

Freebird Gas Storage, L.L.C.: First Revised Volume No. 1
Title Page : Suspended

FERC GAS TARIFF

FIRST REVISED VOLUME NO. 1

(SUPERSEDES ORIGINAL VOLUME NO. 1)

of

FREEBIRD GAS STORAGE, L.L.C.

Filed with the
FEDERAL ENERGY REGULATORY COMMISSION

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Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-304-000

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FERC GAS TARIFF

VOLUME NO. 1

OF

FREEBIRD GAS STORAGE, L.L.C.

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Effective Date: 10/01/2008 Status: Effective

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PRELIMINARY STATEMENT

FREEBIRD GAS STORAGE, L.L.C. ("Freebird") is an Alabama limited liability company subject to the jurisdiction of the Federal Energy Regulatory Commission ("Commission" or "FERC"). Freebird is engaged in the business of storing natural gas in interstate commerce.

This First Revised Volume No. 1 of Freebird's FERC Gas Tariff contains the Rate Statements, Rate Schedules, and General Terms and Conditions applicable to open access storage, parking, loan and balancing services performed by Freebird through use of its high-deliverability natural gas storage facility and connecting lateral located in Lamar County, Alabama. Freebird provides these services, subject to the availability of capacity, to all Shippers eligible for service under this FERC Gas Tariff, on an open access basis at market-based rates.

Effective Date: 10/01/2008 Status: Effective

FERC Docket: RP08-304-000

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MAP OF SYSTEM

Placeholder for future inclusion of a map of the Freebird System.

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-304-000

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FSS RATE STATEMENT FIRM STORAGE SERVICE*

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

Payment shall be equal to the Demand Rate for Firm Storage Service specified in Shipper's Firm Storage Service Agreement multiplied by Shipper's Maximum Storage Quantity.

Storage Injection Market Based/ \$/Dth
Charge Negotiable

Payment shall be equal to the Storage Injection Charge specified in Shipper's Firm Storage Service Agreement multiplied by the Dth quantity (including fuel, if applicable) Shipper tenders to Freebird for injection into storage.

Storage Withdrawal Market Based/ \$/Dth
Charge Negotiable

Payment shall be equal to the Storage Withdrawal Charge specified in Shipper's Firm Storage Service Agreement multiplied by the Dth quantity (including fuel, if applicable) Freebird withdraws from storage for Shipper's account.

Overrun Injection Market Based/ \$/Dth
Charge Negotiable

Payment shall be equal to the Overrun Injection Charge specified in Shipper's Firm Storage Service Agreement multiplied by the Dth quantity (including fuel, if applicable) Freebird shall have injected into storage for Shipper's account in excess of Shipper's Maximum Daily Injection Quantity for such Day during a given Month.

Overrun Withdrawal Market Based/ \$/Dth
Charge Negotiable

Payment shall be equal to the Overrun Withdrawal Charge specified in Shipper's Firm Storage Service Agreement multiplied by the Dth quantity (including fuel, if applicable) Freebird shall have withdrawn from storage for Shipper's account in excess of Shipper's Maximum Daily Withdrawal Quantity for such Day during a given Month.

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

This amount of Gas shall be reimbursed by Shipper in kind or paid in dollars per Dth as specified in Shipper's Firm Storage Service Agreement.

In addition to the charges specified above, Shipper shall pay all applicable taxes and similar assessments described in Article 14, "Taxes," of the General Terms and Conditions of this Gas Tariff and all other applicable surcharges, including, but not limited to, ACA charges.

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

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-304-000

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ISS RATE STATEMENT INTERRUPTIBLE STORAGE SERVICE*

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

Payment shall be equal to the Interruptible Storage Charge specified in Shipper's Interruptible Storage Service Agreement multiplied by Shipper's Interruptible Maximum Storage Quantity or Shipper's Interruptible Storage Inventory, as specified in Shipper's Interruptible Storage Service Agreement.

Storage Injection Market Based/ \$/Dth
Charge Negotiable

Payment shall be equal to the Storage Injection Charge specified in Shipper's Interruptible Storage Service Agreement multiplied by the Dth quantity (including fuel, if applicable) Shipper tenders to Freebird for injection into storage.

Storage Withdrawal Market Based/ \$/Dth
Charge Negotiable

Payment shall be equal to the Storage Withdrawal Charge specified in Shipper's Interruptible Storage Service Agreement multiplied by the Dth quantity (including fuel, if applicable) Freebird withdraws from storage for Shipper's account.

Overrun Injection Market Based/ \$/Dth
Charge Negotiable

Payment shall be equal to the Overrun Injection Charge specified in Shipper's Interruptible Storage Service Agreement multiplied by the Dth quantity (including fuel, if applicable) Freebird shall have injected into storage for Shipper's account in excess of Shipper's Maximum Daily Injection Quantity for such Day during a given Month.

Overrun Withdrawal Market Based/ \$/Dth
Charge Negotiable

Payment shall be equal to the Overrun Withdrawal Charge specified in Shipper's Interruptible Storage Service Agreement multiplied by the Dth quantity (including fuel, if applicable) Freebird shall have withdrawn from storage for Shipper's account in excess of Shipper's Maximum Daily Withdrawal Quantity for such Day during a given Month.

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

This amount of Gas shall be reimbursed by Shipper in kind or paid in dollars per Dth as specified in the Shipper's Interruptible Storage Service Agreement.

In addition to the charges specified above, Shipper shall pay all applicable taxes and similar assessments described in Article 14, "Taxes," of the General Terms and Conditions of this Gas Tariff and all other applicable surcharges, including, but not limited to, ACA charges.

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

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-304-000

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IPS RATE STATEMENT - INTERRUPTIBLE PARKING SERVICE*

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

Payment shall be equal to the Interruptible Parking Charge specified in Shipper's Hub Services Agreement multiplied by Shipper's Maximum Park Quantity or Park Balance, as specified in Shipper's Hub Services Agreement, plus the Interruptible Parking Injection Charge multiplied by the quantity injected (including fuel, if applicable), plus the Interruptible Parking Withdrawal Charge multiplied by the quantity withdrawn (including fuel, if applicable), as specified in Shipper's Hub Services Agreement.

Overrun Injection Charge	Market Based/ Negotiable		\$/Dth
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Payment shall be equal to the Overrun Injection Charge specified in Shipper's Hub Services Agreement multiplied by the Dth quantity (including fuel, if applicable) Freebird shall have injected into storage for Shipper's account in excess of Shipper's Maximum Daily Injection Quantity for such Day during a given Month.

Overrun Withdrawal Charge	Market Based/ Negotiable		\$/Dth
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Payment shall be equal to the Overrun Withdrawal Charge specified in Shipper's Hub Services Agreement multiplied by the Dth quantity (including fuel, if applicable) Freebird shall have withdrawn from storage for Shipper's account in excess of Shipper's Maximum Daily Withdrawal Quantity for such Day during a given Month.

Fuel Reimbursement	Market Based/ Negotiable		\$/Dth
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This amount of Gas shall be reimbursed by Shipper in kind or paid in dollars per Dth as specified in Shipper's Hub Services Agreement.

In addition to the charges specified above, Shipper shall pay all applicable taxes and similar assessments described in Article 14, "Taxes," of the General Terms and Conditions of this Gas Tariff and all other applicable surcharges, including, but not limited to, ACA charges.

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

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-304-000

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ILS RATE STATEMENT - INTERRUPTIBLE LOAN SERVICE*

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

Payment shall be equal to the Interruptible Loan Charge specified in Shipper's Hub Services Agreement multiplied by Shipper's Maximum Loan Quantity or Loan Balance, as specified in Shipper's Hub Services Agreement, plus the Interruptible Loan Injection Charge multiplied by the quantity Freebird shall have injected for Shipper's account (including fuel, if applicable), plus the Interruptible Loan Withdrawal Charge multiplied by the quantity Freebird shall have withdrawn for Shipper's account (including fuel, if applicable), as specified in Shipper's Hub Services Agreement.

Overrun Injection Charge	Market Based/ Negotiable		\$/Dth
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Payment shall be equal to the Overrun Injection Charge specified in Shipper's Hub Services Agreement multiplied by the Dth quantity (including fuel, if applicable) Freebird shall have injected into storage for Shipper's account in excess of Shipper's Maximum Daily Injection Quantity for such Day during a given Month.

Overrun Withdrawal Charge	Market Based/ Negotiable		\$/Dth
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Payment shall be equal to the Overrun Withdrawal Charge specified in Shipper's Hub Services Agreement multiplied by the Dth quantity (including fuel, if applicable) Freebird shall have withdrawn from storage for Shipper's account in excess of Shipper's Maximum Daily Withdrawal Quantity for such Day during a given Month.

Fuel Reimbursement	Market Based/ Negotiable	\$/Dth	or in kind
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This amount of Gas shall be reimbursed by Shipper in kind or paid in dollars per Dth as specified in Shipper's Hub Services Agreement.

In addition to the charges specified above, Shipper shall pay all applicable taxes and similar assessments described in Article 14, "Taxes," of the General Terms and Conditions of this Gas Tariff and all other applicable surcharges, including, but not limited to, ACA charges.

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

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-304-000

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IBS RATE STATEMENT - INTERRUPTIBLE BALANCING SERVICE*

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

Payment shall be equal to the Interruptible Balancing Charge multiplied by Shipper's balance quantity, plus the Interruptible Balancing Injection Charge multiplied by the quantity Freebird shall have injected for Shipper's account (including fuel, if applicable), plus the Interruptible Balancing Withdrawal Charge multiplied by the quantity Freebird shall have withdrawn for Shipper's account (including fuel, if applicable), as specified in Shipper's Hub Services Agreement.

Fuel Reimbursement	Market Based/ Negotiable	\$/Dth or in kind
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This amount of Gas shall be reimbursed by Shipper in kind or paid in dollars per Dth as specified in Shipper's Hub Services Agreement.

In addition to the charges specified above, Shipper shall pay all applicable taxes and similar assessments described in Article 14, "Taxes," of the General Terms and Conditions of this Gas Tariff and all other applicable surcharges, including, but not limited to, ACA charges.

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

Effective Date: 10/01/2008 Status: Effective

FERC Docket: RP08-304-000

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ORIGINAL SHEET NOS. [9 - 19] ARE RESERVED FOR FUTURE USE.

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-304-000

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FSS RATE SCHEDULE FIRM STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the purchase of Firm Gas storage service from Freebird, provided that:

(a) Freebird has determined that it has available and uncommitted Firm storage capacity and injection and withdrawal capacity to perform the service Shipper has requested;

(b) Freebird has determined that the service Shipper has requested under this Rate Schedule will not interfere with efficient operation of its System or with service to Shippers taking other Firm service;

(c) Shipper and Freebird have executed a Firm Storage Service Agreement under this Rate Schedule;

(d) Shipper accepts responsibility for arranging any upstream or downstream transportation service required for utilization of the storage service provided under this Rate Schedule; and Freebird shall not be required to construct, modify, expand or acquire any facilities to enable Freebird to perform any requested service under this Rate Schedule.

(e) Freebird shall not be required to construct, modify, expand or acquire any facilities to enable Freebird to perform any requested service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Firm storage service rendered by Freebird to Shipper through use of Freebird's System pursuant to a Firm Storage Service Agreement. Firm storage service rendered by Freebird to Shipper under this Rate Schedule shall consist of:

(a) The injection into storage on any Day of Shipper's Gas per Shipper's nomination, up to Shipper's MDIQ as stated in the executed Firm Storage Service Agreement with Shipper, plus Fuel Reimbursement, at the Point of Injection/Withdrawal located on Freebird's System, provided the Shipper's Storage Inventory has not exceeded (or will not exceed as a result of such injection) its MSQ;

(b) The storage of Gas in amounts up to Shipper's Firm MSQ; and

(c) The withdrawal from storage on any Day of Shipper's Gas per Shipper's nomination up to Shipper's MDWQ as stated in the executed Firm Storage Service Agreement with Shipper and the delivery of such Gas to the Point of Injection/Withdrawal located on Freebird's System, provided that Shipper has a quantity of Gas in Shipper's Firm Storage Inventory not less than the quantity Shipper shall have nominated for withdrawal on such Day.

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-304-000

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3. OVERRUN SERVICE

3.1 Provided it can be accomplished by Freebird without detriment to Freebird's System and/or Freebird's ability to meet its Firm obligations to other Shippers, Freebird may, upon request of Shipper and after confirmation by Shipper's Transporter, schedule and inject on an Interruptible basis quantities of Gas in excess of Shipper's MDIQ, provided that Shipper's Firm Storage Inventory has not exceeded Shipper's MSQ. Such Overrun Quantities shall be subject to the charge set forth in Section 4(d) of this Rate Schedule.

3.2 Provided it can be accomplished by Freebird without detriment to Freebird's System and/or Freebird's ability to meet its Firm obligations to other Shippers, Freebird may, upon request of Shipper and after confirmation by Shipper's Transporter, schedule and withdraw on an Interruptible basis quantities of Gas in excess of Shipper's MDWQ, provided that Shipper has a quantity of Gas in Shipper's Firm Storage Inventory not less than the quantities Shipper shall have nominated for withdrawal on such Day. Such Overrun Quantities shall be subject to the charge set forth in Section 4(e) of this Rate Schedule.

3.3 Freebird shall have the right to interrupt or not to schedule all or part of the Overrun Quantities nominated, subject to Section 5 of the General Terms and Conditions of this FERC Gas Tariff, in which event Freebird shall notify Shipper.

4. RATES AND CHARGES

The rates and charges paid by Shipper for Firm storage service under this Rate Schedule shall include the applicable storage rate components set forth in the FSS Rate Statement and as described below:

(a) Storage Reservation Charge. A Monthly charge for each Dth of Shipper's MSQ.

(b) Storage Injection Charge. A usage charge for each Dth of Shipper's Gas injected into Freebird's facilities pursuant to Section 2.1(a) of this Rate Schedule during a given Month (including fuel, if applicable).

(c) Storage Withdrawal Charge. A usage charge for each Dth of Shipper's Gas withdrawn from Freebird's facilities pursuant to Section 2.1(c) of this Rate Schedule during a given Month (including fuel, if applicable).

(d) Overrun Injection Charge. A usage charge for each Dth of Gas injected into Freebird's facilities pursuant to Section 3.1 of this Rate Schedule during a given Month (including fuel, if applicable).

(e) Overrun Withdrawal Charge. A usage charge for each Dth of Gas withdrawn from Freebird's facilities pursuant to Section 3.2 of this Rate Schedule during a given Month (including fuel, if applicable).

(f) Fuel Reimbursement. The amount of Gas or equivalent charge for fuel and losses determined in accordance with Section 17 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Shipper's Firm Storage Service Agreement.

(g) Regulatory Fees and Charges. Shipper shall reimburse Freebird for all fees and charges, including, but not limited to, ACA charges, as required by the Commission or any other regulatory

Effective Date: 10/01/2008 Status: Effective

FERC Docket: RP08-304-000

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body, that are related to service provided under this Rate Schedule, as set forth in Shipper's Firm Storage Service Agreement.

(h) Taxes. Shipper shall be responsible for all taxes and similar assessments described in Section 14, "Taxes," of the General Terms and Conditions of this Gas Tariff, whether or not expressly set forth in a Service Agreement.

5. TERM

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

6. AUTHORIZATION, RATES, TERMS AND CHANGES

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

6.2 Freebird shall have the right to propose to the FERC or other governing regulatory body such changes in its rates and terms and conditions of service as it deems necessary, and the Firm Storage Service Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

7. INTERRUPTION OR CURTAILMENT

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

8. EXPIRATION OF TERM

8.1 Withdrawal On or Before End of FSS Service Period. On or before the end of the primary term or any renewed term of the Shipper's Firm Storage Service Agreement, Shipper must have physically withdrawn its Storage Inventory held in storage for the account of Shipper under such Service Agreement. Except as provided under Section 8.3 below, if such Storage Inventory remains in the Storage Facility on any Day after the end of the service period, Freebird shall have the right, at its sole option, to either (i) attempt to negotiate with Shipper to enter into a new Service Agreement, on an interruptible basis, related to such quantity of Gas remaining in Storage Inventory under the expired Service Agreement after the end of the service period (for example, an IPS Service Agreement), (ii) take title to the Storage Inventory under the provisions of Section 8.2 below, and/or (iii) resort to a combination of both such remedies. Freebird's election to enter into a new Service Agreement will not prevent it from subsequently exercising its rights pursuant to Section 8.2 at any time Storage Inventory remains in the Storage Facility after the end of the new service period and Freebird and Shipper are unable to reach agreement on the terms of a new Service

Effective Date: 10/01/2008 Status: Effective
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Agreement. Freebird's resort to any remedy under this Article 8 will not relieve Shipper of its obligation to pay Freebird for any applicable charges accruing to Shipper's account before such actions are taken.

8.2 Transfer of Title. Pursuant to the above-stated provisions of Section 8.1, but subject to Section 8.3 below, at Freebird's sole option and demand, Shipper shall transfer title to its Storage Inventory to Freebird, free and clear of all liens, encumbrances, and adverse claims of any kind, at a price per Dth equal to the Current Market Price of such Gas, less Freebird's costs related to Shipper's failure to timely remove its Gas, with "Current Market Price" being measured on the date on which Freebird liquidates Shipper's Storage Inventory and which is the lesser of (A) the NYMEX Prompt Month settlement price, as adjusted for the applicable basis differential, and (B) the "balance of month" market price as reflected by Intercontinental Exchange ("ICE") (or the open market price, if ICE has no relevant balance of month price information available on a timely basis.

8.3 Force Majeure. The provisions of Sections 8.1 and 8.2 are subject to the provisions of this Section 8.3. To the extent Shipper is unable to withdraw the Storage Inventory under a Service Agreement before the end of the applicable service period by reason of a suspension of withdrawal rights during the service period caused by Force Majeure declared by Freebird or other curtailment of such rights declared by Freebird, Shipper shall be allowed to nominate to remove all remaining inventories under such Service Agreement, in accordance with Shipper's MDWQ, and Freebird shall refrain from exercising its rights under Sections 8.1 and 8.2, for a reasonable time after the expiry of such Force Majeure or curtailment period (i.e., the same number of Days as Shipper's withdrawal rights were subject to such Force Majeure and/or curtailment period during the initial service period), provided, however, that after such reasonable time the terms of Sections 8.1 and 8.2 shall once again apply.

9. GENERAL TERMS AND CONDITIONS

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

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-304-000

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ISS RATE SCHEDULE INTERRUPTIBLE STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the purchase of Interruptible Gas storage service from Freebird, provided that:

(a) Freebird has determined that it has operationally available and uncommitted Interruptible storage capacity and injection and withdrawal capacity to perform the service Shipper has requested;

(b) Freebird has determined that the service Shipper has requested under this Rate Schedule will not interfere with efficient operation of its System or with Firm service;

(c) Shipper and Freebird have executed an Interruptible Storage Service Agreement under this Rate Schedule;

(d) Shipper accepts responsibility for arranging any upstream and downstream transportation service required for utilization of the storage service provided under this Rate Schedule; and

(e) Freebird shall not be required to construct, modify, expand or acquire any facilities to enable Freebird to perform any requested service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all Interruptible storage service rendered by Freebird to Shipper through use of Freebird's System pursuant to an executed Interruptible Storage Service Agreement. Interruptible storage service rendered by Freebird to Shipper under this Rate Schedule shall consist of:

(a) The injection into storage on any Day of Shipper's Gas per Shipper's nomination, up to Shipper's MDIQ as stated in the executed Interruptible Storage Service Agreement with Shipper, provided that all Firm Service nominations for injection have been satisfied, Shipper delivers the nominated quantity, plus Fuel Reimbursement, at the Point of Injection/Withdrawal located on Freebird's System, and Shipper's Interruptible Storage Inventory has not exceeded its MSQ;

(b) The storage of Gas in amounts up to Shipper's Interruptible MSQ, provided that all Firm service storage obligations have been satisfied; and

(c) The withdrawal from storage on any Day of Shipper's Gas per Shipper's nomination up to Shipper's MDWQ as stated in the executed Interruptible Storage Service Agreement with Shipper and the delivery of such Gas to the Point of Injection/Withdrawal located on Freebird's System, provided that all Firm service nominations for withdrawal have been satisfied, and Shipper has a quantity of Gas in Shipper's Interruptible Storage Inventory not less than the quantity the Shipper shall have nominated for withdrawal on such Day.

2.2 Gas which is scheduled for daily injection or withdrawal under this Rate Schedule is subject to interruption based upon changes in Firm storage service nominations received by Freebird or when

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-304-000

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necessary to maintain the operational integrity of Freebird's System. Prior notice of interruption will be given pursuant to Section 5.3 of the General Terms and Conditions of this FERC Gas Tariff. In the event that Freebird notifies the Shipper of an interruption in service under this Rate Schedule, the Shipper must cease injections or withdrawals, in whole or in part, as specified by Freebird.

2.3 To the extent Interruptible storage capacity which is being utilized by an Interruptible Shipper hereunder is needed by Freebird in order to satisfy Freebird's Firm service obligations or such capacity is otherwise necessary to avoid adverse impact on the operation of Freebird's System, Freebird may require Shipper to withdraw all, or any portion of, the Storage Inventory held in storage by Freebird under this Rate Schedule for the account of Shipper. Freebird will notify the Shipper of the need to withdraw Gas and the quantity to be withdrawn, and shall specify the time period in which the Shipper must comply with the notice. Freebird's notice to Shipper may be given orally, but shall be confirmed in writing via U.S. mail, e-mail, instant messaging or facsimile to the Shipper. Unless Freebird otherwise agrees, Shipper shall be required to make nominations ratably over the specified time period. During the period specified by Freebird for withdrawal, Shipper may negotiate a sale in place of its Gas in storage to another Shipper with storage capacity available under one of Freebird's Rate Schedules pursuant to Section 18 of this FERC Gas Tariff. If Shipper fails to withdraw or sell in place such Storage Inventory within the time period specified by Freebird, Freebird may take, free and clear of any adverse title, claims or liens, title to such ISS Storage Inventory as Shipper was instructed to withdraw, at a price per Dth equal to the Current Market Price (as defined in Section 8 below), less Freebird's costs related to the Shipper's failure to timely remove its gas, and Freebird shall credit such proceeds to any amount owed by Shipper to Freebird; provided, however, that for each Day Freebird is unable to schedule the withdrawal of Shipper's Gas, the period specified for withdrawal shall be extended by a corresponding number of Days.

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3. OVERRUN SERVICE

3.1 Provided it can be accomplished by Freebird without detriment to Freebird's System and Freebird has injection capacity available, Freebird may, upon request of Shipper and after confirmation by Shipper's Transporter, schedule and inject on an Interruptible basis quantities of Gas in excess of Shipper's MDIQ, provided that Shipper's Interruptible Storage Inventory has not exceeded Shipper's MSQ. Such Overrun Quantities shall be subject to the charge set forth in Section 4(d) of this Rate Schedule.

3.2 Provided it can be accomplished by Freebird without detriment to Freebird's System and Freebird has withdrawal capacity available, Freebird may, upon request of Shipper and after confirmation by Shipper's Transporter, schedule and withdraw on an Interruptible basis quantities of Gas in excess of Shipper's MDWQ, provided that Shipper has a quantity of Gas in Shipper's Interruptible Storage Inventory not less than the quantities Shipper shall have nominated for withdrawal on such Day. Such Overrun Quantities shall be subject to the charge set forth in Section 4(e) of this Rate Schedule.

3.3 Freebird shall have the right to interrupt or not to schedule all or part of the Overrun Quantities nominated, subject to Section 5 of the General Terms and Conditions of this FERC Gas Tariff, in which event Freebird shall notify Shipper.

4. RATES AND CHARGES

The rates and charges paid by Shipper for Interruptible storage service under this Rate Schedule shall include the applicable storage rate components set forth in the ISS Rate Statement and as described below:

(a) Interruptible Storage Charge. A charge for each Dth of ISS available to Shipper (Shipper's MSQ). The charge may be on a daily, monthly or other basis per agreement between Freebird and Shipper.

(b) Storage Injection Charge. A usage charge for each Dth of Shipper's Gas (including fuel, if applicable) injected into Freebird's facilities pursuant to Section 2.1(a) of this Rate Schedule during a given Month.

(c) Storage Withdrawal Charge. A usage charge for each Dth of Shipper's Gas (including fuel, if applicable) withdrawn from Freebird's facilities pursuant to Section 2.1(c) of this Rate Schedule during a given Month.

(d) Overrun Injection Charge. A charge for each Dth of Gas (including fuel, if applicable) injected into Freebird's facilities pursuant to Section 3.1 of this Rate Schedule during a given Month.

(e) Overrun Withdrawal Charge. A usage charge for each Dth of Gas (including fuel, if applicable) withdrawn from Freebird's facilities pursuant to Section 3.2 of this Rate Schedule during a given Month.

(f) Fuel Reimbursement. The amount of Gas or equivalent charge for fuel and losses determined in accordance with Section 17 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Shipper's Interruptible Storage Service Agreement.

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-304-000

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(g) Regulatory Fees and Charges. Shipper shall reimburse Freebird for all fees and charges, including, but not limited to, ACA charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Shipper's Interruptible Storage Service Agreement.

(h) Taxes. Shipper shall be responsible for all taxes and similar assessments described in Section 14, "Taxes," of the General Terms and Conditions of this Gas Tariff, whether or not expressly set forth in a Service Agreement.

