service Agreements entered into between Customer and Transporter.

#### 18.3. Required Amounts of Performance Assurance

(a). Except as to existing Customers, the required amount of such Performance Assurance shall be calculated as follows:

(i). For FSS, an amount equal to the anticipated amount of Demand Charges to be payable for the three (3) months of highest-estimate utilization during a contract year or the duration of Customer's FSS Service Agreement, whichever is shorter, at the rate specified in Customer's FSS Service Agreement; and

(ii). For ISS, an amount equal to the anticipated usage charge to be payable for fifteen (15) Days of usage per month for three (3) months or the duration of Customer's relevant Service Agreement, whichever is shorter, calculated on a one hundred percent (100%) load factor basis.

(b). For an existing Customer, the required amount of such Performance Assurance shall be equal to the amount of service charges payable for the three months of highest utilization during the previous twelve (12) months for all of Customer's Service Agreements which are active at the time of Transporter's request for such Performance Assurance.

18.4. When Performance Assurance is Due. With respect to a request for a new Service Agreement or a request resulting in a Billing Amendment, in the event Transporter requires Performance Assurance, such Performance Assurance in an amount equivalent to no less than one month of estimated fees and service charges must be received by Transporter within five (5) Days of Transporter's written request for Performance Assurance, and an amount equivalent to no less than three (3) months of estimated taxes and service charges must be received by Transporter within thirty (30) Days of such request; otherwise, the requesting party's service request will be deemed null and void. With respect to any other Service Agreement under which service is currently being rendered, the Performance Assurance required by Transporter must be received by Transporter within same deadlines as stated above. If Customer does not provide the required Performance Assurance within the time period set forth in this Section 18.4, Transporter may immediately after such time period suspend service and may, upon thirty (30) calendar Days notice to Customer and the FERC, terminate all or any of Customer's current Service Agreements. If Transporter rejects a Customer's proposed form of Performance Assurance, Transporter shall inform such Customer as to the reason for such rejection and Customer shall have the opportunity to deliver Performance Assurance that is acceptable to Transporter; *provided, however,* that any re-issuance of a request for Performance Assurance by Transporter shall not result in additional time for a Customer to provide the required Performance Assurance, unless Transporter expressly agrees to the contrary.

18.5. Cash Payment as Security. Performance Assurance in the form of a cash payment, to be held as collateral for security, may be required in a maximum amount of three (3) months of estimated fees and service charges and may be either (A) paid directly to Transporter, with such cash deposit accruing interest for the benefit of the pre-paying Customer (from the date Transporter receives such cash deposit) at the most recently established 91-Day United States Treasury Bill auction rate, as published in The Wall Street Journal (or a similarly reputable publication if The Wall Street Journal ever ceases to exist), with such interest being calculated monthly but payable only at the termination or expiration of all Service Agreement(s) for which such Performance Assurance is required, or (B) deposited in a segregated, interest-bearing escrow account (established by Customer at Transporter's expense and with interest accruing for Customer's benefit) in the name of Customer and pledged to Transporter pursuant to an account control agreement, pursuant to which account control agreement Transporter shall have unrestricted access to such pre-paid funds to the extent of the aggregate amount of any one or more invoices for services provided to such customer.

18.6. Right of Set-Off. If either Party (for purposes of this Section, the "Delinquent Party") fails to pay in full any amount owing to the other Party (for purposes of this Section, the "Non-Receiving Party") under any Service Agreement within five (5) Days after such amount becomes due, then, in addition to all other remedies available to it under this Gas Tariff, the Service Agreement, at law, in equity or otherwise, the Non-Receiving Party may set off the overdue amount against amounts otherwise owing by the Non-Receiving Party to the Delinquent Party under this Gas Tariff, the Service Agreement or any other agreement between the Parties.