5. TERM

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

6. AUTHORIZATION, RATES, TERMS AND CHANGES

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

6.2 Freebird shall have the right to propose to the FERC or other governing regulatory body such changes in its rates and terms and conditions of service as it deems necessary, and the Interruptible Storage Service Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

7. INTERRUPTION OR CURTAILMENT

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

8. EXPIRATION OF TERM

8.1 Withdrawal On or Before End of ISS Service Period. On or before the end of the primary term or any renewed term of the Shipper's Interruptible Storage Service Agreement, Shipper must have physically withdrawn all of the Storage Inventory held in storage for the account of Shipper under such Service Agreement. Except as provided under Section 8.3 below, if such Storage Inventory remains in the Storage Facility on any Day after the end of such service period, Freebird shall have the right, at its sole option, to either (i) attempt to negotiate with Shipper to enter into a new Service Agreement, on an interruptible basis, related to such quantity of Gas remaining in such Storage Inventory after the end of the service period (for example, an IPS Transaction), (ii) take title to the Storage Inventory under the provisions of Section 8.2 below, and/or (iii) resort to a combination of both such remedies. Freebird's election to enter

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into a new Service Agreement will not prevent it from subsequently exercising its rights pursuant to Section 8.2 at any time such Storage Inventory remains in the Storage Facility after the end of the new service period. Freebird's resort to any remedy under this Article 8 will not relieve Shipper of its obligation to pay Freebird for any applicable charges accruing to Shipper's account before such actions are taken.

8.2 Transfer of Title. Pursuant to the above-stated provisions of Section 8.1, but subject to Section 8.3 below, at Freebird's sole option and demand, Shipper shall transfer title to its Storage Inventory to Freebird, free and clear of all liens, encumbrances, and adverse claims of any kind, at a price per Dth equal to the Current Market Price of such Gas, less Freebird's costs related to Shipper's failure to timely remove its Gas, with "Current Market Price" being measured on the date on which Freebird liquidates Shipper's Storage Inventory and which is the lesser of (A) the NYMEX Prompt Month settlement price, as adjusted for the applicable basis differential, and (B) the "balance of month" market price as reflected by Intercontinental Exchange ("ICE") (or the open market price, if ICE has no relevant balance of month price information available on a timely basis.

8.3 Force Majeure. The provisions of Sections 8.1 and 8.2 are subject to the provisions of this Section 8.3. To the extent Shipper is unable to withdraw the Storage Inventory under a Service Agreement before the end of the applicable service period by reason of a suspension of withdrawal rights during the service period caused by Force Majeure declared by Freebird or other curtailment of such rights declared by Freebird, Shipper shall be allowed to nominate to remove all remaining inventories under such Service Agreement, on an interruptible basis and in accordance with Shipper's MDWQ, and Freebird shall refrain from exercising its rights under Sections 8.1 and 8.2, for a reasonable time after the expiry of such Force Majeure or curtailment period (i.e., the same number of Days as Shipper's withdrawal rights were subject to such Force Majeure and/or curtailment period during the service period), provided, however, that after such reasonable time the terms of Sections 8.1 and 8.2 shall once again apply.

9. GENERAL TERMS AND CONDITIONS

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

Effective Date: 10/01/2008 Status: Effective

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IPS RATE SCHEDULE INTERRUPTIBLE PARKING SERVICE

1. AVAILABILITY

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

(a) Freebird has determined that it has operationally available and uncommitted storage capacity and injection and withdrawal capacity to perform the parking service Shipper has requested;

(b) Freebird has determined that the parking service Shipper has requested under this Rate Schedule will not interfere with efficient operation of its System or with Firm services;

(c) Shipper and Freebird have executed a Hub Services Agreement under this Rate Schedule;

(d) Shipper accepts responsibility for arranging any upstream and downstream transportation service required for utilization of the parking service provided under this Rate Schedule; and

(e) Freebird shall not be required to construct, modify, expand or acquire any facilities to enable Freebird to perform any requested service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all Interruptible parking service rendered by Freebird to Shipper through use of Freebird's System pursuant to an executed Hub Services Agreement. Interruptible parking service rendered by Freebird to Shipper under this Rate Schedule shall consist of the receipt, injection, storage, and withdrawal and delivery of Shipper's Gas, on an Interruptible basis, by Freebird. Service under this Rate Schedule includes:

(a) The injection into storage on any Day of Shipper's Gas per Shipper's nomination, up to Shipper's MDIQ as stated in the Hub Services Agreement with Shipper, provided that all Firm service nominations for injection have been satisfied, Shipper delivers the nominated quantity, plus Fuel Reimbursement, at the Point of Injection/Withdrawal located on Freebird's System, and Shipper's Park Balance has not exceeded its MPQ;

(b) The storage of Gas in amounts up to Shipper's MPQ, provided that all Firm service storage obligations have been satisfied; and

(c) The withdrawal from storage on any Day and delivery of Shipper's Gas per Shipper's nomination to the Point of Injection/Withdrawal located on Freebird's System up to Shipper's MDWQ as stated in the Hub Services Agreement with Shipper, provided that all Firm service nominations or withdrawals have been satisfied, and that Shipper has a quantity of Gas stored in Shipper's Park Balance not less than the quantity the Shipper shall have nominated for withdrawal on such Day.

Effective Date: 10/01/2008 Status: Effective

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2.2 Gas which is scheduled for daily injection or withdrawal under this Rate Schedule is subject to interruption based upon changes in Firm storage service nominations received by Freebird or when necessary to maintain the operational integrity of Freebird's System. Prior notice of interruption will be given pursuant to Section 5 of the General Terms and Conditions of this FERC Gas Tariff. In the event that Freebird notifies the Shipper of an interruption in service under this Rate Schedule, the Shipper must cease injections or withdrawals, in whole or in part, as specified by Freebird.

2.3 To the extent storage capacity which is being utilized by an Interruptible Shipper hereunder is needed by Freebird in order to satisfy Freebird's Firm service obligations or such capacity is otherwise necessary to avoid adverse impact on the operation of Freebird's System, Freebird may require Shipper to withdraw all, or any portion of, the Park Balance held in storage by Freebird under this Rate Schedule for the account of Shipper. Freebird will notify the Shipper of the need to withdraw Gas and the quantity to be withdrawn, and shall specify the time period in which the Shipper must comply with the notice. Freebird's notice to Shipper may be given orally, but shall be confirmed in writing via U.S. mail, e-mail, instant messaging or facsimile to the Shipper. Unless Freebird otherwise agrees, Shipper shall be required to make nominations ratably over the specified time period. During the period specified by Freebird for withdrawal, Shipper may negotiate a sale in place of its Gas in storage to another Shipper with storage capacity available under one of Freebird's Rate Schedules pursuant to Section 18 of this FERC Gas Tariff. If Shipper fails to withdraw or sell in place such Park Balance within the time period specified by Freebird, then Freebird may take, free and clear of any adverse title, claims or liens, title to such IPS Park Balance as Shipper was instructed to withdraw, at a price per Dth equal to the Current Market Price (as defined in Section 8 below), less Freebird's costs related to Shipper's failure to timely remove its Gas, and Freebird shall credit such proceeds to any amount owed by Shipper to Freebird; provided, however, that for each Day Freebird is unable to schedule the withdrawal of Shipper's Gas, the period specified for withdrawal shall be extended by a corresponding number of Days.

3. OVERRUN SERVICE

3.1 Provided it can be accomplished by Freebird without detriment to Freebird's System and Freebird has injection capacity available, Freebird may, upon request of Shipper and after confirmation by Shipper's Transporter, schedule and inject on an Interruptible basis quantities of Gas in excess of Shipper's MDIQ, provided that Shipper's Interruptible Park Balance has not exceeded Shipper's MPQ. Such Overrun Quantities shall be subject to the charge set forth in Section 4(d) of this Rate Schedule.

3.2 Provided it can be accomplished by Freebird without detriment to Freebird's System and Freebird has withdrawal capacity available, Freebird may, upon request of Shipper and after confirmation by Shipper's Transporter, schedule and withdraw on an Interruptible basis quantities of Gas in excess of Shipper's MDWQ, provided that Shipper has a quantity of Gas in Shipper's Interruptible Park Balance not less than the quantities Shipper shall have nominated for withdrawal on such Day. Such Overrun Quantities shall be subject to the charge set forth in Section 4(e) of this Rate Schedule.

3.3 Freebird shall have the right to interrupt or not to schedule all or part of the Overrun Quantities nominated, subject to Section 5 of the General Terms and Conditions of this FERC Gas Tariff, in which event Freebird shall notify Shipper.

Effective Date: 10/01/2008 Status: Effective
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4. RATES AND CHARGES

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

(a) Interruptible Parking Charge. A charge for each Dth of IPS available to Shipper (Shipper's MPQ). The charge may be on a daily, monthly or other basis per agreement between Freebird and Shipper.

(b) Interruptible Parking Injection Charge. A usage charge for each Dth of Shipper's Gas (including fuel, if applicable) injected into Freebird's facilities pursuant to Section 2.1(a) of this Rate Schedule during a given invoice period.

(c) Interruptible Parking Withdrawal Charge. A usage charge for each Dth of Shipper's Gas (including fuel, if applicable) withdrawn from Freebird's facilities pursuant to Section 2.1(c) of this Rate Schedule during a given invoice period.

(d) Overrun Injection Charge. A usage charge for each Dth of Gas (including fuel, if applicable) injected into Freebird's facilities pursuant to Section 3.1 of this Rate Schedule during a given Month.

(e) Overrun Withdrawal Charge. A usage charge for each Dth of Gas (including fuel, if applicable) withdrawn from Freebird's facilities pursuant to Section 3.2 of this Rate Schedule during a given Month.

(f) Fuel Reimbursement. The amount of Gas or equivalent charge for fuel and losses determined in accordance with Section 17 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Shipper's Hub Services Agreement.

(g) Regulatory Fees and Charges. Shipper shall reimburse Freebird for all fees and charges, including, but not limited to, ACA charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Shipper's Hub Services Agreement.

(h) Taxes. Shipper shall be responsible for all taxes and similar assessments described in Section 14, "Taxes," of the General Terms and Conditions of this Gas Tariff, whether or not expressly set forth in a Service Agreement.

5. TERM

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

6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The Hub Services Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the FERC, and any state or local governmental agency having

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jurisdiction, of requisite authorization for Freebird to provide the parking service contemplated hereby and to construct and operate the Gas storage facilities necessary to provide such parking service and for any connected pipeline to transport Gas to/from the Point of Injection/Withdrawal necessary to effect the parking service provided for herein.

6.2 Freebird shall have the right to propose to the FERC or any other governing regulatory body such changes in its rates and terms and conditions of service as it deems necessary, and the Hub Services Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

7. INTERRUPTION OR CURTAILMENT

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

8. EXPIRATION OF TERM

8.1 Withdrawal On or Before End of IPS Service Period. On or before the end of the primary term or any renewed term of the Shipper's Interruptible Parking Service Agreement, Shipper must have physically withdrawn all of the Park Balance held in storage by Freebird under this Rate Schedule for the account of Shipper. Except as provided under Section 8.3 below, if such Storage Inventory remains in the Storage Facility on any Day after the end of such service period, Freebird shall have the right, at its sole option, to either (i) attempt to negotiate with Shipper to enter into a new Service Agreement, on an interruptible basis, related to such quantity of Gas remaining in such Storage Inventory after the end of the service period (for example, a new IPS Service Agreement), (ii) take title to the Storage Inventory under the provisions of Section 8.2 below, and/or (iii) resort to a combination of both such remedies. Freebird's election to enter into a new Service Agreement will not prevent it from subsequently exercising its rights pursuant to Section 8.2 at any time such Storage Inventory remains in the Storage Facility after the end of the new service period. Freebird's resort to any remedy under this Article 8 will not relieve Shipper of its obligation to pay Freebird for any applicable charges accruing to Shipper's account before such actions are taken.

8.2 Transfer of Title. Pursuant to the above-stated provisions of Section 8.1, but subject to Section 8.3 below, at Freebird's sole option and demand, Shipper shall transfer title to its Storage Inventory to Freebird, free and clear of all liens, encumbrances, and adverse claims of any kind, at a price per Dth equal to the Current Market Price of such Gas, less Freebird's costs related to Shipper's failure to timely remove its Gas, with "Current Market Price" being measured on the date on which Freebird liquidates Shipper's Storage Inventory and which is the lesser of (A) the NYMEX Prompt Month settlement price, as adjusted for the applicable basis differential, and (B) the "balance of month" market price as reflected by Intercontinental Exchange ("ICE") (or the open market price, if ICE has no relevant balance of month price information available on a timely basis.8.3 Force Majeure. The provisions of Sections 8.1 and 8.2 are subject to the provisions of this Section 8.3. To the extent Shipper is unable to withdraw the Storage Inventory under a Service Agreement before the end of the applicable service period by reason of a suspension of withdrawal rights during the service period caused by Force Majeure declared by Freebird or other curtailment of such rights declared by

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Freebird, Shipper shall be allowed to nominate to remove all remaining inventories under such Service Agreement, on an interruptible basis and in accordance with Shipper's MDWQ, and Freebird shall refrain from exercising its rights under Sections 8.1 and 8.2, for a reasonable time after the expiry of such Force Majeure or curtailment period (i.e., the same number of Days as Shipper's withdrawal rights were subject to such Force Majeure and/or curtailment period during the service period), provided, however, that after such reasonable time the terms of Sections 8.1 and 8.2 shall once again apply.

9. GENERAL TERMS AND CONDITIONS

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

Effective Date: 10/01/2008 Status: Effective

FERC Docket: RP08-304-000

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ILS RATE SCHEDULE INTERRUPTIBLE LOAN SERVICE

1. AVAILABILITY

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

(a) Freebird has determined that it has operationally available and uncommitted storage capacity, injection or withdrawal capacity to perform the service Shipper has requested;

(b) Freebird has determined that the service Shipper has requested under this Rate Schedule will not interfere with efficient operation of its System or with Firm service;

(c) Shipper and Freebird have executed a Hub Services Agreement under this Rate Schedule;

(d) Shipper accepts responsibility for arranging any upstream and downstream transportation service required for utilization of the loan service provided under his Rate Schedule; and

(e) Freebird shall not be required to construct, modify, expand or acquire any facilities to enable Freebird to perform any requested service under this RateSchedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all Interruptible loan service rendered by Freebird to Shipper through use of Freebird's System pursuant to an executed Hub Services Agreement. Interruptible loan service rendered by Freebird to Shipper under this Rate Schedule shall consist of the advancement to Shipper, upon nomination and subsequent confirmation, of daily quantities of Gas in storage not to exceed Shipper's MDWQ up to Shipper's MLQ, as stated in the Hub Services Agreement with Shipper, provided that all Firm service nominations for withdrawal have been satisfied and System needs allow. Shipper agrees to replace the borrowed quantities of Gas to Freebird at a time to be agreed upon as set forth in the Hub Services Agreement. If Shipper fails to return Gas advanced by Freebird to Shipper on or before the agreed date and time, the terms of Section 8.0 below shall apply.

2.2 To the extent Freebird advances Gas to an Interruptible Shipper which is needed by Freebird in order to satisfy Freebird's obligations to Firm service Shippers or the Gas is otherwise necessary to meet System needs, Freebird may with reasonable and nondiscriminatory discretion and upon giving notice to Shipper, interrupt the continuation of any or all services hereunder and require Shipper to replace or replenish all, or any portion, of the Loan Balance borrowed by Shipper. Freebird will notify the Shipper of the need to replace or replenish Gas and the quantity to be replaced or replenished and shall specify the time period in which the Shipper must comply with the notice. Freebird's notice to Shipper may be given orally, but shall be confirmed in writing via U.S. mail, electronic-mail, facsimile, instant messaging or other method to Shipper. Unless Freebird otherwise agrees, Shipper shall be required to make injections ratably over the specified time period. If Shipper fails to replace or replenish borrowed Gas to Freebird as directed within the period specified by Freebird, Freebird will have the right to treat the loaned quantities that have not been returned as a sale of such loaned quantities to Shipper, at a price per Dth equal to the Current Market Price (as defined in Section 8 below), plus Freebird's costs related to Shipper's failure to timely

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return the loaned Gas. Freebird will invoice Shipper for such amount, and Shipper's loaned quantities with respect to the relevant Service Agreement will be decreased accordingly upon Shipper's payment therefor. The sale of Gas to Shipper under this section will not relieve Shipper of its obligation to pay Freebird all applicable charges that accrued before such sale. Notwithstanding anything else herein to the contrary, to the extent Shipper is unable to return all or any portion of loaned quantities because of an interruption of Shipper's injection service, Shipper shall be allowed to return such loaned quantities within a reasonable time period following the expiry of such interruption.

3. OVERRUN SERVICE

3.1 Provided it can be accomplished by Freebird without detriment to Freebird's System and Freebird has injection capacity available, Freebird may, upon request of Shipper and after confirmation by Shipper's Transporter, schedule and inject on an Interruptible basis quantities of Gas in excess of Shipper's MDIQ. Such Overrun Quantities shall be subject to the charge set forth in Section 4(d) of this Rate Schedule.

3.2 Provided it can be accomplished by Freebird without detriment to Freebird's System and Freebird has withdrawal capacity available, Freebird may, upon request of Shipper and after confirmation by Shipper's Transporter, schedule and withdraw on an Interruptible basis quantities of Gas in excess of Shipper's MDWQ, provided that the quantities Shipper shall have nominated for withdrawal on such Day will not cause Shipper's Loan Balance to exceed Shipper's MLQ. Such Overrun Quantities shall be subject to the charge set forth in Section 4(e) of this Rate Schedule.

3.3 Freebird shall have the right to interrupt or not to schedule all or part of the Overrun Quantities nominated, subject to Section 5 of the General Terms and Conditions of this FERC Gas Tariff, in which event Freebird shall notify Shipper.

4. RATES AND CHARGES

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

(a) Interruptible Loan Charge. A charge for each Dth of ILS available to Shipper (Shipper's MLQ). The charge may be on a daily, monthly, or other basis per agreement between Freebird and Shipper.

(b) Interruptible Loan Injection Charge. A usage charge for each Dth of Gas (including fuel, if applicable) injected into Freebird's facilities pursuant to Section 2.1 of this Rate Schedule.

(c) Interruptible Loan Withdrawal Charge. A usage charge for each Dth of Gas (including fuel, if applicable) withdrawn from Freebird's facilities pursuant to Section 2.1 of this Rate Schedule.

(d) Overrun Injection Charge. A usage charge for each Dth of Gas (including fuel, if applicable) injected into Freebird's facilities pursuant to Section 3.1 of this Rate Schedule during a given Month.

Effective Date: 10/01/2008 Status: Effective
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(e) Overrun Withdrawal Gas. A usage charge for each Dth of Gas (including fuel, if applicable) withdrawn from Freebird's facilities pursuant to Section 3.2 of this Rate Schedule during a given Month.

(f) Fuel Reimbursement. The amount of Gas or equivalent charge for fuel and losses determined in accordance with Section 17 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Shipper's Hub Services Agreement.

(g) Regulatory Fees and Charges. Shipper shall reimburse Freebird for all fees and charges, including, but not limited to, ACA charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Shipper's Hub Services Agreement.

(h) Taxes. Shipper shall be responsible for all taxes and similar assessments described in Section 14, "Taxes," of the General Terms and Conditions of this Gas Tariff, whether or not expressly set forth in a Service Agreement.

5. TERM

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

6. AUTHORIZATION, RATES, TERMS AND CHANGES

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

6.2 Freebird shall have the right to propose to the FERC or any other governing regulatory body such changes in its rates and terms and conditions of service as it deems necessary, and the Hub Services Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

7. INTERRUPTION OR CURTAILMENT

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

Effective Date: 10/01/2008 Status: Effective

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8. EXPIRATION OF TERM

8.1 Failure to Return Gas. On or before the end of an ILS service period, Shipper must have delivered to the Storage Facility a volume of Gas equal to the loaned quantities borrowed by Shipper under the relevant Service Agreement. Except as provided under Section 8.3 below, if Shipper fails to re-deliver all loaned quantities on or before the last Day of the service period, Freebird will have the right, at its sole option, to either (i) attempt to negotiate with Shipper to enter into a new Service Agreement, on an interruptible basis, related to such unreturned loaned quantities (for example, a new ILS Service Agreement), (ii) treat the loaned quantities that have not been re-delivered as a sale of such loaned quantities to Shipper under the terms set forth in Section 8.2, and/or (iii) resort to a combination of both such remedies. Freebird's election to enter into a new Service Agreement will not prevent it from subsequently exercising its rights pursuant to Section 8.2 at any time loaned quantities have not been re-delivered to Freebird after the end of the new service period. Freebird's resort to any remedy under this Article 8 will not relieve Shipper of its obligation to pay Freebird for any applicable charges accruing to Shipper's account before such actions are taken.

8.2 Transfer of Title. Pursuant to the provisions of Section 8.1 above, but subject to Section 8.3 below, at Freebird's sole option, Freebird shall charge Shipper, and Shipper shall pay within ten (10) Days of Freebird's invoice, for a quantity of Gas thermally equivalent to the loaned quantities that were not returned to Freebird, at a price per Dth equal to the Current Market Price of such Gas, plus Freebird's costs related to Shipper's failure to timely return the loaned Gas, with "Current Market Price" being measured on the date on which Freebird liquidates Shipper's outstanding ILS quantities and which is the greater of (A) the NYMEX Prompt Month settlement price, as adjusted for the applicable basis differential, and (B) the "balance of month" market price as reflected by Intercontinental Exchange ("ICE") (or the open market price, if ICE has no relevant balance of month price information available on a timely basis). Freebird will invoice Shipper for such amount and Shipper's loaned quantities with respect to the relevant Service Agreement will be decreased accordingly upon Shipper's payment therefor.

8.3 Force Majeure. The provisions of Sections 8.1 and 8.2 are subject to the provisions of this Section 8.3. To the extent Shipper is unable to deliver to the Storage Facility a volume of gas equal to the loaned quantities borrowed by Shipper under a Service Agreement before the end of the applicable service period by reason of suspension of injection rights during the service period caused by Force Majeure declared by Freebird or other curtailment of such rights declared by Freebird, Shipper shall be allowed to nominate to deliver to the Storage Facility all remaining loaned quantities under such Service Agreement, on an interruptible basis and in accordance with Shipper's MDIQ, and Freebird shall refrain from exercising its rights under Sections 8.1 and 8.2, for a reasonable time after the expiry of such Force Majeure or curtailment period (i.e., the same number of Days as Shipper's injection rights were subject to such Force Majeure and/or curtailment period during the initial service period), provided, however, that after such reasonable time the terms of Sections 8.1 and 8.2 shall once again apply.

9. GENERAL TERMS AND CONDITIONS

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

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-304-000

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IBS RATE SCHEDULE
INTERRUPTIBLE BALANCING SERVICE

1. AVAILABILITY

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

(a) Freebird has determined that it has operationally available and uncommitted Gas or storage capacity, injection or withdrawal capacity to perform the service Shipper has requested;

(b) Freebird has determined that the service Shipper has requested will not interfere with efficient operation of its System or with Firm service;

(c) Shipper and Freebird have executed a Hub Services Agreement under this Rate Schedule;

(d) Shipper accepts responsibility for arranging any upstream and downstream transportation service required for utilization of the balancing service provided under this Rate Schedule; and

(e) Freebird shall not be required to construct, modify, expand or acquire any facilities to enable Freebird to perform any requested service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all Interruptible balancing service rendered by Freebird to Shipper through use of Freebird's System pursuant to an executed Hub Services Agreement.

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

(a) The injection into storage on any Day of Shipper's Gas which is in excess of the quantity of Gas nominated for injection by Shipper at the Point of Injection/Withdrawal under a Rate Schedule set forth in this FERC Gas Tariff, provided that all Firm service nominations for injection have been satisfied and Shipper has sufficient capacity available as part of its Interruptible MBQ to accommodate the unnominated injection quantity;

(b) The storage of Gas in amounts up to Shipper's Interruptible MBQ, provided that all Firm service storage obligations and System needs have been satisfied; or

(c) The withdrawal from storage on any Day of Shipper's Gas at the Point of Injection/Withdrawal which is in excess of the quantity of Gas nominated for withdrawal by Shipper at the Point of Injection/Withdrawal under a Rate Schedule set forth in this FERC Gas Tariff, provided that all Firm service nominations for withdrawal and System needs have been satisfied, and that Shipper has a quantity of Gas stored in its working Storage Inventory under any Rate Schedule not less than the unnominated quantity the Shipper shall have withdrawn on such Day.

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-304-000

Original Sheet No. 39 Original Sheet No. 39 : Suspended

2.3 To the extent storage capacity or Gas which is being utilized by a Shipper under this Rate Schedule is needed by Freebird in order to satisfy Freebird's obligations under FSS Service Agreements or is otherwise necessary to avoid adverse impact on the operation of Freebird's System, Freebird may require Shipper to withdraw or repay all, or any portion of, the IBS Gas quantities held or loaned by Freebird under this Rate Schedule for the account of Shipper. Freebird will notify the Shipper of the need to withdraw or repay Gas and the quantity to be withdrawn or repaid, and shall specify the time period in which the Shipper must comply with the notice. Freebird's notice to Shipper may be given orally, but shall be confirmed in writing via e-mail or facsimile to the Shipper. Unless Freebird otherwise agrees, Shipper shall be required to make nominations ratable over the specified time period. If Shipper fails to withdraw such IBS Gas quantities within the time period specified by Freebird, then Freebird may take, free and clear of any adverse title, claims or liens, title to such IBS Storage Inventory as Shipper was instructed to withdraw, at a price per Dth equal to the Current Market Price (as defined in Section 7 below), less Freebird's costs related to Shipper's failure to timely remove its Gas, and Freebird shall credit such proceeds to any amount owed by Shipper to Freebird. If Shipper fails to inject such IBS Gas quantities within the time period specified by Freebird, Freebird will have the right to treat such IBS Gas quantities that have not been returned as a sale of such Gas quantities to Shipper, at a price per Dth equal to the Current Market Price (as defined in Section 7 below), plus Freebird's costs related to Shipper's failure to timely return the loaned Gas. Freebird will invoice Shipper for such amount, and Shipper's IBS Gas quantities owed to Freebird will be decreased accordingly upon Shipper's payment therefor. The sale of Gas to Shipper under this section will not relieve Shipper of its obligation to pay Freebird all applicable charges that accrued before such sale.

3. RATES AND CHARGES

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

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

(b) Interruptible Balancing Injection Charge. A charge for each Dth of Gas (including fuel, if applicable) injected into Freebird's facilities pursuant to Section 2.1(a) of this Rate Schedule during a given invoice period.

(c) Interruptible Balancing Withdrawal Charge. A charge for each Dth of Gas (including fuel, if applicable) withdrawn from Freebird's facilities pursuant to Section 2.1(c) of this Rate Schedule during a given invoice period.

(d) Fuel Reimbursement. The amount of Gas or equivalent charge for fuel and losses determined in accordance with Section 17 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Shipper's Hub Services Agreement.

(e) Regulatory Fees and Charges. Shipper shall reimburse Freebird for all fees and charges, including, but not limited to, ACA charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Shipper's Hub Services Agreement.

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-304-000

Original Sheet No. 40 Original Sheet No. 40 : Suspended

(f) Taxes. Shipper shall be responsible for all taxes and similar assessments described in Section 14, "Taxes," of the General Terms and Conditions of this Gas Tariff, whether or not expressly set forth in a Service Agreement.

4. TERM

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

5. AUTHORIZATION, RATES, TERMS AND CHANGES

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

5.2 Freebird shall have the right to propose to the FERC or any other governing regulatory body such changes in its rates and terms and conditions of service as it deems necessary, and the Hub Services Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

6. INTERRUPTION OR CURTAILMENT

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

7. EXPIRATION OF TERM

7.1 Withdrawal / Return of IBS Gas Quantities. On or before the end of an IBS service period, Shipper must have withdrawn from or delivered to the Storage Facility, as applicable, a volume of Gas equal to the IBS Gas quantities injected into storage or borrowed by Shipper, as the case may be, under this Rate Schedule. Except as provided under Section 7.3 below, if Shipper fails to withdraw / re-deliver all IBS Gas quantities on or before the last Day of the service period, Freebird will have the right, at its sole option, to either (A) in the case of IBS Gas quantities improperly left in the Storage Facility: (i) attempt to negotiate with Shipper to enter into a new Service Agreement, on an interruptible basis, related to such IBS Gas quantities (for example, a new IPS Service Agreement), (ii) take title to IBS Gas quantities under the provisions of Section 7.2 below, and/or (iii) resort to a combination of both such remedies; or (B) in the case of IBS Gas quantities borrowed by Shipper but not returned: (i) attempt to negotiate with Shipper to enter into a new Service Agreement, on an interruptible basis, related to such unreturned IBS Gas quantities (for example, a new ILS Service Agreement), (ii) treat the IBS Gas quantities that have not been re-delivered as a sale of such IBS Gas quantities to Shipper under the terms set forth in Section 7.2, and/or (iii) resort to a combination of both such remedies. Freebird's election to enter into a new Service Agreement will not prevent it from subsequently exercising its rights pursuant to Section 7.2 at any time IBS Gas quantities

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-304-000

Original Sheet No. 41 Original Sheet No. 41 : Suspended

have not been withdrawn / re-delivered to Freebird after the end of the new service period. Freebird's resort to any remedy under this Article 7 will not relieve Shipper of its obligation to pay Freebird for any applicable charges accruing to Shipper's account before such actions are taken.

7.2 Transfer of Title. Pursuant to the provisions of Section 7.1 above, but subject to Section 7.3 below, at Freebird's sole option, Freebird shall (A) in the case of IBS Gas quantities improperly left in the Storage Facility: (i) take title to such Gas quantities free and clear of all liens, encumbrances, and adverse claims of any kind, at a price per Dth equal to the Current Market Price of such Gas, less Freebird's costs related to Shipper's failure to timely remove its gas, with "Current Market Price" being measured on the date on which Freebird liquidates Shipper's outstanding IBS Gas quantities and which is the greater of (a) the NYMEX Prompt Month settlement price, as adjusted for the applicable basis differential, and (b) the "balance of month" market price as reflected by Intercontinental Exchange ("ICE") (or the open market price, if ICE has no relevant balance of month price information available on a timely basis); and/or (B) in the case of IBS Gas quantities borrowed by Shipper but not returned: charge Shipper, and Shipper shall pay within ten (10) Days of Freebird's invoice, for a quantity of Gas thermally equivalent to the IBS Gas quantities that were not returned to Freebird, at a price per Dth equal to the Current Market Price of such Gas (as defined above) plus Freebird's costs related to Shipper's failure to timely return the loaned Gas.

7.3 Force Majeure. The provisions of Sections 7.1 and 7.2 are subject to the provisions of this Section 7.3. To the extent Shipper is unable to deliver to the Storage Facility IBS Gas quantities borrowed by Shipper before the end of the applicable service period by reason of suspension of injection rights during the service period caused by Force Majeure declared by Freebird or other curtailment of injection rights declared by Freebird, Shipper shall be allowed to nominate to deliver to the Storage Facility all remaining IBS Gas quantities under such Service Agreement, on an interruptible basis and in accordance with Shipper's MDIQ, and Freebird shall refrain from exercising its rights under Sections 7.1 and 7.2, for a reasonable time after the expiry of such Force Majeure or curtailment period (i.e., the same number of Days as Shipper's injection rights were subject to such Force Majeure and/or curtailment period during the initial service period), provided, however, that after such reasonable time the terms of Sections 7.1 and 7.2 shall once again apply. Likewise, to the extent Shipper is unable to withdraw IBS Gas quantities before the end of the applicable service period by reason of a suspension of withdrawal rights during the service period caused by Force Majeure declared by Freebird or other curtailment of withdrawal rights declared by Freebird, Shipper shall be allowed to nominate to remove all remaining inventories under such Service Agreement, on an interruptible basis and in accordance with Shipper's MDWQ, and Freebird shall refrain from exercising its rights under Sections 7.1 and 7.2, for a reasonable time after the expiry of such Force Majeure or curtailment period (i.e., the same number of Days as Shipper's withdrawal rights were subject to such Force Majeure and/or curtailment period during the service period), provided, however, that after such reasonable time the terms of Sections 7.1 and 7.2 shall once again apply.

8. GENERAL TERMS AND CONDITIONS

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

Effective Date: 10/01/2008 Status: Effective

FERC Docket: RP08-304-000

Original Sheet No. 42-99 Original Sheet No. 42-99 : Suspended

ORIGINAL SHEET NOS. [42 - 99] ARE RESERVED FOR FUTURE USE.

Effective Date: 12/01/2009 Status: Effective
FERC Docket: RP10-140-000

First Revised Sheet No. 100 First Revised Sheet No. 100
Superseding: Superseding Original Sheet No. 100

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Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-304-002

Substitute Original Sheet No. 101 Substitute Original Sheet No. 101
Superseding: Superseding Original Sheet No. 101

GENERAL TERMS AND CONDITIONS

1. APPLICABILITY

These General Terms and Conditions shall apply to all Gas services rendered by Freebird under any Service Agreement, including, but not limited to, service under Rate Schedules FSS, ISS, IPS, ILS, and IBS, provided that in the event of any inconsistency the terms of the Rate Schedules shall control.

2. DEFINITIONS

2.1 Reserved for Future use.

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

2.3 "Business Day" means Monday through Friday, excluding Federal Banking Holidays in the United States.

2.4 "Central Clock Time" or "CCT" means central daylight time when daylight savings time is in effect and central standard time when daylight savings time is not in effect.

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

2.6 "Credit Support Provider" means a party providing a guarantee in favor of Freebird as the beneficiary thereof, in a form acceptable to Freebird in its sole but reasonable judgment, securing the obligations of Shipper under one or more Service Agreements.

2.7 "Critical Notices" mean information pertaining to Freebird conditions that affect scheduling or adversely affect scheduled Gas flow.

2.8 "Cubic foot of Gas" equals the volume of Gas that occupies one cubic foot at a temperature of 60 degrees Fahrenheit, a pressure of 14.73 psia, and dry.

2.9 "Day" or "Gas Day" means a period of twenty-four (24) consecutive hours, beginning and ending at 9:00 a.m. CCT. Standard time for the Gas Day is 9 a.m. to 9 a.m. (Central Clock Time).

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

Effective Date: 10/01/2008 Status: Effective

FERC Docket: RP08-304-000

Original Sheet No. 102 Original Sheet No. 102 : Suspended

2.11 "Elapsed Prorata Capacity" means that portion of the capacity that would have theoretically been available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly use of the capacity.

2.12 "Elapsed Prorated Scheduled Quantity" means that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the Intraday nomination being confirmed, based upon a cumulative uniform hourly quantity for each nomination period affected.

2.13 "FERC" or "Commission" means the Federal Energy Regulatory Commission or any successor agency.

2.14 "Firm" means the storage service provided under Rate Schedule FSS pursuant to which Shipper's storage injection or storage withdrawal nominations shall be the first scheduled and the last subject to interruption.

2.15 "Freebird" means Freebird Gas Storage, L.L.C., or its successors.

2.16 "Fuel Reimbursement" means the amount of Gas or equivalent charge for fuel and losses determined in accordance with Section 17 of these General Terms and Conditions and set forth in Shipper's applicable Service Agreement.

2.17 "Gas" means natural gas in its natural state, produced from wells, including casinghead gas produced with crude oil, natural gas from gas wells and residue gas resulting from processing both casinghead gas and gas well gas.

2.18 "Internet Web Site" means Freebird's HTML site accessible via the Internet's World Wide Web, www.enstorinc.com/fac_freebird.php, including the password-accessible section of the site.

2.19 "Interruptible" means that the injection, withdrawal, and balancing of Shipper's Gas, and the storage, parking and loan of Shipper's Gas under (as applicable) Rate Schedules ISS, IPS, ILS, or IBS, which is subject to interruption at any time by Freebird.

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

2.21 "Loan Balance" means the quantity of Gas, expressed in Dth, that Freebird has loaned to Shipper under Rate Schedule ILS, provided that the Loan Balance shall never exceed Shipper's Maximum Loan Quantity specified in Shipper's Hub Services Agreement.

2.22 "Long Term Firm Storage Service Agreement" means a Firm Storage Service Agreement with a primary term of one year or more.

2.23 "Maximum Balance Quantity" or "MBQ" means the maximum quantity of Gas, expressed in Dth, that Shipper is permitted to have in storage in Freebird's System under Rate Schedule IBS at any given time, as specified in Shipper's Hub Services Agreement.

2.24 "Maximum Daily Injection Quantity" or "MDIQ" means the maximum quantity of Gas, expressed in Dth, specified in Shipper's Service Agreement and/or Shipper's Hub Services Agreement, as

Effective Date: 10/01/2008 Status: Effective

FERC Docket: RP08-304-000

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applicable, that Shipper may nominate and that Freebird shall receive at the Point of Injection/Withdrawal for injection into storage each Day.

2.25 "Maximum Daily Withdrawal Quantity" or "MDWQ" means the maximum quantity of Gas, expressed in Dth, specified in Shipper's Service Agreement and/or Shipper's Hub Services Agreement, as applicable, that Shipper may nominate and that Freebird shall withdraw from storage and tender to Shipper at the Point of Injection/Withdrawal each Day.

2.26 "Maximum Loan Quantity" or "MLQ" means the maximum quantity of Gas, expressed in Dth, that Freebird is obligated to loan to Shipper at Freebird's System under Rate Schedule ILS, as specified in Shipper's Hub Services Agreement.

2.27 "Maximum Park Quantity" or "MPQ" means the maximum quantity of Gas, expressed in Dth, that Shipper is permitted to have in storage in Freebird's System under Rate Schedule IPS at any given time, as specified in the applicable Shipper's Hub Services Agreement.

2.28 "Maximum Storage Quantity" or "MSQ" means the maximum quantity of Gas, expressed in Dth, that Shipper is permitted to have in storage in Freebird's System at any given time, as specified in Shipper's Service Agreement and/or Shipper's Hub Services Agreement, as applicable.

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

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

2.31 "Overrun Quantity" means any quantity of Gas that is in excess of Shipper's MDIQ or MDWQ entitlements as set forth in Shipper's Service Agreement and/or Shipper's Hub Services Agreement. Such quantities shall be deemed an Interruptible service.

2.32 "Park Balance" means the quantity of Gas, expressed in Dth, that Shipper has in Freebird's System for Shipper's account under a Service Agreement for parking service, provided that the Park Balance shall never exceed Shipper's Maximum Park Quantity specified in Shipper's Hub Services Agreement.

2.33 "Party" means either Freebird or Shipper; "Parties" means Freebird and Shipper, collectively.

2.34 "Performance Assurance" has the meaning ascribed to such term in Section 3.4.

2.35 "Point of Injection/Withdrawal" means the point, as designated by Shipper and Freebird in the relevant Service Agreement, where Freebird receives Gas from Shipper for Shipper's account or delivers Gas to Shipper for Shipper's account.

2.36 "Potential Shipper" means any individual or entity that desires to execute a Service Agreement with Freebird.

Effective Date: 10/01/2008 Status: Effective

FERC Docket: RP08-304-000

Original Sheet No. 104 Original Sheet No. 104 : Suspended

2.37 "Potential Replacement Shipper" means any individual or entity that desires to assume any released rights to capacity of Releasing Shipper.

2.38 "Psia" means pounds per square inch absolute.

2.39 "Psig" means pounds per square inch gauge.

2.40 "Qualified Institution" means the domestic office of a commercial bank or trust company that is not an Affiliate of Shipper and that has assets of at least \$10 billion and credit ratings of at least A- by Standard & Poor's Corporation and at least A3 by Moody's Investor Service.

2.41 "Qualified Shipper" means a party who (A) has been placed on Freebird's approved customer list because such party: (i) has satisfied Freebird's creditworthiness requirements as outlined in this Gas Tariff (which creditworthiness shall be reevaluated and updated as often as Freebird deems necessary in its reasonable discretion) or has provided or caused to be provided Performance Assurance as necessary, (ii) has provided all information required under this Gas Tariff when requested, and (iii) has executed and delivered a relevant Service Agreement (or Capacity Release Umbrella Agreement, if applicable) or, with regards to a potential new customer wishing to bid in an open season, such party agrees to execute a Service Agreement as required under the open season procedures of this Tariff, and (B) remains on Freebird's approved customer list because such party (i) continues to meet Freebird's creditworthiness requirements or to provide or have provided on its behalf Performance Assurance as necessary, (ii) has an effective Service Agreement (and Capacity Release Umbrella Agreement, if applicable) on file with Freebird, and (iii) has not been suspended from the approved customer list because of a Shipper default, including, without limitation, failure to pay all or any part of a bill for service.

2.42 "Reference Price" means either the Daily Reference Price or the Monthly Reference Price, as applicable, and calculated as follows. "Daily Reference Price" for the Freebird Storage Facility will be the midpoint price for "Tennessee, La., 500 Leg" reported in Platts Gas Daily (or any successor publication), provided if the relevant Point of Injection/Withdrawal is not that point where Freebird interconnects with the pipeline facilities of Tennessee Gas Pipeline Company (the "Tennessee Point"), such Daily Reference Price will be adjusted by the transportation costs between the relevant Point of Injection/Withdrawal and the Tennessee Point. The "Monthly Reference Price" for the Freebird Storage Facility will be the arithmetic average of the applicable Daily Reference Prices for each Day of the relevant 30 day period, including weekend deals. If at any time the Daily midpoint prices for the applicable reference points are not published in the manner previously described, the Substitute Reference Price shall then become the "Daily Reference Price" or "Monthly Reference Price," as applicable.

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

2.44 "Replacement Shipper" means a Shipper who has assumed any released rights to capacity of a Releasing Shipper.

2.45 "Service Agreement" means a Firm Storage Service Agreement, an Interruptible Storage Service Agreement, a Hub Services Agreement or a Capacity Release Umbrella Agreement.

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-304-000

Original Sheet No. 105 Original Sheet No. 105 : Suspended

2.46 "Shipper" means the party (a) that holds all lawful title and/or right to the Gas that is being stored or parked or that borrows Gas from Freebird, and (b) who executes a Service Agreement with Freebird.

2.47 "Storage Inventory" means the quantity of working Gas, expressed in Dth, that a Shipper has in place in Freebird's storage facilities for Shipper's account, provided that the Storage Inventory shall never exceed Shipper's Maximum Storage Quantity.

2.48 "Storage Reservation Charge" means the demand charge paid by Shipper to reserve capacity under a Firm Storage Service Agreement.

2.49 "Substitute Reference Price" means the substitute "Reference Price" as determined by the following procedures: If at any time the Reference Price is no longer published in the manner described in the definition for Reference Price, Freebird shall provide notice ("Substitute Reference Price Notice") thereof to Shipper, in which event the Parties shall attempt to agree on a Substitute Reference Price. If the Parties are unable to reach agreement on a Substitute Reference Price within 15 Business Days following delivery of the Substitute Reference Price Notice, either Party will be entitled to require that the determination thereof be submitted for resolution to an independent consultant having the requisite expertise, selected by Freebird in its sole but reasonable discretion. The independent consultant will be instructed to select a price reference or index that, in the reasonable and fair opinion of the independent consultant, most accurately reflects, as applicable, the Daily or Monthly spot-market price for gas delivered on the relevant Transporter by way of an inventory transfer. The independent consultant's determination shall be final and binding on the Parties.

2.50 "System" or "Storage Facility" means the storage facilities, flow lines, lateral, measurement, compression, and related facilities owned, leased, or operated by or for Freebird in Lamar County, Alabama.

2.51 "Title Transfer" means the change of title to Gas between parties at a location.

2.52 "Title Transfer Tracking" means the process of accounting for the progression of title change from party to party that does not effect a physical transfer of the Gas.

2.53 "Title Transfer Tracking Service Provider" or "TTTSP" means a party conducting the title transfer tracking activity.

2.54 "Transporter" means the upstream or downstream pipeline transporter designated to deliver or receive Gas to/from the Point of Injection/Withdrawal on behalf of Shipper.

3. REQUEST FOR SERVICE

3.1 Open Season.

(a) Notice of open season. Upon the availability of firm capacity or at the expiration of any Long Term Firm Storage Service Agreement with a Shipper, Freebird may post notice of an open season on its Internet Web Site for the bidding of such capacity, at least ten (10) days prior to commencement of the open season. Alternatively, Freebird may sell such capacity to Qualified Shippers via

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-304-002

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the first-come, first-served procedures described in Section 3.2 below. A notice of open season shall set forth when the open season begins and ends, where interested parties may submit requests for Firm service, the minimum reserve amount, if any, Freebird will accept for the available capacity, any other reservations regarding the offering of capacity, and how interested parties may obtain forms for requesting service and additional details about the open season.

(b) During an open season, Freebird will accept requests for Firm Storage service from Qualified Shippers. Bids submitted during an open season will be binding on the bidder from the date of submission until the end of the binding period, as set forth in the notice of open season. Capacity will be allocated to Qualified Shippers offering bids which, in Freebird's reasonable judgment, can be anticipated to generate an acceptable economic value for Freebird. The method for evaluating bids shall be identified in the notice of open season and may include (i) determining the highest guaranteed revenues anticipated to be produced by the competing bids when all other terms ("Other Terms") of such competing bids are equivalent (e.g., each competing bid being based on a term of service of one full storage year), (ii) determining the highest unit value of service when all bids do not contain equivalent Other Terms, or (iii) an alternative, objective and non-discriminatory method to be determined by the mutual agreement of the parties. Such method will be posted prior to the open season and will be applied in a non-discriminatory manner. Freebird may also take into consideration the relative creditworthiness of each bidder when determining the bid with the highest economic value. Freebird may change the criteria to be used in evaluating bids, but the revised criteria may be applied to an open season only if notice of such change is posted at least three (3) Business Days prior to the commencement of the open season. Freebird will not change the criteria for an on-going open season.

(c) During the allocation process conducted as part of an open season, should requests for Firm storage service exceed available capacity, capacity will first be allocated to the Qualified Shipper who submitted the bid which is anticipated by Freebird to generate the highest acceptable economic value for Freebird. After the initial allocation of capacity to the Qualified Shipper with the best bid, Freebird will continue allocating the remaining available capacity based on the ranking of bids having the highest acceptable economic value until all of the remaining capacity has been allocated. When remaining unallocated capacity is not sufficient to meet the next highest economic value bidder's capacity requirements for FSS, such next highest bidder shall have the option of declining the remaining capacity. Freebird will then offer the remaining capacity to the next highest bidder, until all the remaining capacity is allocated.

(d) Should the next highest bid in Section 3.1(c) above be submitted by two or more Qualified Shippers (e.g., tied bids) and the remaining uncommitted capacity available is less than the capacity required to serve such parties, then the procedures in this subsection will apply. Freebird will first notify the bidders submitting the tying bids that the evaluation resulted in a tie and shall provide each such bidder an opportunity to improve its bid through an entirely new bid submitted via the Freebird Website and by e-mail within twenty-four (24) hours of such notification. If a tie still exists after this first step, Freebird will next allocate the available capacity pro rata to each tying bidder which has indicated its willingness to prorate.

If any capacity remains to be awarded after the second step and a tie still remains, the tie will be broken by a coin toss.

(e) Execution of agreements. A Qualified Shipper's bid which is accepted by Freebird shall be deemed a binding transaction under the Qualified Shipper's FSS Service Agreement. Within five (5) Business Days after a Qualified Shipper is notified that its bid has been accepted and that it has been allocated FSS capacity, such Qualified Shipper shall execute and deliver all necessary instrument(s) to memorialize in writing the terms for the reservation of such capacity; provided, however, that Freebird may

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utilize electronic bidding mechanisms via the internet and may rely upon electronic records and electronic signatures to facilitate such bidding and, when used, such electronic records and electronic signatures shall satisfy any law or regulation that requires a contract or record to be in writing.

3.2 Requests for Service. Freebird will accept requests for Firm storage or Interruptible storage service for any capacity that becomes available outside of an open season or that remains available after an open season. Available capacity shall be posted on Freebird's Internet Website in accordance with Commission regulations. Such capacity shall be allocated on a first-come, first-served basis to the first customer offering to pay a rate for service that Freebird finds acceptable. Any Potential Shipper wishing to obtain service from Freebird under Rate Schedule FSS, ISS, IPS, ILS or IBS shall submit to Freebird a request for service in accordance with the applicable Rate Schedule. Such request may be delivered in person or by telephone, or submitted by United States mail, overnight courier service, facsimile transmission (fax), electronic mail, or through Freebird's Internet Web Site. Freebird shall evaluate and respond to Potential Shipper's request as soon as possible and at least within five (5) Business Days of its receipt, provided that Freebird shall not be obligated to sell its capacity if, in Freebird's reasonable discretion, the Potential Shipper fails to offer a minimum reserve amount or otherwise submits an offer containing unreasonable terms and conditions. If Freebird and the requesting party mutually agree to the rates the party will pay for a service, as well as all other commercial terms of such service, Freebird and Shipper will, subject to the requesting party meeting all "Qualified Shipper" requirements, execute a Service Agreement. Freebird and Shipper may agree verbally to the commercial terms of service, with the communication of an offer and the communication of an acceptance of such terms constituting a valid, binding and enforceable agreement between the Parties, and for any service agreement which cannot by its terms be completely performed within one year from the date of such agreement, Freebird and Shipper will memorialize the terms of such agreement by executing the relevant Service Agreement. Notwithstanding the foregoing, Freebird will endeavor to confirm all agreements for service via an executed Service Agreement (whether or not performance is required within one year) and Shipper shall have three (3) Days to protest any terms set forth in such Service Agreement which Shipper thinks does not accurately reflect the verbal agreement made between Shipper and Freebird; if Shipper does not protest the terms of a Service Agreement within 3 Days of Freebird's delivery of such Service Agreement, the terms set forth in such Service Agreement will be deemed correct. Either Party may record the telephone calls between the Parties, and each Party consents to such recording of telephone calls for the purpose of verifying the commercial terms of service as verbally agreed to by the Parties. If Freebird rejects any service request, Freebird shall notify the requesting party of the reason(s) for such rejection. Potential Shipper's request for service shall be considered complete only if the information specified in this Section 3 of these General Terms and Conditions is provided in writing.

Requests for service may be sent to:
Freebird Gas Storage, LLC
Attn: Vice President, Marketing
20333 State Hwy 249, Suite 400 Houston, Texas 77070
Phone: (281) 374-3053 Fax: (281) 374-3088

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3.3 FORM OF SERVICE REQUEST

FREEBIRD GAS STORAGE, LLC

Send to: Freebird Gas Storage, LLC
Attn: Vice President, Marketing
20333 State Hwy 249, Suite 400
Houston, Texas 77070
Phone: (281) 374-3053
Fax: (281) 374-3088

INFORMATION REQUIRED FOR VALID STORAGE REQUEST

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

Potential Shipper's name and address: (Note: the Shipper is the party that has all lawful right and title to the Gas to be stored and that proposes to execute a Service Agreement with Freebird Gas Storage, LLC.)