18.7. WAREHOUSE LIEN. TRANSPORTER SHALL BE ENTITLED TO, AND IT HEREBY CLAIMS, A LIEN ON ALL GAS DELIVERED TO IT BY OR ON BEHALF OF CUSTOMER, AND ALL PROCEEDS RELATED THERETO, AS PROVIDED FOR UNDER ARTICLE 7 OF THE UNIFORM COMMERCIAL CODE ("UCC ARTICLE 7"), WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED THEREUNDER AND HEREIN. IN NO WAY LIMITING THE FOREGOING, SUCH

LIEN SHALL BE FOR ALL CHARGES FOR STORAGE AND/OR TRANSPORTATION INCLUDING, WITHOUT LIMITATION, FOR ALL EXPENSES NECESSARY FOR THE PRESERVATION OF GAS IN ALL OF CUSTOMER'S "CUSTOMER INVENTORIES" (TAKING INTO ACCOUNT ALL EXISTING SERVICE AGREEMENTS) OR REASONABLY INCURRED IN THE SALE THEREOF PURSUANT TO LAW, AND SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL GAS IN ALL OF CUSTOMER'S CUSTOMER INVENTORIES, WHETHER OR NOT SUCH CHARGES AND EXPENSES RELATE TO GAS AT ANY TIME CURRENTLY IN SUCH CUSTOMER INVENTORIES OR TO GAS PREVIOUSLY ACCEPTED FROM AND RE-DELIVERED TO CUSTOMER. THIS AGREEMENT SHALL BE CONSIDERED A "STORAGE AGREEMENT" AS CONTEMPLATED BY UCC ARTICLE 7, BUT IF FOR ANY REASON IT IS DEEMED BY A COURT OF LAW OR TRIBUNAL OF COMPETENT JURISDICTION TO NOT BE SUCH A STORAGE AGREEMENT, AND IF SUCH COURT OR TRIBUNAL DEEMS A VALID WAREHOUSE RECEIPT NECESSARY TO CREATE, PERFECT, SUPPORT AND/OR ENFORCE SUCH LIEN, IT SHALL BE DEEMED THAT:

- a. THE GAS TARIFF, EACH SERVICE AGREEMENT ENTERED INTO BY CUSTOMER AND TRANSPORTER, AND ALL CONFIRMATIONS (I.E., APPENDIX A) UNDER SUCH SERVICE AGREEMENTS, TAKEN TOGETHER WITH ALL NOTICES (INCLUDING, WITHOUT LIMITATION, MONTHLY INVOICES) DELIVERED BY TRANSPORTER TO CUSTOMER PURSUANT TO THIS GAS TARIFF AND SUCH SERVICE AGREEMENTS, SHALL COLLECTIVELY BE DEEMED A VALID "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO UCC ARTICLE 7, REGARDLESS OF WHEN ANY GAS STORED PURSUANT TO THIS GAS TARIFF AND SUCH SERVICE AGREEMENTS IS DELIVERED;
- b. THE LOCATION OF THE WAREHOUSE IS THE LOCATION OF THE UNDERLYING FACILITIES SERVICING TRANSPORTER'S STORAGE FACILITY;
- c. THE PARTY TO WHOM THE GAS WILL BE DELIVERED, THE RATE OF STORAGE AND HANDLING CHARGES, AND THE DESCRIPTION OF THE GOODS ARE AS SET FORTH IN THE RESPECTIVE NOMINATION UNDER WHICH SUCH GAS WAS DELIVERED TO TRANSPORTER;
- d. THE ISSUE DATE OF A WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS DELIVERED TO TRANSPORTER;
- e. THE CONSECUTIVE NUMBER OF EACH WAREHOUSE RECEIPT SHALL BE DEEMED TO BE THE DATE THAT CUSTOMER'S GAS IS DELIVERED TO TRANSPORTER WHEN LISTED IN CHRONOLOGICAL ORDER;
- f. THE SIGNATURE OF TRANSPORTER ON THE RELEVANT SERVICE AGREEMENT(S) SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN; AND
- g. AN ACCEPTANCE OF CUSTOMER'S NOMINATION PURSUANT TO THIS GAS TARIFF AND THE RELEVANT SERVICE AGREEMENT(S) AND/OR THE ISSUANCE OF A CONFIRMATION BY TRANSPORTER TO CUSTOMER SHALL BE DEEMED TO BE A STATEMENT OF THE FACT THAT ADVANCES HAVE BEEN MADE AND/OR LIABILITIES INCURRED.