Attention: _____ Telephone: _____

This request is for: (check one)

- Firm storage service under Rate Schedule FSS
- Interruptible storage service under Rate Schedule ISS
- Interruptible parking service under Rate Schedule IPS
- Interruptible loan service under Rate Schedule ILS
- Interruptible balancing service under Rate Schedule IBS

For requested Firm storage service:

(a) Request Quantities

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

Transporter Name: _____

(b) Rate Potential Shipper proposes to pay for storage service under Rate Schedule FSS:

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Monthly Storage Reservation Charge _____
(\$/Dth of MSQ)
Injection Charge: _____
Overrun Injection Charge: _____
Withdrawal Charge: _____
Overrun Withdrawal Charge: _____
Fuel Reimbursement Charge: _____

(c) Term of Service: _____
Commencement Date: _____
Termination Date: _____

For requested Interruptible storage services:

(a) Request Quantities

Maximum Storage Quantity (MSQ), Maximum Park Quantity (MPQ), Maximum Loan
Quantity (MLQ), or Maximum Balance Quantity (MBQ), as applicable

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

Transporter Name: _____

(b) Rate Shipper proposes to pay for interruptible services under Rate
Schedules ISS, IPS, ILS, or IBS:

Charge for Interruptible storage, parking, loan, or balancing service, as
applicable _____

Injection Charge: _____
Overrun Injection Charge: _____
Withdrawal Charge: _____
Overrun Withdrawal Charge: _____
Fuel Reimbursement Charge: _____

(c) Term of Service: _____
Commencement Date: _____
Termination Date: _____

Is Shipper affiliated with Freebird Gas Storage, LLC?

Yes _____ No _____

If yes, type of affiliation and the percentage of ownership between Freebird
and Shipper:

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Shipper is a(n): (Check one)

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

Shipper's address for statements and invoices:

Attention: _____ Telephone: () _____

For all other matters:

Attention: _____ Telephone: () _____

Acceptance of a service request is contingent upon a satisfactory credit appraisal by Freebird. Shipper must provide evidence of creditworthiness as outlined in Section 3.5(g) of the General Terms and Conditions of Freebird's currently effective FERC Gas Tariff.

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

THIS SERVICE REQUEST IS SUBMITTED THIS _____ DAY OF _____, _____.
By _____
Title _____
Telephone Number () _____
Shipper: _____ (Company Name)

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3.4 Information Requirements. By its submission to Freebird of information regarding itself, a Shipper represents to Freebird that such information is true and correct in all material respects and if such information is provided with regard to Shipper's Credit Support Provider, that such information is true and correct in all material respects to the best of Shipper's knowledge. Each request for service shall include the following information:

- (a) Potential Shipper's name, address, representative and telephone number.
- (b) A statement as to whether the requesting party is a local distribution company ("LDC"), an intrastate pipeline company, an interstate pipeline company, a marketer/broker, a producer, an end user or other type of entity (which other entity must be described).
- (c) Type of service requested.
- (d) Quantity requested:
 - (1) MDIQ, MDWQ and MSQ requested (stated in Dth).
 - (2) Maximum Park Quantity (for Rate Schedule IPS).
 - (3) Maximum Loan Quantity (for Rate Schedule ILS).
 - (4) Maximum Balance Quantity (for Rate Schedule IBS).
- (e) Price offered by Potential Shipper for each service requested.
- (f) Term of service, including the date service is requested to commence and the date service is requested to terminate.
- (g) Evidence of creditworthiness. Acceptance of a service request is contingent upon a satisfactory credit appraisal by Freebird. A Potential Shipper will be deemed creditworthy if (i) its long-term unsecured debt securities are rated at least BBB- by Standard & Poor's Corporation and at least Baa3 by Moody's Investor Service (provided, however, that if the Potential Shipper's rating is at BBB- or Baa3 and the short-term or long-term outlook is Negative, Freebird may require further analysis as discussed below); (ii) the sum of reservation fees, commodity fees and any other associated fees and charges for the contract term is less than 15% of Shipper's (or Potential Shipper's) tangible net worth; (iii) a Shipper event of default has not occurred or has occurred but was remedied in a timely manner, and (iv) Freebird believes, in its reasonable and non-discriminatory judgment, after review of Shipper's financial situation based on all information available, that Shipper will fully, timely and faithfully perform all obligations under all service agreements and, if applicable, that Shipper's Credit Support Provider's guarantee fully secures such obligations and is enforceable by Freebird against such Credit Support Provider. If a Potential Shipper has multiple service agreements with Freebird, then the total potential fees and charges of all such service agreements shall be considered in determining creditworthiness.
- (h) If a Potential Shipper does not meet the criteria described above in 3.4(g), then the Potential Shipper may request that Freebird evaluate its creditworthiness based upon the level of service requested relative to the Potential Shipper's current and future ability to meet its obligations or the Potential Shipper's Credit Support Provider's current and future ability to secure the Potential Shipper's obligations.

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Such credit appraisal shall consist of Freebird's evaluation of the overall financial condition of Potential Shipper or Shipper's Credit Support Provider, if applicable, based on the following information and credit criteria:

(1) Potential Shipper (or Credit Support Provider, if applicable) shall provide current financial statements, annual reports, 10-K reports or other filings with regulatory agencies which discuss the Potential Shipper's (or Credit Support Provider's) financial status, a list of all corporate affiliates, parent companies and subsidiaries, and any reports from credit reporting and bond rating agencies which are available;

(2) Potential Shipper (or Credit Support Provider, if applicable) shall provide a bank reference and at least two trade references. The results of reference checks and any credit reports submitted must show that Shipper's obligations are being paid on a reasonably prompt basis;

(3) Potential Shipper (or Credit Support Provider, if applicable) shall confirm in writing that it is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Potential Shipper who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act but only with adequate assurance that the service billing will be paid promptly as a cost of administration under the Federal Court's jurisdiction;

(4) Potential Shipper (or Credit Support Provider, if applicable) shall confirm in writing that it is not aware of any change in business conditions which would cause a substantial deterioration in its financial condition, a condition of insolvency or the inability to exist as an ongoing business entity; and

(5) Potential Shipper (or Credit Support Provider, if applicable) shall confirm in writing that no significant collection lawsuits or judgments are outstanding which would seriously reflect upon the business entity's ability to remain solvent.

(i) In the event Potential Shipper cannot provide the information in Section 3.5(h) above, it shall, if applicable, cause its parent company to provide such information.

(j) Freebird shall not be required to perform or to continue service under any Rate Schedule on behalf of any Shipper or Potential Shipper which is or has become insolvent, or which, at Freebird's request, fails within a reasonable period to demonstrate creditworthiness in accordance with this Section 3.4; provided, however, that such Shipper or Potential Shipper may receive service under any Rate Schedule if such party provides performance assurance ("Performance Assurance") in one of the following forms: cash collateral (in U.S. dollars) for such service, a standby irrevocable letter of credit issued by a Qualified Institution, or a guarantee (acceptable to Freebird) by a Credit Support Provider that satisfies the credit requirements of Freebird, or another form of assurance satisfactory to Freebird in its reasonable

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discretion, in the following amount: (A) within five (5) Days of Freebird's written request for Performance Assurance, an amount equivalent to one month (or the duration of the Service Agreement, whichever is shorter) of estimated fees and service charges, and (B) within thirty (30) Days of such request, an amount equal to (1) in the case of Firm storage services, three (3) months or the duration of the Shipper's bid or Service Agreement, whichever is shorter, of Storage Reservation Charges at the rate specified in Shipper's bid for service or Service Agreement; or (2) in the case of Interruptible services, three (3) months or the duration of the Shipper's Service Agreement, whichever is shorter, of the Interruptible charge(s) calculated on a one hundred percent (100%) load factor basis, plus the market value (at the time of the request for such Performance Assurance) of any quantities of Gas loaned to the Shipper pursuant to the Hub Services Agreement (and for a Shipper who previously posted security for Gas loaned to such Shipper, if the market value of such Gas increases by ten percent (10%) or more, such Shipper shall deliver additional Performance Assurance to cover such increase in market value within two (2) business days of Freebird's request for same). If Shipper chooses to provide cash collateral in the amount set forth above, Shipper may earn interest on such cash collateral by (i) designating a segregated interest-bearing (for Shipper's benefit) escrow account to hold such cash collateral, in the name of Shipper and pledged to Freebird pursuant to an account control agreement, pursuant to which Freebird shall have unrestricted access to such account; or (ii) directing Freebird to hold such cash collateral in escrow, in which case, Freebird must pay Shipper interest on such cash collateral calculated in accordance with Section 154.501(d) of the Commission's regulations. If Shipper does not provide the required Performance Assurance within the time period set forth in this Section, Freebird may immediately after such time period suspend service and may, upon thirty (30) calendar Days notice to Shipper and the FERC, terminate all or any of Shipper's current Service Agreements. For purposes herein, the insolvency of a Shipper or Potential Shipper shall be conclusively demonstrated by the filing by Shipper or Potential Shipper, or any parent entity or Credit Support Provider thereof, of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction in the premises adjudging the Shipper or Potential Shipper, or any parent entity or Credit Support Provider thereof, bankrupt or insolvent, or approving, as properly filed, a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Shipper or Potential Shipper, or any parent entity or Credit Support Provider thereof, under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Shipper or Potential Shipper, or any parent entity or Credit Support Provider thereof, or of any substantial part of their assets, or the ordering of the winding-up or liquidation of their affairs, with said order or decree continuing unstayed and in effect for a period of sixty (60) consecutive days.

3.5 Lack Of Creditworthiness. If at any time Freebird reasonably determines based on adequate information available to it that a Shipper or Potential Shipper is not creditworthy under Section 3.4 of these General Terms and Conditions, Freebird shall notify such Shipper in writing within ten (10) days of its determination that Freebird has determined that such Shipper is not creditworthy and the reasons for such determination.

3.6 Reevaluation Of Creditworthiness Determination. A Shipper which Freebird has determined to be noncreditworthy may at any time request that its credit status be reevaluated by providing Freebird with additional or updated information. Such reevaluation shall be performed consistent with Section 3.4(h) of these General Terms and Conditions. If Shipper has provided Freebird with all the information required under said Section 3.4(h), Freebird shall give an initial response to Shipper's request within five (5) Business Days and shall complete its reevaluation within twenty (20) Business Days. If Freebird determines that the Shipper is now creditworthy, any security requirement under Section 3.4(j) of these General Terms and Conditions shall be terminated and any collateral held for security (including any applicable interest) released to Shipper from escrow within ten (10) Business Days after such determination.

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3.7 Additional Information

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

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

3.8 Warehouse Lien. Freebird shall be entitled to, and Freebird hereby claims, a lien on all gas delivered to Freebird by or on behalf of Shipper, and all proceeds related thereto, as provided for under Ala. Code § 7-7-209, with the rights of enforcement as provided herein and under Ala. Code § 7-7-101, et seq. ("Title 7 of the Alabama Code"). 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 held by Freebird under all of Shipper's 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 under all of Shipper's Service Agreements, whether or not such charges and expenses relate to gas at any time currently in Freebird's custody or to gas previously accepted from and re-delivered to Shipper. This Agreement shall be considered a "storage agreement" as contemplated by Title 7 of the Alabama Code, but if for any reason it is deemed by a court 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 and each Service Agreement entered into by Shipper and Freebird, taken together with all notices (including, without limitation, Monthly invoices) delivered by Freebird to Shipper pursuant to this Gas Tariff and such Service Agreements, shall collectively be deemed a valid "warehouse receipt" for all purposes with respect to Title 7 of the Alabama Code, regardless of when any gas stored pursuant to this Agreement is delivered;

(b) the location of the warehouse is the location of the System;

(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 Freebird;

(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 Freebird;

(e) the consecutive number of each warehouse receipt shall be deemed to be the date that Shipper's gas is delivered to Freebird when listed in chronological order;

(f) the signature of Freebird on the relevant Service Agreement(s) shall be deemed to be the signature of the warehouseman; and

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(g) the Parties' execution of Service Agreement(s) 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 Title 7 of the Alabama Code incorporating additional or different "storage agreement" and/or "warehouse receipt" requirements, Shipper and Freebird will amend their relevant Service Agreement(s) so that Freebird shall always maintain such lien throughout the term of such Service Agreement(s).

3.9 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.

3.10 Request Validity. If Freebird has tendered a Service Agreement for execution to a Potential Shipper and such Potential Shipper fails to execute the agreement as tendered within thirty (30) consecutive days from the date the agreement is received by the Potential Shipper, Freebird may consider Potential Shipper's service request void. For service under Rate Schedule FSS, Freebird will not be required to tender a Service Agreement to a Potential Shipper for execution that relates to requests for service for which Freebird does not have available, uncommitted Firm capacity.

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

Freebird Gas Storage, LLC 20333 State Hwy, Suite 400 Houston, TX
77070 Attention: Vice President, Marketing Phone: (281)
374-3053

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

3.12 Information.

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

Freebird Gas Storage, LLC
20333 State Hwy, Suite 400 Houston, TX
77070 Attention: Vice President, Marketing
Phone: (281) 374-3053 Fax: (281) 374-3088

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(b) A list of phone numbers for control personnel for Freebird who are on-call 24 hours a day will be posted on the Internet Web Site.

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

4. CAPACITY RELEASE

Any Shipper under Rate Schedule FSS may seek to release to others any or all of its Firm service entitlements on a full Day or an intraday basis, on a permanent or a temporary basis, and on a Firm or recallable basis, subject to the following terms and conditions:

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

- (a) Shipper's legal name and the name/title of individual who has authorized the offer to release the capacity;
- (b) Freebird's Service Agreement number;
- (c) A description of the capacity to be released. The offer must state the Maximum Storage Quantity, the Maximum Daily Injection Quantity, and the Maximum Daily Withdrawal Quantity and the Point of Injection/Withdrawal subject to the proposed release and subject to the daily quantity limitations described in Section 4.2 below;
- (d) The proposed effective date and term of the release;
- (e) The identity of any Prearranged Shipper, a statement as to whether the Prearranged Shipper is an asset manager (as defined by FERC regulations at 18 C.F.R. § 284.8 (h)(3)) or a marketer participating in a state-regulated retail access program (as defined by FERC regulations at 18 C.F.R. § 284.8(h)(4)), and the full terms of such pre-arranged release;
- (f) The method to be applied in evaluating bids, allocating capacity and breaking ties, as described below;
- (g) Whether, to what extent, and the conditions pursuant to which capacity will be subject to recall for a full Day or a partial Day; and if recallable, (1) whether the Releasing Shipper's recall notification must be provided exclusively on a Business Day, and (2) any reput methods and rights associated with returning the previously released capacity to the Replacement Shipper;

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(h) Whether bids on a volumetric rate basis may be submitted, and, if so, the method for evaluating any such bids, including how to rank bids if bids are also to be accepted on a demand charge basis, and any other special conditions;

(i) Whether contingent bids that extend beyond the bid period may be submitted, how to evaluate and prioritize such bids against non-contingent bids, and the terms and conditions under which, and/or for what time period, the next highest bidder will be obligated to acquire the capacity should the winning contingent bidder withdraw its bids;

(j) Any extensions of the minimum posting/bid periods;

(k) Other special terms and conditions Releasing Shipper imposes on the release of its capacity, including, but not limited to, minimum revenue requirement, term and quantity;

(l) Whether the release is on a permanent or a temporary basis;

(m) An e-mail address for the Releasing Shipper contact person.

It is Shipper's responsibility to update e-mail address information provided to Freebird, as necessary;

(n) The recall notification period(s), as identified in Section 4.13(e) below, that will be available for use by the parties, and;

(o) A detailed description of any storage inventory that must be transferred with released capacity.

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

(a) the quantity contained in the offer submitted by the Releasing Shipper; or

(b) a quantity equal to 1/24 of the Releasing Shipper's MDIQ and MDWQ for the contract to be released multiplied by the number of hours between the effective time of the release and the end of the Gas Day.

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

4.3 The MSQ that can be released by a Releasing Shipper for an intraday release is limited to a quantity not in excess of the Releasing Shipper's MSQ less the Releasing Shipper's Storage Inventory.4.3 Posting and Bidding Timeline. For the Capacity Release business process

timing model, specified in 4.3(a) and 4.3(b), below, only the following methodologies shall be supported by Freebird and provided to Releasing Shippers as choices from which they may select and, once chosen, shall be used in determining the awards from the bid(s) submitted. They are:

1) highest rate, 2) net revenue and 3) present value. Other choices of bid evaluation methodology (including other Releasing Shipper defined evaluation methodologies) can be accorded similar timeline evaluation treatment at Freebird's discretion. However, Freebird is not required to offer other choices or similar timeline treatment for other choices. Further, Freebird shall not be held to the timeline specified in Sections 4.3(a) and 4.3(b) below should the Releasing Shipper elect another method of evaluation. Should the Releasing Shipper elect another method of evaluation, the timeline specified in Section 4.3(c), below, shall apply. The proposed duration of Shipper's release determines the minimum bid period for the Shipper's offer pursuant to this Section 4. The Capacity

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Release timeline is applicable to all parties involved in the Capacity Release process; however, it is only applicable if (i) all information provided by the parties to the transaction is valid and the Replacement Shipper has been determined to be creditworthy before the capacity release bid is tendered and (ii) there are no special terms or conditions of the release.

The Capacity Release timeline is as follows:

- (a) For standard releases of less than one (1) year:
 - Offers shall be tendered by 12:00 p.m. CCT on a Business Day;
 - The bid period shall end at 1:00 p.m. CCT on the same Business Day or at 1:00 p.m. CCT on any subsequent Business Day as specified in Releasing Shipper's offer, whichever is elected by Releasing Shipper;
 - Evaluation period begins at 1:00 p.m. CCT on the Day the bid period ends, during which contingency is eliminated, determination of best bid is made, and ties are broken;
 - Evaluation period ends and award is posted if no match is required at 2:00 p.m. CCT the same Day;
 - If the Prearranged Shipper's bid is not the "best bid," Freebird shall allow such Prearranged Shipper a matching period of thirty (30) minutes from 2:00 P.M. CCT until 2:30 P.M. CCT on the Day the bid period ends, or such later time as specified in the Releasing Shipper's offer, to determine whether to match the "best bid" and to notify Freebird of its decision.
 - If a match is required, the award will be posted by 3:00 p.m. CCT. Freebird will issue a contract within one hour of the award posting (with a new contract number, when applicable). Nominations for Gas flow are possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Section 8 of the General Terms and Conditions; however, in no circumstance will Gas flow prior to the effective date of the release as specified in Releasing Shipper's offer.
- (b) For standard releases of one (1) year or longer:
 - Offers shall be tendered by 12:00 p.m. CCT four Business Days before the award;
 - The bid period shall end at 1:00 p.m. CCT on the Day before timely nominations are due (open season is three Business Days) or at 1:00 p.m. CCT on any subsequent Business Day as specified in Releasing Shipper's offer, whichever is elected by Releasing Shipper;
 - Evaluation period begins at 1:00 p.m. CCT on the Day the bid period ends, during which contingency is eliminated, determination of best bid is made, and ties are broken;

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- Evaluation period ends and award is posted if no match is required at 2:00 p.m. CCT the same Day;
- If the prearranged Shipper's bid is not the "best bid," Freebird shall allow such Prearranged Shipper a matching period of thirty (30) minutes from 2:00 P.M. CCT until 2:30 P.M. CCT on the Day the bid period ends, or such later time as specified in the Releasing Shipper's offer, to determine whether to match the "best bid" and to notify Freebird of its decision.
- If a match is required, the award will be posted by 3:00 p.m. CCT. Freebird will issue a contract within one hour of the award posting (with a new contract number, when applicable). Nominations for Gas flow are possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Section 8 of the General Terms and Conditions; however, in no circumstance will Gas flow prior to the effective date of the release as specified in Releasing Shipper's offer.

(c) Timeline for Non-standard Releases

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

(d) Releases Not Subject to Bidding

Prearranged capacity releases of a duration of thirty-one (31) days or less, to an asset manager (as defined by FERC regulations at 18 C.F.R. § 284.8(h)(3)), or to a marketer participating in a state-regulated retail program (as defined by FERC regulations at 18 C.F.R. § 284.8(h)(4)) are not required to be posted for bidding pursuant to Section 4.3. Nonetheless, the Shipper may elect to post one of the foregoing releases for bidding pursuant to Section 4.3, Shipper shall notify Freebird by providing the information pursuant to Section 4.1, which information will be posted on the Internet Web Site as required by Section 4.5 in accordance with the following timelines:

Timely Cycle:

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

Evening Cycle:

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

Intraday 1 Cycle:

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

Intraday 2 Cycle:

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

Prior to the nomination deadline for the chosen cycle for the begin date specified in the Shipper notice, the Prearranged Shipper must initiate confirmation of prearranged deals electronically. Freebird will issue a contract within one hour of notification of the release (with a new contract number, when

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applicable). Nominations for Gas flow are possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Section 8 of the General Terms and Conditions; however, in no circumstance will Gas flow prior to the effective date of the release as specified in Releasing Shipper's offer. If a release of capacity is exempt from bidding because it is for a term of thirty-one (31) days or less, a Shipper may not roll-over, extend, or in any way continue the release to the same Shipper using the thirty-one (31) day or less bidding exemption, unless the Shipper complies with the posting and bidding requirements of Section 4.3 or not less than twenty-eight (28) days have elapsed since the conclusion of the prior release period.

If Releasing Shipper desires to solicit bids for releases of thirty-one (31) Days or less, to an asset manager (as defined by FERC regulations at 18 C.F.R. § 284.8(h)(3)) or to a marketer participating in a state-regulated retail access program (as defined by FERC regulations at 18 C.F.R. § 284.8(h)(4)), it may direct Freebird to post notice of the availability of such capacity and, in lieu of permitting bids during the otherwise applicable posting period, award the capacity to the bidder which submits first in time a valid bid meeting any minimum terms specified by the Releasing Shipper.

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

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

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

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4.6 Bidding and Selection of Replacement Shipper. All bids must contain the applicable information required in this Section. Any bid submitted by a Replacement Shipper shall include an e-mail address for at least one contact person, and it is the Shipper's responsibility to update e-mail address information provided to Freebird, as necessary. A bidder may not have more than one eligible bid for the same release offer at any time. Bids shall be binding until written or electronic notice of withdrawal is received by Freebird before the end of the bid period. Bids cannot be withdrawn after the bid period ends. Once a bid is withdrawn, that bidder may only submit a new bid pursuant to that release offer if it is at a higher rate than the withdrawn bid. Freebird shall evaluate the bids in accordance with the provisions of this Section and determine the best bid in accordance with the timelines set forth in Section 4.3 herein. Freebird shall notify Releasing Shipper, the best bidder, and any Prearranged Shipper of such determination in accordance with the timelines set forth in Section 4.3 herein. If there is a Prearranged Shipper, it may exercise its right to match such best bid by providing written notice of such exercise to Freebird and Releasing Shipper in accordance with the timelines set forth in Section 4.3 herein. After the Replacement Shipper is selected, Freebird will finalize an appropriate Addendum to the Capacity Release Umbrella Agreement in the form contained in this FERC Gas Tariff. Freebird will provide a copy of this Addendum

Effective Date: 10/01/2008 Status: Effective
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to the Replacement Shipper via facsimile, at which time the Replacement Shipper will have the same rights and obligations as any other existing Shipper on Freebird's System. Following implementation of the release, Freebird shall post notice of the winning bidder on the Internet Web Site.

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

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

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

4.8 Qualifications of Potential Replacement Shipper. A Potential Replacement Shipper must be on Freebird's approved bidders list before bids may be posted on the Internet Web Site, must satisfy all requirements of the applicable Rate Schedule and the General Terms and Conditions of this FERC Gas Tariff, and must have executed a Capacity Release Umbrella Agreement. To be on the approved bidders list, the Potential Replacement Shipper must satisfy Freebird's credit requirements as outlined in Section 3 of the General Terms and Conditions, and provide the information required by Section 3 of the General Terms and Conditions. Freebird reserves the right to reevaluate and update such credit appraisal as deemed necessary by Freebird in its reasonable judgment. The Potential Replacement Shipper shall remain on the approved bidders list until such Potential Replacement Shipper no longer satisfies Section 3. Freebird will waive the creditworthiness requirement on a non-discriminatory basis for any Potential Replacement Shipper and permit it to submit bids, if the Releasing Shipper provides Freebird with a guarantee or other form of credit assurance in form and substance satisfactory to Freebird of all financial obligations of the Potential Replacement Shipper with respect to the capacity being released by Releasing Shipper prior to the commencement of service to the Replacement Shipper.

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

4.10 Billing. The Replacement Shipper shall be billed and make payments to Freebird in accordance with the terms and conditions of the applicable Rate Schedule, other provisions of this FERC

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

4.11 Rights and Obligations of the Parties.

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

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

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

4.13 Limitations.

(a) Releases hereunder shall not extend beyond the expiration of this FERC Gas Tariff provision or beyond the expiration of the Releasing Shipper's Service Agreement.

(b) Freebird may invalidate any offer to release or any bid subsequent to its posting on the Internet Web Site which does not conform to the requirement of this Section 4 and the other provisions of this FERC Gas Tariff and such invalidated offer or bid shall be deemed null and void.

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

(d) A Releasing Shipper may re-release to the same Replacement Shipper, where such first release was not subject to posting and bidding requirements pursuant to Section 4.4, for a term of 31 Days or less only if: (i) a period of 28 days has elapsed after the first release for 31 days or less has expired or (ii) the Releasing Shipper causes the posting of an offer to release capacity or of a pre-arranged transaction to be made, and capacity is allocated on the basis of bids submitted.

(e) Recall Provisions. If the Releasing Shipper retains recall rights, Releasing Shipper's offer to release capacity shall clearly specify the conditions precedent to such recall and whether the recall right retained by Releasing Shipper is on a full Day or partial Day basis. The Releasing Shipper shall provide capacity recall notification to Freebird via (i) telephone call and (ii) the Internet Web Site, electronic mail and/or instant messaging. The recall notification shall specify the recall notification period for the specified effective Gas Day, as well as any other information needed to uniquely identify the capacity being recalled. Freebird shall support the following recall notification periods for all released capacity subject to recall rights:

(a) Timely Recall Notification:

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

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

(b) Early Evening Recall Notification:

(a) A Releasing Shipper recalling capacity should provide notice of such recall to Freebird and the first Replacement Shipper no later than 3:00 P.M. CCT on the Day that Evening Nominations are due;

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(b) Freebird shall provide notification of such recall to all affected Replacement Shippers no later than 4:00 P.M. CCT on the Day that Evening Nominations are due;

(c) Evening Recall Notification:

(a) A Releasing Shipper recalling capacity should provide notice of such recall to Freebird and the first Replacement Shipper no later than 5:00 P.M. CCT on the Day that Evening Nominations are due;

(b) Freebird shall provide notification of such recall to all affected Replacement Shippers no later than 6:00 P.M. CCT on the Day that Evening Nominations are due;

(d) Intraday 1 Recall Notification:

(a) A Releasing Shipper recalling capacity should provide notice of such recall to Freebird and the first Replacement Shipper no later than 7:00 A.M. CCT on the Day that Intraday 1 Nominations are due;

(b) Freebird shall provide notification of such recall to all affected Replacement Shippers no later than 8:00 A.M. CCT on the Day that Intraday 1 Nominations are due; and

(e) Intraday 2 Recall Notification:

(a) A Releasing Shipper recalling capacity should provide notice of such recall to Freebird and the first Replacement Shipper no later than 2:30 P.M. CCT on the Day that Intraday 2 Nominations are due;

(b) Freebird shall provide notification of such recall to all affected Replacement Shippers no later than 3:30 P.M. CCT on the Day that Intraday 2 Nominations are due.

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

Freebird's notices of recalled capacity to all affected Replacement Shippers shall be provided via the Internet Web Site, along with written notice via e-mail communication to those Replacement Shipper contact person(s) identified in the Replacement Shipper's bid submitted pursuant to Section 4.6 of these General Terms and Conditions. Such notices shall contain the information required to uniquely identify the capacity being recalled, and shall indicate whether penalties will apply for the Gas Day for which quantities are reduced due to a capacity recall. Upon receipt of notification of the recall from Freebird, each affected

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Replacement Shipper shall revise its nominations within the applicable nomination cycle in order to implement the recall. Each affected Replacement Shipper will be solely responsible for adjusting its supply and transportation arrangements, which may be necessary as a result of such recall. Replacement Shippers involved in re-release transactions may receive notice slightly after the first Replacement Shipper receives notice. The recalling Releasing Shipper may nominate the recalled capacity consistent with the applicable nomination cycle, as defined in Section 8.2 of these General Terms and Conditions.

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

(a) The quantity specified in the Releasing Shipper's notice to recall capacity; or

(b) The difference between the quantity released by the Releasing Shipper and the Elapsed Prorata Capacity Quantity.

In the recall notification provided to Freebird by the Releasing Shipper, the quantity to be recalled shall be expressed in terms of the adjusted total released capacity entitlements based upon the Elapsed Prorata Capacity. In the event of an intraday capacity recall, Freebird shall determine the allocation of capacity between the Releasing Shipper and the Replacement Shipper(s) based upon the Elapsed Prorata Capacity (EPC). Variations to the use of the EPC may be necessary to reflect the nature of Freebird's tariff services, and/or operational characteristics. Freebird shall not be obligated to deliver in excess of the total daily contract quantity of the release as a result of NAESB WGQ Standard No. 5.3.55, as set forth in this Section 4.13(f). The amount of capacity allocated to the Replacement Shipper(s) should equal the original released capacity less the recalled capacity that is adjusted based upon the EPC or other tariff specific variations of the EPC in accordance with NAESB WGQ Standard No. 5.3.56.

The amount of capacity allocated to the Replacement Shipper(s) shall equal the original released quantity less the recalled capacity. This allocated daily contractual quantity shall be used for purposes of nominations, billing, and if applicable, for overrun calculations.

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

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

(i) The quantities of MSQ, MDIQ and MDWQ must be in the same proportions relative to each other as is set forth in the Releasing Shipper's original FSS Service Agreement. The offer to release by a Shipper under Rate Schedule FSS must specify the quantities of MSQ, MDIQ, MDWQ or rights offered, and actually available on the effective date of the assignment, and the exercise of such rights, in

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conjunction with Releasing Shipper's exercise of its retained rights, will not violate any maximum or minimum quantity requirements or limitations applicable under the Rate Schedule or the respective Service Agreements. Releasing Shipper shall be responsible for ensuring, if applicable, whether by the withdrawal or transfer-in-place of a portion of its Storage Inventory or otherwise as required, that such storage capacity, and the corresponding ability to inject/withdraw Gas up to the Maximum Storage Quantity released, in accordance with the terms and conditions of the Rate Schedule and within the time remaining in the injection and/or withdrawal period, as applicable, shall be available upon the commencement of the release. A Replacement Shipper under Rate Schedule FSS shall be responsible for arranging transportation to and from the Point of Injection/Withdrawal consistent with its rights and obligations under its Service Agreement and Rate Schedule FSS. The Replacement Shipper under Rate Schedule FSS must comply with all obligations imposed under such Rate Schedule and its rights to store, withdraw and/or inject Gas will be subject to the provisions thereof. If the Releasing Shipper proposes to, or requires a transfer-in-place of capacity rights to the Replacement Shipper, it shall so specify in its offer to release and such transfer shall be implemented contemporaneously with the release and assignment subject to compliance with the provisions of Section 18 of these General Terms and Conditions. The Replacement Shipper must withdraw the portion of its Storage Inventory by the end of the term of the release. In lieu of withdrawing the portion of its Storage Inventory, the Replacement Shipper can also attempt to effect a transfer of the portion of its Storage Inventory to another storage service Shipper as provided in Section 18 of these General Terms and Conditions. If the Replacement Shipper fails to withdraw or transfer the portion of its Storage Inventory by the end of the term of its release, title to the portion of Shipper's remaining Storage Inventory will be vested in Freebird pursuant to the terms of Section 8 of the FSS Rate Schedule.

4.14 Freebird's Rights to Terminate Temporary Capacity Releases.

(a) In the event of a temporary release for which (1) Freebird has given notice of termination of the Releasing Shipper's Service Agreement because the Releasing Shipper no longer satisfies Freebird's credit requirements as outlined in Sections 3.5(g) and 3.5(h) of Freebird's General Terms and Conditions; and (2) the Storage Reservation Charge specified in the effective Addendum to the Replacement Shipper's Capacity Release Umbrella Agreement is less than the level of the Storage Reservation Charge which the Releasing Shipper was obligated to pay Freebird, then Freebird shall be entitled to terminate the Addendum, upon thirty (30) Days' written notice to the Replacement Shipper, unless the Replacement Shipper agrees prior to the end of the said 30-Day notice period to pay for the remainder of the term of the Addendum either (i) the Storage Reservation Charges and commodity charges at levels which the Releasing Shipper was obligated to pay Freebird, or (ii) such rate as mutually agreed to by Freebird and the Replacement Shipper. Replacement Shipper may elect to pay the lesser of the two foregoing options. Freebird's right to terminate the Addendum is subject to Freebird providing written notice of termination to the Replacement Shipper within sixty (60) Days of the determination by Freebird that the Releasing Shipper no longer satisfies Freebird's credit requirements. Termination of the Addendum shall not occur prior to termination of the Releasing Shipper's Service Agreement.

(b) In the event that a Replacement Shipper has received thirty (30) Days' notice of termination of the Addendum to Replacement Shipper's Capacity Release Umbrella Agreement pursuant to Section 4.14(a) above for storage service, and there is Gas in storage for Replacement Shipper's account at the end of such 30-Day period because (1) Replacement Shipper's MDWQ rights were not adequate to withdraw all of its Gas before the end of such 30-Day period, or (2) Freebird could not accommodate Replacement Shipper's requested withdrawals because of capacity constraints, the Addendum shall continue in force and effect for the sole purpose of withdrawal of said Gas by Replacement Shipper until Replacement Shipper's Storage Inventory is zero. Freebird shall require Replacement Shipper to

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withdraw each Day a quantity equal to the MDWQ, or such other lesser quantity acceptable to Freebird. The requirement to withdraw storage quantities shall be suspended on any Day to the extent that Freebird cannot accommodate a nomination to withdraw such storage quantities on such Day. Replacement Shipper may also transfer title of Gas remaining in Replacement Shipper's Storage Inventory to another Shipper pursuant to Section 18 of Freebird's General Terms and Conditions. In the event Replacement Shipper fails to withdraw or transfer title to its entire Storage Inventory within the time required by this Section, the terms of Section 8 of the FSS Rate Schedule shall apply. Replacement Shipper shall indemnify Freebird and hold it harmless from all costs, damages, and liabilities arising out of the failure of Replacement Shipper to remove such Storage Inventory and the disposal of such Storage Inventory by sale by Freebird.

5. PRIORITY, SERVICE INTERRUPTION AND OPERATIONAL FLOW ORDERS

5.1 Scheduling Priority of Service. Flows will be scheduled on Freebird in the following order of declining priority:

- (a) Firm Storage Service (FSS).
- (b) Interruptible service, including storage, parking, loan, balancing services, and Overrun Quantities, pursuant to Section 5.2 below.

5.2 Interruptible Service. The order of priority relating to service requests for Overrun injection, Overrun withdrawal and service under Rate Schedules ISS, IPS, ILS, and IBS shall be allocated to each Shipper on a unit price/Dth basis.

5.3 Interruption.

(a) If, on any Day, Freebird's capability to inject or withdraw quantities is impaired so that Freebird is unable to inject or withdraw all the quantities which are scheduled, then interruption of service shall be made in the reverse order of priority set forth in Section 5.1. Interruption of service to Interruptible Shippers under Rate Schedules ISS, IPS, ILS, and IBS and to Firm Shippers and Interruptible Shippers utilizing Overrun Quantities shall be on a unit price/Dth basis. If Firm storage service must be interrupted, interruption of service to Firm storage Shippers shall be pro rata based on MDWQ, MDIQ or MSQ, as applicable.

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

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

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(d) If interruption is required, Freebird and Shipper shall cooperate to the maximum extent possible in making adjustments to receipt, deliveries, injections or withdrawals to minimize injury to any property or facilities.

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

5.5 Operational Flow Orders.

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

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

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

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

(e) Notice. All OFOs will be issued via telephone to be followed by a facsimile to the affected Shipper(s) or point operator(s), with subsequent posting on the Internet Web Site and notification to the affected parties through the affected party's choice of electronic notice delivery mechanism(s). Freebird shall also provide such notification via e-mail communication to those Shippers and point operators that have provided e-mail address information for at least one contact person, and have requested via Freebird's Internet Web Site, e-mail notification of Critical Notices issues by Freebird. The OFO will set forth (1) the time and date of issuance, (2) the actions Shipper or point operator is required to take, (3) the time by which Shipper or point operator must be in compliance with the OFO, (4) the anticipated duration of the OFO, and (5) any other terms that Freebird may reasonably require to ensure the effectiveness of the OFO. In addition

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to the other information contemplated by this Section 5.5(e), such notice shall also include information about the status of operational variables that determine when an OFO will begin and end, and Freebird shall post periodic updates of such information promptly upon occurrence of any material change in the information. Freebird will post a notice on the Internet Web Site informing the Shippers and point operators when any OFO in effect will be lifted and specifying the factors that caused the OFO to be issued and then lifted, to the extent such factors are known.

(f) OFOs. In the event that, in Freebird's judgment, immediate action is required in order (1) to alleviate conditions which threaten to impair reliable Firm service, (2) to maintain operations at the pressures required to provide efficient and reliable service, (3) to have adequate Gas supplies in the System to deliver on demand, (4) to maintain services to all Firm Shippers and for all Firm services, or (5) to maintain the System in balance for the foregoing purposes, Freebird may immediately issue an OFO or take unilateral action, including the curtailment of Firm service, to maintain the operational integrity of Freebird's System. For purposes of this Section, the operational integrity of Freebird's System shall encompass the integrity of the physical System and the preservation of physical assets and their performance, the overall operating performance of the entire physical System as an entity, and the maintenance (on a reliable and operationally sound basis) of total System deliverability and the quality of Gas delivered. Freebird shall post a notice on its Internet Web Site specifying the factors that caused the OFO to be issued, to the extent such factors are known. Freebird shall also provide such notification via e-mail communication to those Shippers who have submitted a request, and provided e-mail address information for at least one contact person, via Freebird's Internet Web Site to receive e-mail notification of Critical Notices issued by Freebird.

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

(h) Penalties. All quantities tendered to Freebird and/or taken by Shipper on a daily basis in violation of an OFO shall constitute unauthorized receipts or deliveries for which an OFO penalty charge shall be assessed. The OFO penalty charge for each Dekatherm of Gas by which Shipper deviated from the requirements of the OFO shall be equal to the higher of (i) three (3) times the applicable daily Gas Daily posting for Henry Hub for the Day on which the deviation occurred or (ii) \$25, multiplied by the quantity by which the Shipper deviated from the requirements of the OFO.

Any penalty revenue collected, net of administrative costs, by Freebird pursuant to this Section 5.5(h) shall be credited to those Firm and Interruptible Shippers that did not incur OFO penalties pursuant to this Section 5.5(h) in the Month for which OFO penalty revenues were received ("Non-Offending Shippers"), based on the ratio of the total charges paid during that Month by the Non-Offending Shipper to the sum of the total charges paid during that Month by all Non-Offending Shippers. Such credits shall be calculated for each Month of the twelve (12) Month period ending August 31 of each year, and will be included on the Non-Offending Shipper's invoice for the Month following the date of the final Commission order approving Freebird's penalty disbursement report; provided however that Freebird will calculate and include such credits on Non-Offending Shippers' invoices for a period shorter than twelve (12) Months in the event and to the extent that the total accumulated amount of OFO penalty revenue collected

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pursuant to this Section

5.5(h) by Freebird as of the end of any Month exceeds \$1,000,000. Freebird will file with the Commission a penalty disbursement report within sixty (60) days of August 31 or sixty (60) days after the end of the Month for which revenue collected exceeds \$1,000,000. Any penalty revenue credited to Non-Offending Shippers pursuant to this Section shall include interest calculated in accordance with Section 154.501(d) of the Commission's regulations.

(i) Liability of Freebird. Freebird shall not be liable for any costs incurred by any Shipper or point operator in complying with an OFO. Freebird shall not be responsible for any damages that result from any interruption in service that is a result of a Shipper's or point operator's failure to comply promptly and fully with an OFO, and the non-complying Shipper or point operator shall indemnify Freebird against any claims of responsibility. However, Freebird shall use reasonable efforts to minimize any such costs or damages.

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

6. INJECTION/WITHDRAWAL AND TRANSPORTATION

6.1 Shipper shall tender all Gas for injection into storage to Freebird at the Point of Injection/Withdrawal specified in the relevant Service Agreement. The quantity of Gas tendered by Shipper to Freebird for injection into storage shall not exceed the MDIQ plus the applicable Fuel Reimbursement without the consent of Freebird.

6.2 Freebird shall make available all Gas to be withdrawn from storage to Shipper at the Point of Injection/Withdrawal specified in the relevant Service Agreement. The quantity of Gas made available to Shipper shall not exceed the MDWQ without the consent of Freebird.

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

6.4 Transportation Imbalances. In the event that Freebird or Shipper delivers or causes to be delivered to Transporter at the Point of Injection/Withdrawal a quantity of Gas not equal to the quantity of Gas received or taken by Shipper or Freebird, a "Transportation Imbalance" may occur. Provided that Freebird has taken or delivered the quantity of Gas nominated by Shipper and scheduled by Transporter as

required of Freebird pursuant to the terms and conditions of this Gas Tariff and the relevant Service Agreement, Shipper shall be liable for all imbalances under its transportation agreement with Transporter. Upon notification by Shipper or Transporter that a Transportation Imbalance exists because Freebird failed to deliver or receive the quantity of Gas nominated by Shipper and scheduled by Transporter in accordance with the terms of this Gas Tariff and the relevant Service Agreement, the terms of Section 8.8 addressing Receipt Defaults and Delivery Defaults shall apply. Shipper agrees to use its best efforts to prevent or diminish any occurrences of Transportation Imbalances. Nothing in this Tariff is intended to inhibit the development of, or discriminate against the use of, imbalance management or title transfer tracking services provided by third parties. Any party interested in providing imbalance management or title tracking services must coordinate with Freebird.

6.5 Costs and Penalties. Shipper shall hold Freebird harmless for all costs and penalties which may be assessed on Shipper by Transporter under Shipper's transportation agreement with Transporter, except to the extent such costs and penalties result from the negligence of Freebird. Shipper and Freebird shall cooperate with each other and with the Transporter to verify delivery and receipt of the volumes of Gas delivered hereunder on a timely basis.

6.6 Downstream and Upstream Transportation. Shipper shall be responsible for transportation to and from the Point of Injection/Withdrawal and payment of all transportation charges relating thereto.

7. STORAGE OPERATIONS

7.1 Subject to the operating conditions of the Transporter, Freebird shall receive Gas for injection from Shipper at the Point of Injection/Withdrawal and make available Gas upon withdrawal to Shipper at the Point of Injection/Withdrawal as scheduled by Shipper from time to time; provided that Freebird shall not be obligated to receive for injection any quantity of Gas if the injection of the same would cause the quantity of Gas stored for Shipper's account to exceed Shipper's Maximum Storage Quantity, Maximum Park Quantity, and/or Maximum Balance Quantity, as applicable; nor shall Freebird be obligated at any time to make available for withdrawal to Shipper more Gas than Shipper has stored in its Storage Inventory, Park Balance and/or Loan Balance, as applicable.

7.2 Due to certain limitations of Freebird's System, Freebird shall not be obligated to receive, at the Point of Injection/Withdrawal, or make available, at the Point of Injection/Withdrawal, any quantity of Gas when the quantity of Gas tendered for delivery to Freebird or requested by Shipper to be delivered, together with all other quantities of Gas tendered for delivery to Freebird at the Point of Injection/Withdrawal or requested for delivery at such Point of Injection/Withdrawal, results in a net metered flow which is less than the minimum or greater than the maximum volumes that Freebird's System is capable of measuring.

8. NOMINATIONS AND SCHEDULING

8.1 During any Day when Shipper desires Freebird to inject or withdraw Gas for Shipper's account, Shipper shall submit a nomination to Freebird (i) for timely nominations, via the Internet Web Site, and (ii) for evening and Intraday nominations, via (a) the Internet Web Site and (b) telephone call to the number(s) provided in the Service Agreement. Each nomination shall include the following minimum

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information: quantity, flow period, upstream transportation contract number(s), downstream transportation contract number(s), Shipper name and Service Agreement number, and the Shipper's authorized employee name and telephone number. All nominations shall be based on a daily quantity.

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

Overrun Quantities should be requested by separate nomination.

8.2 Freebird will accept nominations for service as follows:

(a) The Timely Nomination Cycle: 11:30 a.m. for nominations leaving control of the nominating party; 11:45 a.m. for receipt of nominations by Freebird (including from Title Transfer Tracking Service Providers (TTTSPs)); noon to send Quick Response; 3:30 p.m. for receipt of completed confirmations by Freebird from upstream and downstream connected parties; 4:30 p.m. for receipt of scheduled quantities by Shipper and point operator (all times Central Clock Time on the Day prior to flow).

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

(b) Intraday Nominations. Any nomination received during a Gas Day for the same Day of Gas flow, or any nomination received after the nominations deadline set forth in Section 8.2(a) above for the following Day flow shall be an Intraday nomination. Intraday nominations can be used to request increases or decreases in total flow. Intraday nominations do not roll over (i.e., Intraday nominations span one Day only). Intraday nominations do not replace the remainder of a standing nomination. There is no need to re-nominate if an Intraday nomination modifies an existing nomination. Intraday nominations may be used to nominate new injections or withdrawals. All nominations, including Intraday nominations, should be based on a Daily quantity; thus, an intraday nominator need not submit an hourly nomination. Intraday nominations should include an effective date and time. The affected parties should agree on the hourly flows of the Intraday nomination, if not otherwise addressed in Freebird's contract or tariff. Freebird reserves the right to pro-rate a Shipper's MDIQ or MDWQ for a nomination that takes effect after the beginning of the Gas Day (9:00 a.m. Central Time). Freebird will exercise this right in a non-discriminatory manner consistent with the NAESB standards.

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

Shipper shall have the right to negotiate a lower market rate for any service in which such Shipper agrees to forego its right to evening or Intraday nomination services.

Freebird shall process Intraday nominations in accordance with the following standard nomination cycles:

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(1) The Evening Nomination Cycle: 6:00 p.m. for nominations leaving control of the nominating party; 6:15 p.m. for receipt of nominations by Freebird (including from TTTSPs); 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed confirmations by Freebird from upstream and downstream connected parties; 10:00 p.m. for Freebird to provide scheduled quantities to affected Shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (Central Clock Time on the Day prior to flow).

Scheduled quantities resulting from an Evening Nomination that does not cause another service requestor of Freebird to receive notice that it is being bumped should be effective at 9:00 a.m. on the Gas Day; and when the Evening Nomination causes another service requestor of Freebird to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 a.m. on Gas Day.

(2) The Intraday 1 Nomination Cycle: 10:00 a.m. for nominations leaving control of the nominating party; 10:15 a.m. for receipt of nominations by Freebird (including from TTTSPs); 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of completed confirmations by Freebird from upstream and downstream connected parties; 2:00 p.m. for Freebird to provide scheduled quantities to affected Shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (Central Clock Time on the Gas Day). Scheduled quantities resulting from Intraday 1 Nominations should be effective at 5:00 p.m. on Gas Day.

(3) The Intraday 2 Nomination Cycle: 5:00 p.m. for nominations leaving control of the nominating party; 5:15 p.m. for receipt of nominations by Freebird (including from TTTSPs); 5:30 p.m. to send Quick Response; 8:00 p.m. for receipt of completed confirmations by Freebird from upstream and downstream connected parties; 9:00 p.m. for Freebird to provide scheduled quantities to affected Shippers and point operators (Central Clock Time on the Gas Day). Scheduled quantities resulting from Intraday 2 Nominations should be effective at 9:00 p.m. on Gas Day. Bumping is not allowed during the Intraday 2 Nomination Cycle.

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

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

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(e) Notices provided under this Section 8.2 must be submitted in writing via the Internet Web Site and, if such notice is related to an evening or Intraday nomination, via telephone call to the number provided in the relevant Service Agreement. Shipper shall provide notice of any changes in deliveries to or receipt from Freebird to Transporter and shall be responsible for, and shall hold Freebird harmless from, any and all liabilities and expense resulting from any such changes, unless the added expense is due to the negligence of Freebird.

8.3 Shipper shall make available and tender any Gas to be injected hereunder and receive and accept delivery, upon tender by Freebird, any Gas requested to be withdrawn from storage. The quantity of Gas stored for the account of Shipper shall be increased or decreased upon injection or withdrawal of Gas from storage, as applicable. Shipper shall not (unless otherwise agreed by Freebird in Shipper's Service Agreement) receive or deliver Gas, nor shall Freebird be obligated to receive Gas or deliver Gas, on an hourly basis at rates of flow in excess of 1/24 of Shipper's MDIQ or MDWQ, respectively.

8.4 Freebird shall always have the right to reject a nomination, and shall have no liability to Shipper or any other Person in connection with such rejection of service, if under such nomination any requirement of this Gas Tariff or of the Shipper's Service Agreement has not been met (and, if applicable, maintained) at the time of such nomination.

8.5 Nominations made in accordance with this Article 8 shall not become effective until Freebird has confirmed both the nominated receipts and deliveries with all Transporters. A nomination made in accordance with this Article 8 shall be binding on Freebird and Shipper, subject to the terms of this Gas Tariff and the applicable Service Agreement, and shall remain in effect until duly changed, interrupted by Freebird or a Transporter for operational reasons or, if for Interruptible Service, to serve shippers with a higher service priority, or is otherwise interrupted in accordance with the terms of this Gas Tariff or the applicable Service Agreement.

8.6 Shipper's nomination shall be based on Shipper's reasonable efforts to estimate the quantity of Gas to be injected or withdrawn for the next hour, day, week or month. Shipper may not inject and withdraw simultaneously without the approval of Freebird; Freebird will grant or deny requests to do so on a non-discriminatory basis.

8.7 Default confirmation procedures shall be as follows:

(a) With respect to the timely nomination/confirmation process at a Point of Injection/Withdrawal, in the absence of agreement to the contrary, the lesser of the confirmation quantities shall be the confirmed quantity. If there is no response to a request for confirmation or an unsolicited confirmation response, the lesser of the confirmation quantity or the previously scheduled quantity shall be the new confirmed quantity.

(b) With respect to the processing of requests for increases during the Intraday nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities shall be the new confirmed quantity. If there is no response to a request for confirmation or an unsolicited confirmation response, the previously scheduled quantity shall be the new confirmed quantity.

(c) With respect to the processing of requests for decreases during the Intraday nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities shall be the new confirmed quantity, but in any event no less than the Elapsed Prorated Scheduled Quantity. If there is no response to a request for confirmation or an unsolicited confirmation response, the

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greater of the confirmation quantity or the Elapsed Prorated Scheduled Quantity shall be the new confirmed quantity.

(d) With respect to Sections 8.8(a), (b), and (c), if there is no response to a request for confirmation or an unsolicited confirmation response, Freebird shall provide the service requester with the following information to explain why the nomination failed, if applicable:

- (1) the Shipper's Transporter did not conduct the confirmation;
- (2) the Transporter indicates that the upstream confirming party did not conduct the confirmation;
- (3) the Transporter indicates that the upstream service requester did not have the gas or submit the nomination;
- (4) the Transporter indicates that the downstream confirming party did not conduct the confirmation;
- (5) the Transporter indicates that the downstream service requester did not have the market or submit the nomination.