IN THE EVENT OF A FUTURE REVISION TO UCC ARTICLE 7 INCORPORATING ADDITIONAL OR DIFFERENT "STORAGE AGREEMENT" AND/OR "WAREHOUSE RECEIPT" REQUIREMENTS, THE CUSTOMER AND TRANSPORTER WILL AMEND THEIR RELEVANT SERVICE AGREEMENT(S) SO THAT TRANSPORTER SHALL ALWAYS MAINTAIN SUCH UCC ARTICLE 7 LIEN THROUGHOUT THE TERM OF SUCH SERVICE AGREEMENT(S).

Wyckoff Gas Storage Company, LLC as of 6/9/2016  
NGA Gas  
FERC Gas Tariff  
Effective Date: 09/30/2010  
FERC Docket: RP10-01389-000 1  
FERC Order: Delegated Order  
Part VII, Form of FSS Service Agreement, 0.0.0A

Status: Effective  
Order Date: 11/15/2010

**PART VII: FORM OF FSS SERVICE AGREEMENT**

Service Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_

**FSS SERVICE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between WYCKOFF GAS STORAGE COMPANY, LLC ("Transporter") and \_\_\_\_\_ ("Shipper").

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective FSS Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, First Revised Original Volume No. 1 (Tariff), on file with the Federal Energy Regulatory Commission (Commission), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. Transporter shall store quantities of Gas for Shipper up to, but not exceeding, Shipper's Maximum Storage Capacity (MSC) as specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission. Service hereunder shall be provided subject to the provisions of Part 284 of the Commission's Regulations.

Section 2. Term. Service under this Agreement shall commence as of \_\_\_\_\_ and shall continue in full force and effect until \_\_\_\_\_. Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's Regulations and Transporter's Tariff.

Section 3. Rates. Shipper shall pay Transporter the charges as described in the FSS Rate Schedule, and specified in Appendix A to this Service Agreement.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 6733 South Yale, Tulsa Oklahoma, 74136, Attention: Bob Ray, and notices to Shipper shall be addressed to it at \_\_\_\_\_ Attention: \_\_\_\_\_, until changed by either Party by written notice.

Section 5. Superseded Agreements. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreements:

SHIPPER	WYCKOFF GAS STORAGE COMPANY, LLC
By	By
Title	Title

Revision No. \_\_\_\_\_ Control No. \_\_\_\_\_

Appendix A to Service Agreement No. \_\_\_\_\_ Under Rate Schedule FSS Between Wyckoff Gas  
Storage Company, LLC (Transporter) And \_\_\_\_\_ Shipper)

Base Gas	_____	Dth
Maximum Storage Capacity	_____	Dth
Maximum Daily Withdrawal Quantity (MDWQ)	_____	Dth per Day
Maximum Daily Injection Quantity (MDIQ)	_____	Dth per Day
Maximum Hourly Withdrawal Quantity (MHWQ)	_____	Dth per Hour*
Maximum Hourly Injection Quantity (MHIQ)	_____	Dth per Hour*
Monthly Deliverability Charge	\$ _____	per Dth of
Injection Charge	_____	Dth
Withdrawal Charge	_____	Dth
Fuel Retention	_____	Percent
Unauthorized Overrun Service Charge	_____	Dth
Authorized Overrun Service Charge	_____	Dth

\* NOTE: The MHIQ shall equal 1/24<sup>th</sup> of the MDIQ and the MHWQ shall equal 1/24<sup>th</sup> of the MDWQ unless the Parties specifically designate otherwise on this schedule.