Ranking should be included in the list of data elements. Freebird shall use Shipper provided rankings when making reductions during the scheduling process when this does not conflict with the rules set forth in this Gas Tariff.

8.8 Inventory Management

(a) Receipt and Delivery Defaults. In the event of either Shipper's or Freebird's unexcused failure (and for purposes of this Gas Tariff, an "unexcused failure" shall not include any failure caused by a Force Majeure or any other interruption of service permitted under this Gas Tariff) to deliver or receive a quantity of Gas (the "Default Quantity") to or from the other Party (or to or from a third party for the account of the other Party) in accordance with a proper nomination under a particular transaction (the "Defaulted Transaction"), such defaulting Party shall use its best efforts to notify the other Party before the scheduled delivery or receipt date, as applicable, for such Default Quantity. In any event, the non-defaulting Party shall provide written notice of the Receipt Default or Delivery Default, as the case may be, to the defaulting Party within three (3) Days after the date of such Delivery Default or Receipt Default (a "Default Notice"), and indicate in such Default Notice whether or not the non-defaulting Party wishes to utilize the remedy provisions of this Section 8.8. Subject to Sections 11 and 23 of this Gas Tariff but notwithstanding any other provision herein or in any Service Agreement to the contrary, the remedies of a non-defaulting Party for a Delivery Default or Receipt Default will be limited to the remedies stated in this Section 8.8. If the non-defaulting Party wishes to utilize the remedy provisions of this Section 8.8, the Parties will (unless the terms of Section 8.8(d) are applicable) act in accordance with Sections 8.8(b) or 8.8(c), as applicable, which may include, among other things, the use of commercially reasonable efforts to enter into a corresponding transaction (the "Corresponding Transaction") (which may include (among other things), to the extent possible given the nature of the relevant Defaulted Transaction, (a) entering into an offsetting transaction, e.g., if the Defaulted Transaction is an ILS transaction, entering into an IPS transaction, or if the Defaulted Transaction is an IPS transaction, entering into an ILS transaction, or (b) entering into such other transaction as to which the Parties may agree) to attempt to mitigate damages to the extent possible while maintaining, to the extent possible, the economic substance of the initial deal between the Parties as evidenced by the original terms of the Defaulted Transaction. Upon request, the Party claiming a Receipt Default or Delivery Default by the other Party shall provide written documentation of such Receipt Default

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or Delivery Default in the form of allocation statements from the applicable Transporter(s). With respect to any remedy for any Receipt Default or Delivery Default, notwithstanding any provision in any Service Agreement to the contrary, and in addition to all other remedies available to Freebird, Shipper will be responsible for all charges that accrued before the date of the Receipt Default or Delivery Default as well as all injection or withdrawal charges that would otherwise be applicable to the Default Quantities under the Defaulted Transaction had such Receipt Default or Delivery Default not occurred.

(b) Firm Storage; Parking; Loaning. Except as provided in Sections 8.8(c) and 8.8(d) below, in the event of a Defaulted Transaction, the Parties shall enter into a Corresponding Transaction or, if the Parties cannot agree to the terms of a Corresponding Transaction (after attempting in good faith to do so), the non-defaulting Party may collect damages from the defaulting Party equal to the greater of (A) the absolute value of the product of (x) the Default Quantity multiplied by (y) the spread between the Daily Reference Price and the NYMEX Prompt Month settlement price for the Day on which the relevant Nomination was made, as adjusted for the applicable basis differential, and (B) the absolute value of the product of (x) the Default Quantity multiplied by (y) the spread between the Daily Reference Price and the NYMEX Prompt Month settlement price for the Day on which the physical gas was actually supposed to flow pursuant to such Nomination, as adjusted for the applicable basis differential. In addition to the foregoing and notwithstanding anything else in any Service Agreement to the contrary, Shipper shall at all times remain obligated for the Storage Reservation Charge associated with Shipper's FSS Service Agreement(s).

(c) Interruptible Storage. If the Defaulted Transaction is an ISS Transaction, the Parties shall use commercially reasonable efforts to re-nominate and deliver or receive the nominated gas, as the case may be, at each Party's earliest possible convenience.

(d) After Termination or Expiration of Service Period. If the Defaulted Transaction is a default by Shipper and results in: (i) Shipper's Storage Inventory remaining in the Storage Facility after the end of a service period (if the relevant Service Agreement is for either FSS, ISS, or IPS) or (ii) Shipper failing to re-deliver all loaned quantities on or before the last Day of the service period (if the relevant Service Agreement is for Loaning Service), Freebird shall have the continuing option to assert, in addition to the other remedies set forth in this Section 8.8, any remedies otherwise available at law or as set forth in this Gas Tariff, including without limitation those remedies set forth in the applicable Rate Schedules.

(e) For ILS transactions, Shipper shall nominate its withdrawals so that all loaned Gas quantities are ratably withdrawn from the Storage Facility during the Days available during the first calendar Month of the Service Agreement period, and shall nominate such that the returned loaned quantities are ratably injected into the Storage Facility during the Days available during the last calendar Month of the Service Agreement period. For IPS transactions, Shipper shall nominate its injections so that all parked volumes are ratably injected into the Storage Facility during the Days available during the first calendar Month of the Service Agreement period, and shall nominate such that such parked volumes are ratably withdrawn from the Storage Facility during the Days available during the last calendar Month of the Service Agreement period.

(f) In the event of imbalances created under the Rate Schedules set Forth in this FERC Gas Tariff, Freebird shall permit Shippers and their agents to offset imbalances accruing on different contracts held by the Shipper with Freebird and, upon prior notification to Freebird, to Trade imbalance quantities with other Shippers.

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9. QUALITY

9.1 Specifications. The Gas tendered by Shipper to Freebird for injection or made available by Freebird to Shipper upon withdrawal at the Point of Injection/Withdrawal shall be of such quality that it shall meet at least the following specifications ("Required Specifications"):

(a) shall have a total heating value of not less than nine hundred sixty-seven (967) Btus per cubic foot, and not more than one thousand seventy (1070) Btus per cubic foot;

(b) shall be commercially free (at prevailing pressure and temperature in Freebird's System) from objectionable odors, dust, gums and gum forming constituents, solid matter, hydrocarbon liquids, water and any other substance that might become separated from the Gas in Freebird's System or that interferes with the merchantability of the Gas or causes interference with the proper and safe operation of the pipeline, meters, regulators and other facilities through which such Gas will flow;

(c) shall not contain more than twenty (20) grains of total sulphur, nor more than one fourth (1/4) of one grain of hydrogen sulphide per one hundred (100) cubic feet;

(d) shall not contain more than two-tenths of one percent (0.2%) by volume of oxygen, and Shipper shall make every reasonable effort to keep the gas free of oxygen;

(e) shall not contain more than four percent (4%) by volume of a combined total of carbon dioxide and nitrogen components; provided, however, that the total carbon dioxide content shall not exceed two percent (2%) by volume and the total nitrogen content shall not exceed three percent (3%) by volume;

(f) shall have a temperature of not more than one hundred twenty degrees (120 degrees) Fahrenheit;

(g) shall contain no more than two-tenths (0.2) gallons of neopentane or heavier liquefiable hydrocarbons per Mcf;

(h) shall contain no carbon monoxide, halogens, or unstaturated hydrocarbons, and no more than four hundred parts per million (400 ppm) by volume of hydrogen;

(i) shall be free of hydrocarbons in liquid form at the temperature and pressure at which the Gas is delivered; and

(j) shall have been dehydrated by Shipper for removal of entrained water present therein in a vapor state, and in no event contain more than seven (7) pounds of entrained water per million cubic feet, at a pressure base of fourteen and seventy three hundredths (14.73) pounds per square inch and a temperature of sixty degrees (60 degrees) Fahrenheit as determined by dew-point apparatus approved by the Bureau of Mines or such other apparatus as may be mutually agreed upon.

9.2 Rejection of Gas. Either party shall be entitled to reject any Gas tendered to it by the other party which does not meet the minimum specifications of Section 9.1 above. Acceptance of such Gas does not constitute any waiver of Freebird's right to refuse to accept similarly nonconforming Gas. If Freebird agrees to accept Non-Spec Gas (defined below) under a Service Agreement, Shipper shall be allowed to

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deliver Non-Spec Gas under that Service Agreement, but no other, and Freebird will have the continuing right to require Shipper to bring its prospective deliveries under that Service Agreement into compliance with the Required Specifications within a specified period of time, as determined in Freebird's sole discretion. Upon delivery of Non-Spec Gas that Freebird has not expressly allowed or which Shipper does not bring into compliance in the time period specified by Freebird, the receipt of such Non-Spec Gas may be terminated immediately and notification of such termination may occur after the fact. Failure by either Freebird or Shipper to tender Gas deliveries that conform to the Required Specifications shall not be construed to eliminate, or limit in any manner, Freebird's or Shipper's rights and obligations existing under any other provision of any Service Agreement.

9.3 Hazardous Substances. Shipper agrees to supply or cause to be supplied to Freebird upon demand, at any time and from time to time, a sample of liquids removed from the gas stream at any Point of Injection, whether removed by a coalescer or otherwise, for analysis at a laboratory of Freebird's choosing. If at any time PCBs or any other toxic substances or chemicals that Freebird deems hazardous and/or in any way unsafe for transportation are found in the liquid samples supplied to Freebird by Shipper, Freebird may in its sole discretion immediately cease the receipt of such gas and any associated liquids. Upon adequate proof that such toxic or hazardous substances are no longer present at levels deemed unsafe by Freebird, Freebird shall restore service to Shipper at the affected Point of Injection.

9.4 Shipper shall indemnify and hold Freebird harmless against all claims, damages, and expenses (including, without limitation, reasonable attorneys' fees and costs of litigation, notwithstanding anything to the contrary in this Gas Tariff or in any Service Agreement) suffered by Freebird to the extent such claims, damages, and/or expenses arise from Shipper's delivery of gas not in conformance with the Required Specifications ("Non-Spec Gas"), whether or not Freebird agreed to accept such Non-Spec Gas under Section 9.2 above.

10. PRESSURE AND INJECTION/WITHDRAWAL RATES

10.1 Injection Pressures. Shipper shall deliver or cause to be delivered to Freebird all Gas for parking or injection at the Point of Injection/Withdrawal at pressures not less than 550 psig and not in excess of the maximum allowable operating pressure ("MAOP") on Freebird's System at the Point of Injection/Withdrawal. Freebird shall be responsible for maintaining facilities at such Point of Injection/Withdrawal to permit Shipper to deliver Gas to Freebird at such allowed pressures.

10.2 Withdrawal Pressures. Freebird shall make Gas available to Shipper at pressures that are high enough to allow gas to enter the pipeline facilities at the Point of Injection/Withdrawal against the operating pressures maintained by Transporter. Freebird shall not be required to make Gas available at pressures in excess of those required by Transporter or in excess of Transporter's maximum allowable operating pressure (MAOP), not to exceed 936 psig.

10.3 Injection and Withdrawal Rates. Notwithstanding Sections 10.1 and 10.2 above, Freebird has designed its System to store, inject and withdraw Gas based on "normal" operating pressures maintained by the Transporter at the Point of Injection/Withdrawal with allowances for reasonable fluctuations, and consistent with an hourly rate of flow as provided for in Section 8.3. In the event that conditions on the Transporter's system vary substantially from this normal" design condition coincident with high levels of Shipper injection or withdrawal activity, Freebird's capability to inject or withdraw the quantities set forth

in its Service Agreements may be impaired, resulting in an interruption in service. If this happens, capacity will be allocated pursuant to Section 5 of the General Terms and Conditions of this FERC Gas Tariff. Shipper agrees to indemnify and hold Freebird harmless for any loss caused by any such interruption in service.

11. TITLE AND RISK OF LOSS

11.1 Shipper warrants for itself, its successors and assigns, that that it will have good title to all Gas delivered to Freebird, at the time of delivery of such Gas to the Storage Facility (for any reason, including, without limitation, for storage service and/or loan payback) and that the Gas it delivers hereunder shall be free and clear of all liens, encumbrances, or claims whatsoever; and that it will indemnify Freebird and save it harmless from all claims, suits, actions, damages, costs and expenses arising directly or indirectly from or with respect to the title and/or right to Gas tendered to Freebird hereunder. Except in those instances when Freebird expressly takes title to Shipper's Gas pursuant to its rights under this Gas Tariff, a Service Agreement or as otherwise allowed by law, Shipper shall at all times retain title to all Gas delivered by Shipper for its own account to the Storage Facility (except Gas delivered by Shipper as fuel or loan payback), provided, however, that such Gas may be commingled with other Gas in the Storage Facility (subject to Section 11.3 below).

11.2 Shipper shall be in control and possession of the Gas prior to and including the time of its delivery to Freebird at the Point of Injection/Withdrawal and at the time of and after redelivery by Freebird to Shipper at the Point of Injection/Withdrawal. Shipper shall bear the risk of loss or contamination of such Gas (i) while the gas is in the control and possession of Shipper or its designated Transporter, (ii) resulting from any Force Majeure event described in Section 15 and any failure of equipment resulting therefrom, except to the extent any loss or contamination of Gas is caused by Freebird's intentional or negligent act or omission, and (iii) resulting from any third party action or inaction, and Shipper shall indemnify and hold Freebird harmless from any damage or injury caused thereby. Freebird shall be in control and possession of the Gas after the receipt of the same at the Point of Injection/Withdrawal and until redelivery by Freebird to Shipper at the Point of Injection/Withdrawal. The risk of loss or contamination of Gas injected into, parked or stored in and withdrawn from storage shall remain with Shipper, and Freebird shall not be liable to Shipper for any loss or contamination of Gas, except to the extent caused by the intentional or negligent acts or omissions of Freebird. Any losses or contamination of Gas, unless due to the intentional or negligent act or omissions of Freebird, shall be shared proportionally by all Shippers, based on each Shipper's Storage Inventory, Park Balance and/or Loan Balance, as applicable. In the event of loss or contamination of Gas for which Freebird is responsible under this Section 11.2, Freebird shall have the option, in its sole discretion, to either (a) pay Shipper for such Gas (at the then current market value as determined in accordance with the applicable Reference Price) or (b) replace such Gas with an equivalent quantity of Gas. In no event will Freebird's liability for any loss or contamination of Gas exceed the current market value of the Gas at the time of such loss or contamination.

11.3 The Parties acknowledge and agree that gas which is delivered to the Storage Facility pursuant to any Service Agreement is a fungible good as that term is defined in Ala. Code § 7-1-201(18), and that the unit of gas is one (1) Dth. Shipper understands and agrees that any gas delivered shall be commingled with all other gas previously or subsequently delivered and stored at the Storage Facility. "Receipts" (as that term is used in Ala. Code § 7-7-207(b)) shall be based on confirmations of delivery by the Transporter delivering gas to the Storage Facility. Freebird will not be obligated to deliver to Shipper

the same Gas that was delivered to Freebird by or on behalf of Shipper but shall be obligated to deliver only such quantity of Gas as the Shipper is entitled to receive from Freebird in accordance with this Gas Tariff and the relevant Service Agreement. Without limiting Freebird's obligation set forth in the immediately preceding sentence, Freebird shall be entitled to use all quantities of Gas delivered to the Storage Facility for any and all purposes, including, without limitation, for delivery or transfer thereof to other Shippers to satisfy Freebird's obligations under Service Agreements with such other Shippers. Shipper acknowledges that the Service Agreements, nominations, invoices or any other document issued pursuant to the Service Agreements are non-negotiable instruments under Ala. Code § 7-7-104(b).

12. MEASUREMENT

12.1 The quantity of Gas received and delivered hereunder shall be measured (i) in accordance with the applicable Transporter's pipeline tariff, if the Transporter is the party responsible for custody transfer at the applicable Point of Injection/Withdrawal, or (ii) in accordance with Sections 12.2 - 12.3 below, if Freebird is the party responsible for custody transfer at the applicable Point of Injection/Withdrawal.

12.2 The service unit of Gas scheduled, received, or delivered by Freebird under this Gas Tariff shall be a Dekatherm. Dekatherms will be determined by multiplying the Mcf volume by the ratio of the heating value per cubic foot to 1,000. The unit of volume for measurement of all quantities of Gas shall be one (1) cubic foot of Gas at the base temperature of sixty degrees Fahrenheit (60 degrees F) and at an absolute pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch and dry. One thousand (1,000) cubic feet shall be denoted as 1 Mcf. All fundamental constants, observations, records, and procedures involved in determining and/or verifying the quantity and other characteristics of Gas delivered hereunder shall, unless otherwise specified herein, be in accordance with the standards prescribed in Report No. 9 of the American Gas Association ("AGA"), as now in effect and from time to time amended or supplemented. All measurements of Gas shall be determined by calculation into terms of such unit. Notwithstanding the foregoing, it is agreed that, for all purposes, the Btu content of the Gas received and delivered by Freebird hereunder shall be measured on a "dry" basis rather than a fully saturated or "wet" basis. For Gas volumes reported in cubic meters, the standard conditions are 101.325 kPa, 15 degrees C, and dry. If positive displacement, ultra sonic flow or turbine meters are used, measurement shall be performed in accordance with AGA 9 as currently available and with any subsequent amendments thereof accepted by Freebird in its reasonable judgment. The temperature of the Gas flowing through a meter station shall be obtained by the use of a flow computer. The temperature of the Gas during the measurement period shall be used in computing the quantities of Gas delivered during such period. The heating value and the specific gravity shall be determined by on-line C6+ chromatographic analysis of the Gas stream. The values of the physical constants for the Gas compounds and the procedure for determining the gross heating value and/or the specific gravity of the Gas from them shall be as set forth in the referenced AGA Report No. 9.

12.3 Freebird shall, if necessary, install, maintain and operate, or cause to be installed, maintained and operated, the measurement facilities required hereunder. Said measurement facilities shall be so equipped with ultrasonic flow meters, recording gauges, or other types of meters of standard make and design commonly acceptable in the industry, as to accomplish the accurate measurement of Gas received and delivered hereunder. The retrieval of data, calibrating and adjustment of meters shall be done by Freebird or its agent. The accuracy of the measuring equipment, shall be verified at reasonable intervals but

not more often than is found necessary in practice. The accuracy of chromatographs shall be verified at least once every thirty (30) Days. If, upon testing, the measuring equipment is found to be in error by not more than two percent (2%), previous recordings of such equipment shall be considered accurate in computing deliveries, but such equipment shall be adjusted at once to record accurately. If, upon testing, the measuring equipment shall be found to be inaccurate by an amount exceeding two percent (2%), at a recording corresponding to the average hourly rate of flow for the period since the last preceding test, then any previous recordings of such equipment shall be corrected to zero error for any period which is known definitely or agreed upon, but in the case of the period is not known or agreed upon, such correction shall be for a period extending over one-half of the time elapsed since the last test, not exceeding a correction period of sixteen (16) Days. If after testing a meter is found to be out of service or registering inaccurately, the quantity of Gas delivered shall be determined: (a) by correcting the error if the percentage of error is ascertainable by calibration, tests or mathematical calculation, or in the absence of any such possible method of determining deliveries, then (b) by using the registration of any check meter or meters, if installed, and accurately measuring or, in the absence of both possible methods of determining deliveries as set forth in (a) or (b), then (c) by estimating the quantity of Gas delivered as the same quantity of Gas delivered during previous periods under similar conditions when the meter was registering accurately.

13. BILLING AND PAYMENT

13.1 Invoice. Not later than the tenth (10th) Business Day of each month Freebird shall provide Shipper (including a Replacement Shipper) an invoice and any required backup data (which may be transmitted by fax or electronic mail) setting forth (i) the charges due for the preceding Month; (ii) the total quantity of Gas, stated in Dekatherms, received from and made available to Shipper at the Point of Injection/Withdrawal hereunder during the preceding Month(s), and the amount due therefor; and if applicable, (iii) the amount of Shipper's Gas in storage as of the close of the preceding Month and information sufficient to explain and support any adjustments made by Freebird in determining the amount billed. Invoices will be based on actuals (if available) or best available data. If actual quantities are not available by the tenth (10th) Business Day of the month, Freebird may invoice based on best available data subject to adjustment to actuals at a later date. All charges to Shipper will be subject to all applicable taxes, if any, payable on the services provided by Freebird, including, without limitation, tax on any Fuel provided by Shipper and any ad valorem or similar tax assessed on Shipper's Gas in the Storage Facility, all of the foregoing being the responsibility of Shipper at all times. All references to prices, fees, charges, or other monetary amounts will be in U.S. dollars unless otherwise expressly provided in the applicable Service Agreement.

13.2 Application of Payments for Released Capacity. Payments to Freebird by a Replacement Shipper for released capacity shall be applied as follows, in the following order: (i) Freebird shall retain amounts equal to the Replacement Shipper's usage charges; (ii) Freebird will credit the balance to Storage Reservation Charges due from the Replacement Shipper; and (iii) Freebird shall remit the remaining balance, if any, or shall charge any balance due, to the Replacement Shipper, in accordance with Section 4.10 of the General Terms and Conditions of this FERC Gas Tariff. If any balance due from the Replacement Shipper remains unpaid, the outstanding balance will then be billed to the Releasing Shipper, provided that the Releasing Shipper is only liable to the extent of its Storage Reservation Charges specified in the applicable Service Agreement and corresponding Rate Schedule, plus applicable interest calculated in accordance with Section 154.501(d) of the Commission's regulations.

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-304-000

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13.3 Payment. Shipper shall pay Freebird by wire transfer the full amount reflected on the invoice within ten (10) days of the date of the invoice. If the tenth (10th) day shall fall upon a weekend or legal holiday, then such payment shall be made on the last regular Business Day prior to such tenth (10th) day. Party making payment should submit supporting documentation; Party receiving payment should apply payment per supporting documentation provided by the paying Party; and if payment differs from invoiced amount, remittance detail should be provided within two (2) Business Days of the payment due date. All payments shall be made without any deduction or withholding for or on account of any tax.

13.4 Billing Error. If an error is discovered in any billing, such error shall be adjusted within thirty (30) days of the determination thereof. If a dispute arises as to the amount payable in any invoice rendered hereunder, Shipper shall nevertheless pay when due the amount not in dispute under such invoice. Such payment shall not be deemed to be a waiver of the right by Shipper to recoup any overpayment, nor shall acceptance of any payment be deemed to be a waiver of the right by the Shipper to recoup any overpayment, nor shall acceptance of any payment be deemed to be a waiver by Freebird of any underpayment. In the event Shipper fails to forward the entire undisputed amount due to Freebird when same is due, interest on the unpaid portion shall accrue at the same rate of interest and in the same manner as prescribed for pipeline refunds as set forth in Section 154.501(d) of the Commission's regulations from the date such payment is due until the same is paid. If at any time payments for services and payments for interest are both due, any payments thereafter received shall be applied first to all interest payments due, then to the service payments due in order from the oldest to the most current payments due. If any undisputed invoiced amount remains unpaid after the due date thereof, in addition to any other rights that Freebird may have under this Gas Tariff, the relevant Service Agreements and/or at law or in equity, Freebird shall have the right, upon giving Shipper written notice, to suspend services under any or all Service Agreements. Contemporaneously with suspension of Shipper's services, Freebird shall be entitled to provide notice to Shipper and to the FERC that Shipper's services shall be terminated if all amounts due to Freebird are not paid within thirty (30) days of Freebird's delivery of such notice to Shipper. During any period of suspended deliveries and following any termination of service, Freebird shall not charge Shipper reservation charges.

13.5 Billing Disputes. If Shipper withholds payment of any disputed amount as authorized herein, Shipper shall on or before the due date of the disputed invoice submit to Freebird a written explanation of the dispute and any available supporting documentation. The Parties shall then cooperate in good faith to resolve such dispute as expeditiously as possible, and the portion, if any, of such disputed amount eventually determined to be due shall bear interest at the rate stated in Section 13.4 above from the original due date until the date actually paid.

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

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-304-002

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Superseding: Superseding Original Sheet No. 143

14. TAXES

Shipper shall be responsible for all taxes and assessments, of any nature, assessed by any governmental authority in respect of Gas to which Shipper holds title, notwithstanding that such Gas may be held in the Storage Facility as of such governmental authority's tax assessment / property reporting date. Notwithstanding anything to the contrary that may be contained in any Service Agreement, Shipper shall be responsible for, and shall pay directly to the relevant governmental authority, all ad valorem taxes payable in respect of all or any portion of Shipper's Gas. If at any time Freebird is required to remit any taxes assessed on Gas or related to the services provided under a Rate Schedule of this FERC Gas Tariff, then Freebird shall have the right to collect from Shipper such taxes, including any penalties and interest. Shipper agrees to reimburse Freebird for the taxes assessed on the Gas or storage-related services, including any penalties and interest, within fifteen (15) days of the date of invoice from Freebird. Shipper shall furnish Freebird information, satisfactory to Freebird, to enable Freebird to comply with any reports required by state or federal government and agencies. Shipper recognizes that Freebird may be required to file Federal and state tax returns, and Shipper agrees to furnish Freebird with adequate information pertaining to the taxation on the Gas. Shipper shall coordinate such filings with Freebird.

15. FORCE MAJEURE

15.1 Effect of Force Majeure. In the event Freebird is rendered unable, wholly or in part, by reason of Force Majeure, as defined herein, to perform, wholly or in part, any obligation or commitment under Shipper's Service Agreement, it is agreed that upon Freebird's giving notice and full particulars of such Force Majeure on its Internet Web Site and/or in writing to Shipper within seventy-two (72) hours after the occurrence of the cause relied on, then the obligations of Freebird shall be suspended to the extent that Freebird's ability to perform such obligations is affected by such Force Majeure and for the period of such Force Majeure, but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch. Nothing in this Gas Tariff or in any Service Agreement shall obligate Freebird to request or pay for added compression in order to remedy a Force Majeure.