(SHIPPER

WYCKOFF GAS STORAGE COMPANY, LLC

By

By

Its

Its

Date

Date

Revision No. \_\_\_\_\_ Control No. \_\_\_\_\_

Appendix B to Service Agreement No. \_\_\_\_\_ Under Rate Schedule FSS Between  
Wyckoff Gas Storage Company, LLC (Transporter) And \_\_\_\_\_  
(Shipper)

**POINTS OF DELIVERY AND REDELIVERY**

Wyckoff Gas Storage Company, LLC as of 6/9/2016  
NGA Gas  
FERC Gas Tariff  
Effective Date: 09/30/2010  
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FERC Order: Delegated Order  
Part VIII, Form of ISS Service Agreement, 0.0.0 A

Status: Effective  
Order Date: 11/15/2010

**PART VIII: FORM OF ISS SERVICE AGREEMENT**

Service Agreement  
No. \_\_\_\_\_ Control No. \_\_\_\_\_

**ISS SERVICE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and  
between WYCKOFF GAS STORAGE COMPANY, LLC (“Transporter”) and \_\_\_\_\_  
 (“Shipper”).

WITNESSETH; That in consideration of the mutual covenants herein contained, the parties  
hereto agree as follows:

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive  
the service in accordance with the provisions of the effective 155 Rate Schedule and applicable General  
Terms and Conditions of Transporter’s FERC Gas Tariff, First Revised Original Volume No. I (Tariff), on  
file with the Federal Energy Regulatory Commission (Commission), as the same may be amended or  
superseded in accordance with the rules and regulations of the Commission. Transporter shall store  
quantities of Gas for Shipper up to, but not exceeding, Shipper’s Maximum Interruptible Storage Capacity  
as specified in Appendix A, as the same may be amended from time to time by agreement between  
Shipper and Transporter, or in accordance with the rules and regulations of the Commission. Service  
hereunder shall be provided subject to the provisions of Part 284 of the Commission’s Regulations.

Section 2. Term. Service under this Agreement shall commence as of the first Day of the  
first Month specified in Appendix A and shall continue in full force and effect until the last Day of the last  
Month specified in Appendix A. Pre-granted abandonment shall apply upon termination of this  
Agreement.

Section 3. Rates. Shipper shall pay the charges calculated in accordance with the ISS Rate  
Schedule including Fuel Retention as specified in Appendix A of this Service Agreement.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at  
6733 South Yale, Tulsa, Oklahoma 74136, Attention: Bob Ray, and notices to Shipper shall be addressed  
to it at \_\_\_\_\_, Attention: \_\_\_\_\_, until changed by

either Party by written notice.

Section 5. Superseded Agreements. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreements:

SHIPPER

WYCKOFF GAS STORAGE COMPANY, LLC

By

By

Its

Its

Date

Date

Revision No. \_\_\_\_\_  
Control No. \_\_\_\_\_

Appendix A to Service Agreement No. \_\_\_\_\_  
Under Rate Schedule ISS Between Wyckoff Gas Storage Company, LLC (Transporter) And  
\_\_\_\_\_ (Shipper)

Maximum Interruptible Storage Capacity Quantity \_\_\_\_\_ Dth  
Capacity Charge \$ \_\_\_\_\_ per Dth/day  
Injection Charge \$ \_\_\_\_\_ per Dth  
Withdrawal Charge \$ \_\_\_\_\_ per Dth  
Maximum Daily Withdrawal Quantity (MDWQ) \_\_\_\_\_ Dth per day  
Maximum Daily Injection Quantity (MDIQ) \_\_\_\_\_ Dth per day  
Maximum Hourly Withdrawal Quantity (MHWQ) \_\_\_\_\_ Dth per Hour\*  
Maximum Hourly Injection Quantity (MHTQ) \_\_\_\_\_ Dth per Hour\*  
Fuel Retention \$ \_\_\_\_\_ Percent  
Authorized Overruns \$ \_\_\_\_\_  
Service Commencement Month \_\_\_\_\_, \_\_\_\_\_  
Through  
Service Termination Month \_\_\_\_\_, \_\_\_\_\_

\* NOTE: The MHTQ shall equal 1/24<sup>th</sup> of the MDIQ and the MHWQ shall equal 1/24<sup>th</sup> of the MDWQ unless the Parties specifically designate otherwise on this schedule.