(b) Force Majeure and obligation to Pay/Credit Storage Reservation Charges. A Shipper taking Firm service under Rate Schedule FSS shall not be relieved of its obligations to pay Storage Reservation Charges specified in such Firm Rate Schedules due to an event of Force Majeure and Freebird shall include the full amount of such Storage Reservation Charges on the Shipper's invoice for any Month in which an event of Force Majeure shall have occurred, provided, however, that if such Force Majeure persists for more than 3 Days, Shipper shall be allowed a credit against its Storage Reservation Charges payable under Rate Schedule FSS and Service Agreement to reflect any reduction in Freebird's ability to render Firm service resulting from a Force Majeure declared by Freebird; provided, further, however, that such credits will not be given to the extent Shipper is afforded extra Service Agreement Days under the terms of Section 8.3 of the FSS Rate Schedule.

15.2 Nature of Force Majeure. The term "Force Majeure" as employed herein shall mean any cause whether of the kind enumerated herein or otherwise, not reasonably within the control of Freebird, such as acts of God; strikes, lockouts and industrial disputes or disturbances; inability to secure or delays in obtaining labor, materials, supplies, permits, easements or rights-of-way, including inability to secure

Effective Date: 10/01/2008 Status: Effective

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materials by reason of allocations promulgated by authorized governmental agencies; arrests and restraints of governments and people; interruptions by government or court orders; present and future valid orders, decisions or rulings of any government or regulatory entity having proper jurisdiction; acts of the public enemy; vandalism; wars; riots; civil disturbances; blockades; insurrections; epidemics; landslides; lightning; tornadoes; hurricanes; earthquakes; fires; storms; floods; washouts; inclement weather which necessitates extraordinary measures and expense to maintain operations; explosions; breakage, accidents and/or maintenance to plant facilities including machinery, lines of pipe, accidents and/or unscheduled maintenance of wells or subsurface storage caverns or reservoirs; testing (as required by governmental authority or as deemed necessary by Freebird for the safe operation of the facilities required to perform the services hereunder); and the making of repairs or alterations to pipelines, storage, and plant facilities including Transporter's pipeline repairs. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of Freebird, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of opposing party when such course is inadvisable in the discretion of Freebird.

16. NOTICES

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

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

17. FUEL REIMBURSEMENT

Shipper shall be required to compensate Freebird for all fuel, including but not limited to: (a) compression fuel; (b) dehydration fuel; (c) line heating fuel; and (d) all lost and unaccounted for volumes, to the extent required for the operation and maintenance of Freebird's System.

18. GAS TITLE TRANSFERS

18.1 Title Transfers of Gas in Storage:

(a) A Shipper that has executed a Service Agreement under Rate Schedules FSS, ISS, IPS or IBS may sell its Storage Inventory or Park Balance, as applicable, to any other Shipper that has executed a Service Agreement under Rate Schedules FSS, ISS, IPS or IBS if:

(1) Shipper selling Storage Inventory or Park Balance, as applicable, provides notification to Freebird prior to the nomination deadline and provides Freebird with written verification of the transfer within three (3) Business Days; and

Effective Date: 10/01/2008 Status: Effective
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(2) The purchase does not cause either Shipper to exceed its Maximum Storage Quantity or Maximum Park Quantity, as applicable, and as specified in Shipper's Service Agreement or Shipper's Hub Services Agreement, as applicable, or cause either Shipper's balance to go below zero.

(b) Freebird will recognize the transfer for purposes of computing available Storage Inventory or Park Balance, as applicable, on a prospective basis within twenty-four (24) hours after receiving the notification. In the event the required written verification is not received, the transfer will no longer be recognized and the Storage Inventory for each Shipper will be restated to reflect the reversal of the transfer.

(c) For each title transfer of Gas in storage performed by Shipper under this Section, the transferring Shipper shall pay the fee, if any, for title transfer agreed to by Freebird and the Shipper. This section does not prohibit or limit the number of title transfer services provided by third party providers.

19. PENALTIES

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

19.2 In addition to the payment of the penalties set forth in Section 19.1 herein, the responsible Shipper shall also be liable, and shall reimburse Freebird, for all costs incurred by Freebird as a consequence of such Shipper's actions.

20. TRANSMISSION PROVIDER STANDARDS OF CONDUCT

20.1 Freebird does not meet FERC's definition of a Transmission Provider because it is a storage company authorized to charge market-based rates, is not interconnected with the facilities of any affiliated interstate natural gas pipeline, has no exclusive franchise area, has no captive customers and has no market power. Therefore, Freebird is not required to comply with the FERC's Transmission Provider Standards of Conduct, as promulgated in Order Nos. 2004, et al., and codified at 18 C.F.R. Part 358, as if it were a Transmission Provider, but nevertheless will undertake to ensure transparency and confidence to Freebird's customers in its provision of services on a non-discriminatory basis.

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

20.3 Freebird shall provide service under Rate Schedules FSS, ISS, IPS, ILS, and IBS on a basis that is equal (except as otherwise set forth in this FERC Gas Tariff) in quality for all gas supplies stored, parked, loaned and/or balanced by Freebird under such Rate Schedules.

Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-691-000

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a written response to the complaint. In the event the required date of Freebird's response falls on a Saturday, Sunday or a holiday that affects Freebird, Freebird shall respond by the next Business Day.

21. NORTH AMERICAN ENERGY STANDARDS BOARD ("NAESB") STANDARDS

Freebird adopts or exceeds all of the Business Practices and Electronic Communication Standards which were required by the Commission in 18 C.F.R. Section 284.12(b) in accordance with Order Nos. 587, et al.

In addition to the standards reflected in other provisions of this FERC Gas Tariff, the following NAESB Wholesale Gas Quadrant ("WGQ") standards, definitions and data sets, Version 1.8, are incorporated herein by reference:

General Standards:

0.1.3, 0.2.1, 0.2.2, 0.2.3, 0.3.1, 0.3.2, 0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10, 0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15, and 0.4.1

Nominations Related Standards:

1.1.7, 1.2.1, 1.2.2, 1.2.3, 1.2.5, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.13, 1.2.17, 1.2.18, 1.2.19, 1.3.2(v), 1.3.2(vi), 1.3.3, 1.3.4, 1.3.7, 1.3.8, 1.3.14, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.20, 1.3.21, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.47, 1.3.48, 1.3.49, 2.3.50, 1.3.51, 1.3.52, 1.3.53, 1.3.54, 1.3.55, 1.3.56, 1.3.57, 1.3.58, 1.3.59, 1.3.60, 1.3.61, 1.3.62, 1.3.63, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.78, 1.3.79, 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6 and 1.4.7.

Flowing Gas Related Standards:

2.2.1, 2.2.2, 2.2.3, 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, 2.3.24, 2.3.25, 2.3.26, 2.3.27, 2.3.28, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.33, 2.3.34, 2.3.35, 2.3.36, 2.3.37, 2.3.38, 2.3.39, 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, 2.3.49, 2.3.50, 2.3.65, 2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.12, 2.4.13, 2.4.14, 2.4.15, 2.4.16, 2.4.17 and 2.4.18.

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Invoicing Related Standards:

3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.14, 3.3.15, 3.3.16, 3.3.18, 3.3.20, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26, 3.4.1, 3.4.2, 3.4.3, and 3.4.4.

Quadrant Electronic Delivery Mechanism Related Standards:

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, 4.3.1, 4.3.2, 4.3.3, 4.3.5, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.29, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.39, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.51, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.56, 4.3.57, 4.3.58, 4.3.59, 4.3.60, 4.3.61, 4.3.62, 4.3.65, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.73, 4.3.74, 4.3.75, 4.3.76, 4.3.78, 4.3.79, 4.3.80, 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, and 4.3.93..

Capacity Release Related Standards:

5.2.2, 5.3.5, 5.3.8, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.17, 5.3.18, 5.3.19, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.26, 5.3.27, 5.3.28, 5.3.29, 5.3.30, 5.3.31, 5.3.32, 5.3.33, 5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.43, 5.3.46, 5.3.47, 5.3.50, 5.3.51, 5.3.52, 5.3.53, 5.3.54, 5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5, 5.4.6, 5.4.7, 5.4.8, 5.4.9, 5.4.10, 5.4.11, 5.4.12, 5.4.13, 5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.18, 5.4.19, 5.4.20, 5.4.21, 5.4.22, and 5.4.23

Internet Electronic Transport Related Standards:

10.1.1, 10.1.2, 10.1.3, 10.1.4, 10.1.5, 10.1.6, 10.1.7, 10.1.8, 10.1.9, 10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38, 10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12, 10.3.13, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, and 10.3.25.

22. GENERAL PROVISIONS

22.1 Insurance.

Shipper shall be responsible for providing its own insurance coverage with respect to Gas it tenders for storage and has stored in the Freebird System.

22.2 Joint Obligations.

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

Effective Date: 08/01/2009 Status: Effective
FERC Docket: RP09-691-000

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22.3 Non-Discriminatory Waiver of Tariff Provisions and Non-Waiver of Future Defaults.

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

22.4 Modification.

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

22.5 Successors in Interest.

Any company which shall succeed by purchase, merger, consolidation or otherwise to the properties substantially as an entirety, of Freebird or of Shipper, shall be entitled to the rights and shall be subject to the obligations of its predecessors in title under a Service Agreement, provided, however, that Freebird reserves the right to evaluate and approve the creditworthiness of Shipper's successor(s)-in-interest in accordance with the terms of this Gas Tariff. In accordance with the capacity release procedures set forth in Section 4 of the General Terms and Conditions, Shipper may, without relieving itself of its obligations under such Service Agreement, assign any of its rights and obligations thereunder to another shipper, but otherwise no assignment of such Service Agreement, or of any of the rights or obligations thereunder, shall be made unless there first shall have been obtained the written consent thereto of Freebird, in the event of any assignment by Shipper, or the written consent thereto of Shipper, in the event of an assignment by Freebird, and such consent by Freebird or Shipper, as applicable, shall not be unreasonably withheld. It

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-304-002

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shall be reasonable for Freebird to withhold consent if (a) Shipper requests consent to assign less than its entire interest in a Service Agreement, or (b) the proposed assignee does not meet Freebird's creditworthiness requirements as described in this Gas Tariff. Notwithstanding the foregoing, Freebird may assign its rights and obligations under a Service Agreement to an affiliate without the prior consent of Shipper. These restrictions on assignment shall not in any way prevent any party from pledging or mortgaging its rights under a Service Agreement as security for its indebtedness (but never in contravention of Freebird's liens and security interest on Shipper's Gas in storage). Any direct or indirect assignment of Service Agreement rights by Shipper under this Section shall be made in good faith and not for the purpose of avoiding the requirements of the capacity release provisions of this Gas Tariff.

22.6 Imbalance Management Services Provided by Third Parties.
Nothing in this FERC Gas Tariff is intended to inhibit the development of or discriminate against the use of, imbalance management services provided by third parties or Freebird's Shippers. Any party interested in providing imbalance management services must coordinate with Freebird.

22.7 Forward Contracts; Eligible Contract Participants
Each parking transaction and loaning transaction entered into subject to this Tariff which has a maturity date more than two Days after the date the transaction is entered into will constitute a "forward contract" pursuant to Section 101(25) of Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (as amended, the "United States Bankruptcy Code"); the Parties to such transactions are each "forward contract merchants" within the meaning of Section 101(26) of the United States Bankruptcy Code; and the payments made to each Party with respect to such transactions constitute "settlement payments" within the meaning of Section 101(51A) of the United States Bankruptcy Code. To the extent any transaction under any Service Agreement is deemed to be a forward contract, each Party shall be deemed to represent at the time it enters into such transaction that it is an "eligible contract participant," as defined in the Commodity Exchange Act, 7 U.S.C. § 1a(12). Notwithstanding the other terms of this Section 22.7 or any other section of this Tariff, this Tariff shall at all times be construed consistently with the United States Bankruptcy Code, provided that if any aspect of this Tariff is deemed to be inconsistent with the United States Bankruptcy Code, it may be reformed to the extent necessary to make it fully consistent with the United States Bankruptcy Code. To the extent that both Freebird and/or its customer(s) are not in bankruptcy, Freebird does not intend for this provision to override the Commission's regulations and policies.

22.8 Severability
If any provision of any Service Agreement is declared null and void, or voidable, by a regulatory body or court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Service Agreement shall remain in full force and effect.

23. TERMINATION FOR DEFAULT

23.1 Delivery and Receipt Defaults. Except as set forth in Section 23.2 below, Delivery Defaults and Receipt Defaults by either Party shall be addressed in the manner set forth in Section 8.8 of this Tariff.

23.2 Event of Default. The occurrence at any time with respect to a Party of any of the following events shall constitute an event of default ("Event of Default") with respect to such Party:- (A) The Party

Effective Date: 10/01/2008 Status: Effective

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or its Credit Support

Provider shall be the subject of a Bankruptcy, as defined in Section 23.7 below; (B) the Party shall fail to perform any material covenant or obligation imposed upon it under a Service Agreement (or in the case of Delivery Defaults or Receipt Defaults, the Defaulting Party commits several such defaults of a repetitive, consistent and on-going basis, and, as a result of such defaults, the other Party's benefit of the bargain under a Service Agreement is materially diminished in the Non-Defaulting Party's reasonable judgment); or (C) the Party's Credit Support Provider shall fail to perform any material covenant or obligation imposed upon it under any credit support agreement provided pursuant to a Service Agreement.

23.3 Termination of Service. If at any time an Event of Default with respect to a Party ("Defaulting Party") has occurred and is continuing, the other Party ("Non-Defaulting Party") may, at its option, terminate all Service Agreements (except Hub Service Agreements for which the "Beginning Date of Service" has already occurred, for which the Defaulting Party will be allowed to offer adequate assurance of performance, with the adequacy of such assurance being determined by the Non-Defaulting Party in its reasonable discretion, provided that if the Defaulting Party fails to provide adequate assurance of performance, the Non-Defaulting Party may (but will not be required to) then terminate such contracts) by proceeding as follows: (a) the Non-Defaulting Party shall provide written notice (by electronic mail and/or facsimile, promptly followed by courier or overnight mail) to the Defaulting Party stating specifically the cause for terminating the Service Agreement(s) and declaring it to be the intention of the Non-Defaulting Party to terminate the same on a designated date not earlier than thirty (30) days thereafter (the "Early Termination Date"); thereupon the Defaulting Party shall have thirty (30) days after receipt of such notice to remedy or remove the cause or causes stated in the notice, and if within the thirty-day period the Defaulting Party does so remove and remedy said cause or causes and fully indemnifies the Non-Defaulting Party for any and all consequences of such Event of Default, by good and sufficient means acceptable to the Non-Defaulting Party, on or before the Early Termination Date, then such notice shall be withdrawn and the Service Agreement shall continue in full force and effect; (b) in case the Defaulting Party does not remedy and remove the cause or causes and does not indemnify the Non-Defaulting Party for any and all consequences of such Event of Default within the thirty-day period, then, after any necessary notice to regulatory bodies having jurisdiction (which notice may be given at the same time as the termination notice to Defaulting Party), the Service Agreement shall be terminated as of the Early Termination Date, provided that notice of termination has not been withdrawn prior thereto, with such termination being effectuated pursuant to the further terms of these General Terms and Conditions; (c) if termination occurs pursuant to subsection (b) above, all Service Agreements (except currently performing Hub Services Agreements, as set forth above) between Shipper and Freebird then outstanding will be subject to termination as of the Early Termination Date (i.e., there will be no "cherry-picking") in accordance with the further provisions of this Section 23; and (d) any termination of such Service Agreement(s) pursuant to the provisions of this Section shall be without prejudice to the right of Freebird to collect any amounts then due to it for services rendered prior to the time of termination, and shall be without prejudice to the right of Shipper to receive any service for which it has paid and is entitled but has not received prior to the time of termination, and without waiver of any remedy, at law or in equity, to which the Non-Defaulting Party may be otherwise entitled, including, without limitation, the right to off-set any amount owing by the Defaulting Party to the Non-Defaulting Party under the Service Agreement(s) against any amount owing by the Non-Defaulting Party to the Defaulting Party under the Service Agreement(s) or under any other agreement.

23.4 Suspension of Service. Prior to a termination for Event of Default, upon written notice detailing Freebird's reasons for suspension, Freebird may suspend service to any Shipper who fails to comply with the terms of a Service Agreement. Freebird's failure to invoke its rights to suspend or terminate service at any time shall not be construed as a waiver of Freebird's right to suspend or terminate service at any other time Shipper is in breach of the terms of a Service Agreement. During any period of

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-304-002

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suspension and following any termination of service, Freebird shall not charge Shipper reservation charges. At Freebird's option, a termination notice given pursuant to Section 23.3 above may also serve as a notice of immediate suspension under this Section.

23.5 Notwithstanding, and in addition to but not in limitation of, any other provision in this Gas Tariff or any Service Agreement, if at any time an Event of Default by Shipper has occurred and is continuing, Freebird shall have the right to exercise its rights and remedies in respect of any Performance Assurance provided by Shipper and exercise its rights and remedies in respect of any lien or security interest in accordance with state law held by Freebird on Gas stored in the Storage Facility for Shipper's account, and to apply the proceeds of the private sale of such Gas to satisfy any amounts owing by Shipper to Freebird under any Service Agreement. Freebird's termination notice rendered in accordance with these General Terms and Conditions shall be deemed sufficient notice for all purposes, including, without limitation, for Articles 7 and 9 of the Code of Alabama or any other version of the Uniform Commercial Code (or similar law) as adopted in any relevant jurisdiction.

23.6 Early Termination. If an Event of Default by a Defaulting Party is not remedied on or before the Early Termination Date and results in the Non-Defaulting Party's election to terminate Service Agreements pursuant to Section 23.3 above, the Defaulting Party, by its failure to remedy the Event of Default, shall be deemed to have consented to such termination of service. If Freebird is the Non-Defaulting Party, it will notify the FERC of such termination of service at least thirty (30) days prior to the Early Termination Date and all of Shipper's service rights may be terminated on the Early Termination Date and any payment obligations for services not rendered after the Early Termination Date will likewise be terminated. Freebird will have the right to sell any terminated service to a third party as of the Early Termination Date. Shipper will remain liable for all such obligations accruing up to and including the Early Termination Date. Termination of Service Agreements shall be effectuated as follows:

(a) The termination will occur on the Early Termination Date. All Service Agreements then outstanding (except currently performing Hub Services Agreements, as set forth above) will be terminated as of the Early Termination Date in accordance with these termination provisions and, except as otherwise provided in this Section 23.6, no further injections or withdrawals of Gas shall thereafter be made under such terminated Service Agreements.

(b) With regard to Shipper's Storage Inventory in the Storage Facility:
(i) If Shipper is the Defaulting Party, Shipper shall not have any nomination rights for the withdrawal of the Net Termination Balance and redelivery of such Gas shall be pursuant to Section 23.6(b)(ii) below; but, if Freebird is the Defaulting Party, Shipper shall have nomination rights for the withdrawal of the Net Termination Balance, which shall be restricted only by the terms of the relevant Service Agreement(s) if the service is FSS, but which shall be subject to Section 23.6(b)(ii) below for all interruptible services.

(ii) All withdrawals of Shipper's Gas shall be subject to the maximum daily and hourly withdrawal limits set forth in the relevant FSS Service Agreement(s), as well as all provisions of this Gas Tariff, and Freebird shall use its best efforts to deliver to Shipper its Storage Inventory on such Days and in such quantities as, in Freebird's reasonable determination, there exists Interruptible withdrawal capacity

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to accommodate such deliveries. Nominations by other non-defaulting Shippers will have priority over nominations by defaulting Shippers.

(c) The Current Value (as defined below) of each terminated Service Agreement shall be calculated as of the Early Termination Date, and a settlement payment in an amount equal to the absolute value of the Current Value of each Service Agreement shall be payable (i) by the Non-Defaulting Party to the Defaulting Party if the Current Value is negative or (ii) by the Defaulting Party to the Non-Defaulting Party if the Current Value is positive, as applicable.

(d) The Current Values of all terminated Service Agreements shall be set off or aggregated, as appropriate, so that all such amounts are aggregated and/or netted to a single liquidated amount (the "Termination Amount") payable by one Party to the other. Freebird shall give Shipper notice (the "Termination Amount Notice") of the Termination Amount, including a statement showing its calculation, together with the following additional amounts, if any, but without duplication (such Termination Amount, together with the following additional amounts, the "Net Termination Amount"):

(i) Any Unpaid Amounts owing by one Party to the other Party; and
(ii) all reasonable out-of-pocket expenses including, without limitation, legal fees incurred by the Non-Defaulting Party by reason of the enforcement and protection of its rights under the terminated Service Agreements.

(e) No further payments, deliveries, or services under the terminated Service Agreements will thereafter be required, except with regard to obligations accruing before the Early Termination Date if not already included in Net Termination Amount, including, without limitation, a Shipper's obligation to return Gas loaned to it under a Service Agreement for ILS service if the Service Agreement transaction period is over but the Shipper has not yet returned the Gas to Freebird or Freebird's obligation to return Gas parked in the Storage Facility under a Service Agreement for IPS service if the Service Agreement transaction period is over but Freebird has not yet returned the Gas to Shipper.

(f) The Net Termination Amount shall be paid by the close of business on the second (2d) Business Day following the Early Termination Date.

23.7 Definitions.

"Bankruptcy" of a Party means that such Party, or any current Credit Support Provider of such Party: (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts as they become due; (3) makes a general assignment or arrangement for the benefit of its creditors; (4) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition either (I) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (II) is not dismissed, discharged, stayed or restrained in each case within 15 days of such institution or presentation; (5) seeks or becomes subject to the appointment of an administrator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (6) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to

Effective Date: 10/01/2008 Status: Effective

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(5) above; or (7) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

"Current Value" means, with respect to a terminated Service Agreement and the Non-Defaulting Party, an amount determined on the basis of quotations from Reference Market-makers. The Current Value of each terminated Service Agreement will be the amount, if any, that would be paid to the Non-Defaulting Party (expressed as a negative number) or by the Non-Defaulting Party (expressed as a positive number) in consideration of an agreement between the Non-Defaulting Party and a Reference Market-maker to enter into a transaction that would have the effect of preserving for the Non-Defaulting Party the economic equivalent of any payment, delivery, or service under the Service Agreement that would, but for the occurrence of the early termination on the Early Termination Date, have been required of the Parties after that date (but not including Unpaid Amounts in respect of the terminated Service Agreement). The Non-Defaulting Party will request such quotation from three (3) Reference Market-makers and will request that each Reference Market-maker provide its quotation to the extent reasonably practicable as of the same day and time (without regard to different time zones) on or as soon as reasonably practicable after the Early Termination Date. The market quotation used in determining the Current Value will be the quotation remaining after disregarding the highest and lowest quotations; for this purpose, if more than one quotation has the same highest value or lowest value, then one of such quotations shall be disregarded. If the Non-Defaulting Party cannot, after using its best efforts, obtain three quotations as provided above, two such quotations may be used and the Current Value will be the average of the two quotations. If no such quotations are available, the Current Value with respect to such Service Agreement shall be based on the Non-Defaulting Party's Loss as of the Early Termination Date. The Non-Defaulting Party will cause all market quotations to be documented by the Reference Market-maker and will make all such documentation available for review by the Defaulting Party.

"Loss" means, with respect to one or more terminated Service Agreements and the Non-Defaulting Party, the amount that the Non-Defaulting Party reasonably determines in good faith to be its total losses and costs (or gain, which is expressed as a negative number) in connection with the terminated Service Agreement(s) (but not including any loss related to any hedge or related trading position).

"Reference Market-maker" means a third-party gas storage service provider or leading dealer in the natural gas futures and/or forward contract market which is ready, willing and able to enter into a service transaction with terms substantially the same as the terminated transaction (i.e., with regard to injection rate, withdrawal rate, maximum inventory, demand and commodity charges, length of term of service, and the service beginning and ending dates) and which is selected in good faith by the Non-Defaulting Party from among storage service providers and/or dealers of the highest credit standing which satisfies all the criteria that the Non-Defaulting Party applies generally when deciding whether to make an extension of credit.

"Unpaid Amounts" owing to a Party means, with respect to the Early Termination Date and in respect of all terminated Service Agreements, the amounts that became payable (or that would have become payable but for the legal or equitable right of a Party to not pay as a result of a default by the other Party) (whether or not such amounts are yet invoiced or overdue) on or prior to the Early Termination Date and which remain unpaid as of such Early Termination Date.

23.8 Insufficient Proceeds. In the event Shipper's Gas in the Storage Facility is liquidated and the proceeds therefrom are insufficient to satisfy all outstanding payment obligations due to Freebird under the terminated Service Agreements, Shipper will remain liable for all such outstanding and unsatisfied

obligations that exceed the proceeds of such liquidation, including interest thereon, and Freebird shall be entitled to pursue all other remedies available to it at law or in equity to secure the satisfaction of such obligations.

23.9 No Waiver of Other Rights. Each Party's rights under this Section 23 are in addition to, and not in limitation or exclusion of, any and all other rights that a Party may have (whether by agreement, operation of law, or otherwise).