(SHIPPER) WYCKOFF GAS STORAGE COMPANY, LLC  
By By  
Its Its  
Date Date

Revision No. \_\_\_\_\_ Control No \_\_\_\_\_

Appendix B to Service Agreement No. \_\_\_\_\_ Under Rate Schedule ISS Between Wyckoff  
Gas Storage Company, LEC (Transporter) And \_\_\_\_\_ (Shipper)

### POINTS OF DELIVERY AND REDELIVERY

Wyckoff Gas Storage Company, LLC as of 6/9/2016

NGA Gas

FERC Gas Tariff

Effective Date: 09/30/2010

Status:

Effective

FERC Docket: RP10-01389-000 1

FERC Order: Delegated Order

Order Date:

11/15/2010

Part IX, Form of Customer Guaranty, 0.0.0 A

### PART IX: FORM OF CUSTOMER GUARANTY

THIS GUARANTY is executed as of the \_\_\_\_ day of \_\_\_\_\_, 2001, by  
[ \_\_\_\_\_ ], a [ \_\_\_\_\_ ] (the "Guarantor") in favor of Wyckoff  
Gas Storage Company, LLC, a Delaware limited partnership ("Company").

#### RECITAL

[Name of Customer], a \_\_\_\_\_ (the "Customer"), and Company may from time to time enter into contracts for natural gas Storage Services and/or Load Following and Balancing Services pursuant to which Customer may utilize Company's gas Storage Facilities (the "Contracts"). As an inducement to Company to enter into the Contracts and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor covenants and agrees as follows:

1. Guaranty of Payment. The Guarantor hereby irrevocably and unconditionally guarantees the due and punctual payment of any and all present and future obligations and liabilities of all kinds of the Customer to Company pursuant to the Contracts (collectively, the "Guaranteed Obligations"). Upon any failure by the Customer to pay any of the Guaranteed Obligations, the Guarantor agrees that it will forthwith on demand pay any amounts, which the Customer has failed to pay Company, at the place and in the manner specified in the Contract. This Guaranty is a guaranty of payment and not merely a guaranty of collection. The Guarantor agrees that Company may resort to the Guarantor for payment of any of the Guaranteed Obligations, whether or not Company shall have resorted to any collateral security, or shall have proceeded against any other obligor principally or secondarily obligated with respect to any of the Guaranteed Obligations. Guarantor hereby waives the right to assert defenses which the Customer may have to payment of any Guaranteed Obligations.

2. Guaranty Unconditional and Absolute. The obligations of the Guarantor hereunder shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

(i) any extension, renewal, settlement, compromise, waiver, discharge or release in respect of any Guaranteed Obligations of the Customer;

(ii) the existence, or extent of, any release, exchange, surrender, non-perfection or invalidity of any direct or indirect security for any of the Guaranteed Obligations;

(iii) any modification, amendment, waiver, extension of or supplement to any of the Agreement or the Guaranteed Obligations agreed to from time to time by the Customer and Company;

(iv) any change in the corporate existence (including its constitution, laws, rules, regulations or powers), structure or ownership of the Customer or the Guarantor, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Customer or its assets, the Guarantor or any other guarantor of any of the Guaranteed Obligations;

(v) the existence of any claim, set-off or other rights which the Guarantor may have at any time against the Customer, Company or any other corporation or person, whether in connection herewith or in connection with any unrelated transaction; provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim;

(vi) the invalidity or unenforceability in whole or in part of the Contract or any Guaranteed Obligations or any instrument evidencing any Guaranteed Obligations, or any provision of applicable law or regulation purporting to prohibit payment by the Customer of amounts to be paid by it under the Contract or any of the Guaranteed Obligations;

(vii) any other act or omission to act or delay of any kind of the Customer or Company which might, but for the provisions of this paragraph, constitute a legal or equitable discharge of the Guarantor's obligations hereunder.

3. Term: Reinstatement in Certain Circumstances. The term of this Guaranty shall be the same as the term of the Contract(s); provided, however, that termination of the Contract(s) shall not release Guarantor from liability for any Guaranteed Obligations arising prior to the effective date of such termination or during any grace period post-termination. If at any time any payment of any of the Guaranteed Obligations is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of the Customer or otherwise, the Guarantor's obligations hereunder with respect to such payment shall be reinstated at such time as though such payment had not been made.

4. Waiver by the Guarantor. The Guarantor irrevocably waives acceptance hereof, diligence, presentment, demand, protest, notice of dishonor, notice of any sale of collateral and any notice not provided for herein, any right of subrogation to Customer's rights against Company under the Contracts or otherwise, and any requirement that at any time any person exhaust any right to take any action against the Customer or its assets or any other guarantor or person.

5. Subrogation. Upon making any payment hereunder, the Guarantor shall be subrogated to the rights of Company against the Customer with respect to such payment; provided, that the Guarantor shall not enforce any right or receive any payment by way of subrogation until all of the Guaranteed Obligations then due shall have been paid in full and Company agrees to take, at Guarantor's sole expense, such steps as the Guarantor may reasonably request to implement such subrogation.

6. Stay of Acceleration Ineffective with Respect to Guarantor. In the event that acceleration of the time for payment of any amount payable by the Customer under the Agreement is stayed upon the insolvency, bankruptcy or reorganization of the Customer, all such amounts otherwise subject to acceleration or required to be paid upon an early termination pursuant to the terms of the Agreement shall nonetheless be payable by the Guarantor hereunder forthwith on demand by Company.

7. Assignment: Successors and Assigns. This Guaranty shall be binding upon and inure to the benefit of the Guarantor and its successors and assigns and Company and its successors and assigns.

Guarantor may not assign its rights and obligations hereunder without the prior express written consent of Company, and any such purported assignment without such express written consent will be void.

8. Amendments and Waivers. No provision of this Guaranty may be amended, supplemented or modified, nor any of the terms and conditions hereof waived, except by a written instrument executed by the Guarantor and Company.

9. Remedies Cumulative. The rights, powers, remedies and privileges provided in this Guaranty are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law and any other agreement.

10. Representations and Warranties.

(A) The Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power to execute, deliver and perform this Guaranty.

(B) The Guarantor has a credit rating of at least BBB- by Standard & Poor's Corporation and Baa3 by Moody's Investor Services, Inc. for the term of this Guaranty.

(C) The execution, delivery and performance of this Guaranty have been and remain duly authorized by all necessary corporate action and do not contravene any provision of law or of the Guarantor's constitutional documents or any contractual restriction binding on the Guarantor or its assets.

(D) All consents, authorizations and approvals of, and registrations and declarations with, any governmental authority necessary for the due execution, delivery and performance of this Guaranty have been obtained and remain in full force and effect and all conditions thereof have been duly complied with, and no other action by and no notice to or filing with, any governmental authority is required in connection with the execution, delivery or performance of this Guaranty.

(E) This Guaranty constitutes the legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.

11. Notices. All notices or communications to the other party shall be in writing and shall be directed by registered or certified mail or overnight delivery service to:

To Company:

Wyckoff Gas Storage Company, LLC 6733 South Yale Tulsa, OK  
74136 Attention: Chief Financial Officer

To Guarantor:

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

or such other address as each party shall from time to time specify.

12. GOVERNING LAW AND JURISDICTION. THIS GUARANTY WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CHOICE OF LAW DOCTRINE. GUARNATOR HEREBY IRREVOCABLY SUBMITS ITSELF TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE STATE OF NEW YORK AND AGREES AND CONSENTS AND DOES HEREBY WAIVE THE DEFENSE THAT ANY PROCEEDING ARISING OUT OF OR IN ANY WAY RELATED TO THE GUARANTY IS BROUGHT IN IS AN INCONVENIENT FORUM OR THAT VENUE THEREOF IS IMPROPER, AND FURTHER AGREES TO A TRANSFER OF ANY SUCH PROCEEDING TO A FEDERAL COURT SITTING IN THE STATE OF NEW YORK, TO THE EXTENT IT HAS SUBJECT MATTER JURISDICTION.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed and delivered as of the date first above written.

[GUARANTOR]

By: \_\_\_\_\_ Name:  
\_\_\_\_\_ Title:  
\_\_\_\_\_