24. SHIPPER TERMINATION OPTION

Shipper shall have the right, subject to the terms of this Section 24, at any time and from time to time to terminate one or more Hub Service Agreements then outstanding (each, a "Designated Service Agreement") by providing written notice to Freebird and establishing an early termination date, which date shall be the first Day of the Month immediately following delivery of such written notice (the "Shipper Early Termination Date"). Shipper's right to terminate a Designated Service Agreement is conditioned on the following: (1) the "Beginning Date of Service" under the Designated Service Agreement having not yet occurred, and (2) Freebird and Shipper agreeing to the terms of a settlement payment ("Settlement Payment") for such Designated Service Agreement that results in Freebird being financially indifferent to the termination of such Service Agreement, as determined by Freebird in its sole but reasonable discretion (with "financially indifferent" meaning to preserve for Freebird the economic equivalent of any payment, delivery, or service under the Designated Service Agreement that would, but for the occurrence of the early termination, have been required of the Parties after the early termination). In addition to the Settlement Payment, Shipper shall owe to Freebird a surcharge equal to \$0.05 per Dth of MSQ, MPQ, or MLQ, as applicable, in respect of the Designated Service Agreement, to defer the costs of Freebird's administration and execution risk associated with the termination and re-trading of the service agreement ("Surcharge"). If Shipper designates a Shipper Early Termination Date and all conditions stated above are met, each Designated Service Agreement shall be terminated as of the Shipper Early Termination Date. If Shipper desires to terminate one or more Designated Service Agreements on the same Shipper Early Termination Date, Settlement Payments may be netted or aggregated, as appropriate, to a single final amount payable by one Party to the other Party (the "Final Settlement Payment"), and the Surcharge may also be netted or aggregated, as appropriate, into, and become part of, the Final Settlement Payment. Freebird shall deliver to Shipper a statement indicating the Final Settlement Payment, together with supporting calculations, and the Party owing such Final Settlement Payment shall pay such amount before 5 p.m. CCT on the second (2nd) Business Day following the delivery of such statement to Shipper.

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

25.1 Except as provided in Section 25.2 herein, Shipper shall reimburse Freebird: (a) for the costs of any facilities installed by Freebird at Shipper's request to receive, measure, store or deliver Gas for Shipper's account; and (b) for any and all filing costs and approval fees required in connection with Shipper's Service Agreement that Freebird is obligated to pay to the Commission or any other governmental authority having jurisdiction. Any reimbursement due Freebird by Shipper pursuant to this Section 25.1 shall be due and payable to Freebird within ten (10) days of receipt by Shipper of Freebird's bill(s) for same; provided, however, subject to Freebird's consent, such reimbursement, plus carrying charges thereon, may

Effective Date: 10/01/2008 Status: Effective

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be amortized over a mutually agreeable period not to extend beyond the primary contract term of the Service Agreement between Freebird and Shipper. Carrying charges shall be computed utilizing interest factors acceptable to both Freebird and Shipper.

25.2 Freebird may waive from time to time, at its discretion, all or a portion of the facility cost reimbursement requirement set forth in Section 25.1 for Rate Schedule FSS, ISS, IPS and ILS if the Shipper provides Freebird with adequate assurances of storage quantities to make construction of the facilities economical to Freebird. All requests for waiver shall be handled by Freebird in a manner which is not unduly discriminatory. For purposes of determining whether a project is economical, Freebird will evaluate projects on the basis of various economic criteria, which will include the estimated storage quantities, cost of the facilities, operating and maintenance as well as administrative and general expenses attributable to the facilities, the revenue Freebird estimates will be generated as a result of such construction, and the availability of capital funds on terms and conditions acceptable to Freebird. In estimating the revenues to be generated, Freebird will evaluate the existence of capacity limitations downstream of the facilities, the marketability of the capacity, the Interruptible versus the Firm nature of the service, and other similar factors which impact whether the available capacity will actually be utilized.

26. OFF-SYSTEM PIPELINE CAPACITY

From time to time, consistent with FERC policy, Freebird may enter into transportation and/or storage agreements with other interstate or intrastate pipeline companies ("off-system pipeline"). In the event that Freebird acquires capacity on an off-system pipeline, Freebird will use such capacity for operational reasons to transport gas which will not physically or contractually enter its storage facility and will only render service to Shippers on the acquired capacity pursuant to Freebird's FERC Gas Tariff and subject to Commission-approved rates, as such tariff and rates may change from time to time. For purposes of transactions entered into subject to this Section 2, the "shipper must have title" requirement is waived.

27. INTERNET WEB SITE

27.1 Internet Web Site. Freebird has established and shall operate and make available to Shippers and other third parties, as set forth below, an Internet Web Site, and a password-accessible section of the Internet Web Site (hereinafter referred to as the "PAS System"). The PAS System shall be interactive and the Internet Web Site and/or PAS System shall contain relevant informational posting requirements.

27.2 PAS System.

(a) Freebird has established the interactive PAS System on its Internet Web Site, for use by any PAS System Subscriber. The PAS System will be available on a nondiscriminatory basis to any entity (hereinafter referred to as a "PAS System Subscriber") that has (a) executed a valid Service Agreement with Freebird which is currently effective, (b) been assigned a user identification and password and (c) agreed to comply with the procedures for access to the PAS System and the procedures for use of the PAS System. Freebird reserves the right to provide enhancements to the PAS System at its sole discretion; provided however, that all such enhancements when fully operational shall be provided to all PAS System

Effective Date: 10/01/2008 Status: Effective
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Subscribers. Freebird will exercise due diligence to ensure the PAS System operates correctly and will provide timely and equal access to any information available on the PAS System.

(b) The PAS System provides on-line help, offers a search function that permits a PAS System Subscriber to locate information, and permits a PAS System Subscriber to electronically download transaction file(s) from the PAS System and to split extremely large documents into smaller files prior to such download. Freebird shall maintain and retain daily back-up records of the information displayed on the PAS System for three (3) years and permit a PAS System Subscriber to review those records. Completed transactions will remain on the PAS System for at least ninety (90) days after completion and will then be archived. Archived information is available from Freebird within a reasonable period of time after receipt of Shipper's request for such information. Information on the most recent entries will appear ahead of older information.

(c) Shippers' notices pursuant to Section 4 of the General Terms and Conditions shall be submitted electronically and, in addition, posted electronically by the Shipper via the PAS System. In addition, a PAS System Subscriber has the option to utilize the PAS System for the purposes of:

- (1) requesting service under Freebird's Rate Schedules;
- (2) executing, tracking and amending Service Agreements under Freebird's Rate Schedules;
- (3) providing nominations and viewing allocations and operational imbalances under all Rate Schedules as a Shipper of Freebird pursuant to the applicable Rate Schedule and the General Terms and Conditions;
- (4) exercising its rights as a Shipper of Freebird pursuant to Section 4 of the General Terms and Conditions or submitting a bid as a Replacement Shipper or Prearranged Shipper of Freebird pursuant to such Section, or posting a request for capacity release pursuant to such Section;
- (5) viewing and downloading operational data for any Gas Day on the second subsequent Gas Day;
- (6) such other functions as may be available on the PAS System from time to time; and
- (7) when necessary, Freebird will post on the PAS System and the Internet Web Site, as appropriate, available information about the imbalance and overrun status of each Shipper and the Freebird System.

27.3 Public Information. Freebird has established an Internet Web Site for use by any interested party. The Internet Web Site shall display non-proprietary information and any information that Freebird is required by this FERC Gas Tariff and/or Commission regulations to make available to the general public. The Internet Web Site provides menus that permit any party to: (a) separately access notices of available capacity, each record in the storage request log, and standards of conduct information; (b) view Freebird's notice of an Operational Flow Order as contemplated by Section 5.5 of the General Terms and Conditions; and (c) download the posted information. Freebird shall maintain and retain back-up records of the information displayed on the Internet Web Site for three (3) years and shall permit any party to review these records. Posted information will be displayed on the Internet Web Site for at least ninety (90) days and will then be archived. Archived information is available from Freebird within a reasonable period of time after

Effective Date: 10/01/2008 Status: Effective

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receipt of a request for such information. Information on the most recent entries will appear ahead of older information.

27.4 Freebird shall post at least four times a day on the Internet Web Site information relevant to the availability of Firm and Interruptible capacity in its System. The PAS System and the Internet Web Site will note whether the capacity is available from Freebird directly or through Freebird's capacity release mechanism as set forth in Section 4 of the General Terms and Conditions. The PAS System and the Internet Web Site shall provide the best available information about imbalances on a daily basis. The PAS System and the Internet Web site shall also include information allowed or required to be posted thereon by other provisions of this FERC Gas Tariff including Section 4, information which Freebird is required to post pursuant to the Commission's regulations, or other information Freebird chooses to post in furtherance of the operation of its System.

27.5 Electronic Notification. For generic, system-wide notices, any provisions of this FERC Gas Tariff requiring that these matters be written or in writing are satisfied by Freebird utilizing electronic transmission through the Internet Web Site or PAS System in accordance with the procedures for utilization of the PAS System. Critical Notices will be in a separate category from notices that are not critical. The provisions of this FERC Gas Tariff requiring that certain matters be written or in writing are satisfied by Shipper utilizing electronic transmission through the Internet Web Site or PAS System in accordance with the procedures for utilization of the PAS System. All other provisions, including Service Agreement-specific notices, requiring items or information to be written or in writing remain unchanged unless otherwise agreed by Freebird and Shipper. Freebird will use electronic mail (e-mail) in order to facilitate certain notifications to Shippers as required by this FERC Gas Tariff; Shipper shall provide Freebird with at least one e-mail address to which these notifications can be sent, and shall be responsible for updating such information as necessary. In addition to the requirement specified in Section 5 of these General Terms and Conditions to post notices on the Internet Web Site, Freebird shall provide such notifications via e-mail communication to those Shippers that have provided such e-mail address information and have requested, via the PAS System, e-mail notification of Critical Notices issued by Freebird.

27.6 Liability.

(a) Freebird shall not be liable to the PAS System Subscriber or Internet Web Site user nor any other party for damages for any act, omission or circumstance related to the PAS System or the Internet Web Site occasioned by or in consequence of any event of Force Majeure as defined in Section 15 of these General Terms and Conditions. To the extent the information displayed on the PAS System or the Internet Web Site is originated solely by Freebird and such information is subsequently determined to be inaccurate, the PAS System Subscriber or the Internet Web Site user shall not be subject to any penalties otherwise collectible by Freebird based on Shipper conduct attributable to such inaccuracy during the period the inaccurate information was displayed on the PAS System or the Internet Web Site.

(b) PAS System Subscriber shall defend, indemnify and hold harmless Freebird from and against any and all claims, demands and/or actions, and any and all resulting loss, costs, damages, and/or expenses (including court costs and reasonable attorney's fees) of any nature whatsoever, that may be asserted against or imposed upon Freebird by any party as a result of the unauthorized or otherwise improper use of any user identification and/or password issued to or by a PAS System Subscriber or any other unauthorized or improper use of the PAS System by any PAS System Subscriber unless such improper use is the result of Freebird's negligence or willful misconduct, including, but not limited to, distribution of

Effective Date: 10/01/2008 Status: Effective

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user identifications or passwords to persons that are not employed by, or agents or affiliates of, a PAS System Subscriber.

27.7 Freebird warrants that, without the express consent of the PAS System Subscriber or as provided for in Section 4 of the General Terms and Conditions, no Freebird employee or agent will disclose to any third party any information regarding research performed through the use of the PAS System by the PAS System Subscriber.

Effective Date: 12/01/2009 Status: Effective

FERC Docket: RP10-140-000

First Revised Sheet No. 158 First Revised Sheet No. 158

Superseding: Superseding Original Sheet No. 100

28. OPERATIONAL SALES AND PURCHASES OF GAS

(a) Freebird may from time to time:

(i) sell Gas that it has retained pursuant to the terms of these General Terms and Conditions, effective Rate Schedules, or Commission orders and that it desires to remove from its system for operational reasons; or

(ii) purchase Gas for operational reasons consistent with these General Terms and Conditions, effective Rate Schedules or Commission orders; and

(iii) make operational sales and purchases: (1) to balance fuel and lost and unaccounted for quantities; (2) to maintain system pressure and line pack; (3) to manage imbalance quantities; (4) to perform other operational functions of Freebird in connection with storage and other similar services; and (5) otherwise to protect the operational integrity of its system.

(b) Sales and/or purchases shall be made on an unbundled basis. The point of sale shall be at the outlet of Freebird and the purchaser of the Gas shall be responsible for any transportation. The point of any purchase shall be at Freebird's Receipt Point(s), at the points of interconnection with upstream pipelines prior to receipt into Freebird's system or in Freebird's storage facilities. Operational sales or purchases shall have a lower transportation priority than firm service.

Effective Date: 12/01/2009 Status: Effective

FERC Docket: RP10-140-000

Original Sheet No. 159 Original Sheet No. 159

Superseding: Superseding Original Sheet No. 100

(c) Prior to making any sales pursuant to this Section 28, Freebird will post its operational sales quantities for bidding on its electronic bulletin board, in accordance with the applicable terms and conditions under which the gas will be sold. Freebird, reserves the right, in its sole discretion,

(1) to withdraw its posting;

(2) reject all bids due to operational changes; and

(3) reject any bid that is not complete, contains modifications of the conditions set forth in the posting or contains conditions that are unacceptable to Freebird.

(d) Freebird will file an annual report on or before July 1 of each year reflecting the operational sales and purchases for the twelve month period ending the preceding April 30, and reflecting the (1) the source of the Gas sold and/or purchased; (2) the date of the sale and/or purchase; (3) the quantity sold or purchased; (4) the unit price; and (5) the revenues from the sale or purchase.

Effective Date: 12/01/2009 Status: Effective

FERC Docket: RP10-140-000

Original Sheet No. 160 Original Sheet No. 160

Superseding: Superseding Original Sheet No. 100

SHEETS NOS. [160-199] ARE RESERVED FOR FUTURE USE.

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-304-000

Original Sheet No. 200 Original Sheet No. 200 : Suspended

FORM OF SERVICE AGREEMENT FOR
FIRM STORAGE SERVICE AGREEMENT
(For Use Under Rate Schedule FSS)

Service Agreement between Freebird Gas Storage, LLC ("Freebird") and Shipper
Shipper Full Legal Name _____ Agreement Date _____
Agreement Number _____

This Agreement is made between Freebird and Shipper, who hereby agree upon the terms of Freebird's services, at the rates and on the terms and conditions provided herein. This Agreement is subject to the terms of Freebird's Gas Tariff on file with the FERC (as revised from time to time, the "Tariff"), including without limitation, the applicable Rate Schedule, such Tariff terms being incorporated herein by reference. In the event of a conflict between this Agreement and the Tariff, the Tariff will control.

1. SERVICE: Firm Storage Service under Rate Schedule FSS
2. TRANSACTION PERIOD: Beginning Date: 9:00 a.m. CT on _____
Ending Date: 9:00 a.m. CT on _____

3. QUANTITIES:
MDIQ: _____ Dth per Day, Begin 9:00a.m.CT on _____, End 9:00a.m.CT on _____
MDWQ: _____ Dth per Day, Begin 9:00a.m.CT on _____, End 9:00a.m.CT on _____
MSQ: _____ Dth

Freebird is not obligated to receive Gas for injection on an hourly basis, or tender Gas for withdrawal on an hourly basis, at rates of flow in excess of 1/24 of Shipper's MDIQ or MDWQ, respectively.

4. SERVICE FEES:
Storage Reservation Charge (determined by MSQ): \$ _____ /Dth/Month
Commodity Rate:

Storage Injection _____ per Dth, plus _____ percent per Dth for Fuel
Storage Withdrawal _____ per Dth, plus _____ percent per Dth for Fuel
Overrun Injection _____ per Dth, plus _____ percent per Dth for Fuel
Overrun Withdrawal _____ per Dth, plus _____ percent per Dth for Fuel
Title Transfer Fee, if applicable _____

Shipper agrees to pay Freebird all charges as described in the FSS Rate Schedule, as specified in this Agreement.

5. POINT OF INJECTION / WITHDRAWAL: _____

6. SPECIAL TERMS AND CONDITIONS:

7. SECURITY INTEREST: IN ADDITION TO, AND NOT IN SUBSTITUTION FOR, ANY LIEN CREATED IN FAVOR OF FREEBIRD PURSUANT TO ALA. CODE § 7-7-101, ET SEQ., OR ANY OTHER LAW, SHIPPER GRANTS TO AND IN FAVOR OF FREEBIRD A SECURITY INTEREST IN SHIPPER'S STORAGE INVENTORY

(WHETHER DELIVERED TO FREEBIRD ON THE EFFECTIVE DATE HEREOF OR ANY DATE THEREAFTER) AND ALL PROCEEDS RELATED THERETO (INCLUDING, WITHOUT LIMITATION, INSURANCE PROCEEDS RELATED TO DAMAGE OR LOSS OF STORAGE INVENTORY) AS SECURITY FOR PAYMENT OF ALL FEES AND OTHER AMOUNTS OWED BY SHIPPER TO FREEBIRD. SUCH SECURITY INTEREST SHALL BE A FIRST PRIORITY SECURITY INTEREST AND SHIPPER SHALL CAUSE ALL OTHER HOLDERS OF A SECURITY INTEREST IN SUCH STORAGE INVENTORY TO DELIVER TO FREEBIRD AN ACKNOWLEDGEMENT (SATISFACTORY TO FREEBIRD IN ITS REASONABLE DISCRETION) THAT FREEBIRD'S INTEREST IS OF FIRST PRIORITY.

8. OTHER: No assignment of the rights and obligations hereunder shall be effective unless effectuated in accordance with the terms of the Tariff. This Agreement shall be binding upon and inure to the benefit of the respective authorized successors and assigns. No modification of this Agreement shall be effective until executed in writing by both Freebird and Shipper. This Agreement may be terminated only in accordance with the terms of the Tariff. All indemnification obligations and assumptions of liability shall survive any termination of this Agreement. THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF ALABAMA, EXCLUDING CONFLICTS-OF-LAW RULES THAT MIGHT GIVE REFERENCE TO THE LAWS OF ANOTHER JURISDICTION.

9. PROCEDURES: If the foregoing accurately reflects Shipper's understanding of the terms of the transaction agreed to by Shipper and Freebird, Shipper shall sign and return this Agreement to Freebird. If any changes are required to reflect Shipper's understanding, Shipper must notify Freebird in writing of the changes required to reflect Shipper's understanding. If Shipper fails to notify Freebird in writing of such changes, the terms herein shall, in accordance with Section 3.2 of the Tariff, be deemed for all purposes to correctly set forth the terms of the transaction agreed to by Freebird and Shipper.

Sign and fax this Agreement within 3 days to:

Priscilla Hamic, Freebird Gas Storage, LLC, Fax 281-374-3088

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-304-000

Original Sheet No. 201 Original Sheet No. 201 : Suspended

Nominations/ Notices hereunder via Freebird website and phone: T. Van Matre:
713-857-6521, C. Crofton: 281-451-2188

FREEBIRD GAS STORAGE, LLC
By: Enstor Operating Company, LLC, its Manager
By:
Name: Patrick DeVille
Title: Vice President - Marketing
Notice Address: Pat DeVille, V.P. Marketing
20333 State Hwy 249, Suite 400
Houston, TX 77070
Fax: 281-374-3088

SHIPPER: _____
By: _____
Name: _____
Title: _____
Notice Address: _____

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-304-000

Original Sheet No. 202 Original Sheet No. 202 : Suspended

FORM OF SERVICE AGREEMENT FOR
INTERRUPTIBLE STORAGE SERVICE AGREEMENT
(For Use Under Rate Schedule ISS)

Service Agreement between Freebird Gas Storage, LLC ("Freebird") and Shipper
Shipper Full Legal Name _____ Agreement Date _____
Agreement Number _____

This Agreement is made between Freebird and Shipper, who hereby agree upon the terms of Freebird's services, at the rates and on the terms and conditions provided herein. This Agreement is subject to the terms of Freebird's Gas Tariff on file with the FERC (as revised from time to time, the "Tariff"), including without limitation, the applicable Rate Schedule, such Tariff terms being incorporated herein by reference. In the event of a conflict between this Agreement and the Tariff, the Tariff will control.

1. SERVICE: Firm Storage Service under Rate Schedule FSS
2. TRANSACTION PERIOD: Beginning Date: 9:00 a.m. CT on _____
Ending Date: 9:00 a.m. CT on _____

3. QUANTITIES:

MDIQ: _____ Dth per Day, Begin 9:00a.m.CT on _____, End 9:00a.m.CT on _____
MDWQ: _____ Dth per Day, Begin 9:00a.m.CT on _____, End 9:00a.m.CT on _____
MSQ: _____ Dth

Freebird is not obligated to receive Gas for injection on an hourly basis, or tender Gas for withdrawal on an hourly basis, at rates of flow in excess of 1/24 of Shipper's MDIQ or MDWQ, respectively.

4. SERVICE FEES:

Storage Reservation Charge (determined by MSQ): \$ _____ /Dth/Month

Commodity Rate:

Storage Injection _____ per Dth, plus _____ percent per Dth for Fuel
Storage Withdrawal _____ per Dth, plus _____ percent per Dth for Fuel
Overrun Injection _____ per Dth, plus _____ percent per Dth for Fuel
Overrun Withdrawal _____ per Dth, plus _____ percent per Dth for Fuel
Title Transfer Fee, if applicable _____

Shipper agrees to pay Freebird all charges as described in the FSS Rate Schedule, as specified in this Agreement.

5. POINT OF INJECTION / WITHDRAWAL: _____

6. SPECIAL TERMS AND CONDITIONS:

7. SECURITY INTEREST: IN ADDITION TO, AND NOT IN SUBSTITUTION FOR, ANY LIEN CREATED IN FAVOR OF FREEBIRD PURSUANT TO ALA. CODE § 7-7-101, ET SEQ., OR ANY OTHER LAW, SHIPPER GRANTS TO AND IN FAVOR OF FREEBIRD A SECURITY INTEREST IN SHIPPER'S STORAGE INVENTORY (WHETHER DELIVERED TO FREEBIRD ON THE EFFECTIVE DATE HEREOF OR ANY DATE THEREAFTER) AND ALL PROCEEDS RELATED THERETO (INCLUDING, WITHOUT LIMITATION, INSURANCE PROCEEDS RELATED TO DAMAGE OR LOSS OF STORAGE INVENTORY) AS SECURITY FOR PAYMENT OF ALL FEES AND OTHER AMOUNTS OWED BY SHIPPER TO FREEBIRD. SUCH SECURITY INTEREST SHALL BE A FIRST PRIORITY SECURITY INTEREST AND SHIPPER SHALL CAUSE ALL OTHER HOLDERS OF A SECURITY INTEREST IN SUCH STORAGE INVENTORY TO DELIVER TO FREEBIRD AN ACKNOWLEDGEMENT (SATISFACTORY TO FREEBIRD IN ITS REASONABLE DISCRETION) THAT FREEBIRD'S INTEREST IS OF FIRST PRIORITY.

8. OTHER: No assignment of the rights and obligations hereunder shall be effective unless effectuated in accordance with the terms of the Tariff. This Agreement shall be binding upon and inure to the benefit of the respective authorized successors and assigns. No modification of this Agreement shall be effective until executed in writing by both Freebird and Shipper. This Agreement may be terminated only in accordance with the terms of the Tariff. All indemnification obligations and assumptions of liability shall survive any termination of this Agreement. THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF ALABAMA, EXCLUDING CONFLICTS-OF-LAW RULES THAT MIGHT GIVE REFERENCE TO THE LAWS OF ANOTHER JURISDICTION.

9. PROCEDURES: If the foregoing accurately reflects Shipper's understanding of the terms of the transaction agreed to by Shipper and Freebird, Shipper shall sign and return this Agreement to Freebird. If any changes are required to reflect Shipper's understanding, Shipper must notify Freebird in writing of the changes required to reflect Shipper's understanding. If Shipper fails to notify Freebird in writing of such changes, the terms herein shall, in accordance with Section 3.2 of the Tariff, be deemed for all purposes to correctly set forth the terms of the transaction agreed to by Freebird and Shipper.

Sign and fax this Agreement within 3 days to:

Priscilla Hamic, Freebird Gas Storage, LLC, Fax 281-374-3088

Effective Date: 10/01/2008 Status: Effective

FERC Docket: RP08-304-000

Original Sheet No. 203 Original Sheet No. 203 : Suspended

Nominations/ Notices hereunder via Freebird website and phone: T. Van Matre:
713-857-6521, C. Crofton: 281-451-2188

FREEBIRD GAS STORAGE, LLC

By: Enstor Operating Company, LLC, its Manager

By:

Name: Patrick DeVille

Title: Vice President - Marketing

Notice Address: Pat Deville, V.P. Marketing

20333 State Hwy 249, Suite 400

Houston, TX 77070

Fax: 281-374-3088

SHIPPER: _____

By: _____

Name: _____

Title: _____

Notice Address: _____

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-304-000

Original Sheet No. 204 Original Sheet No. 204 : Suspended

FORM OF SERVICE AGREEMENT FOR
HUB SERVICES AGREEMENT
(For Use Under Rate Schedule IPS)

Service Agreement between Freebird Gas Storage, LLC ("Freebird") and Shipper
Shipper Full Legal Name _____ Agreement Date _____
Agreement Number _____

This Agreement is made between Freebird and Shipper, who hereby agree upon the terms of Freebird's services, at the rates and on the terms and conditions provided herein. This Agreement is subject to the terms of Freebird's Gas Tariff on file with the FERC (as revised from time to time, the "Tariff"), including without limitation, the applicable Rate Schedule, such Tariff terms being incorporated herein by reference. In the event of a conflict between this Agreement and the Tariff, the Tariff will control.

1. SERVICE: Firm Storage Service under Rate Schedule FSS
2. TRANSACTION PERIOD: Beginning Date: 9:00 a.m. CT on _____
Ending Date: 9:00 a.m. CT on _____

3. QUANTITIES:
MDIQ: _____ Dth per Day, Begin 9:00a.m.CT on _____, End 9:00a.m.CT on _____
MDWQ: _____ Dth per Day, Begin 9:00a.m.CT on _____, End 9:00a.m.CT on _____
MSQ: _____ Dth

Freebird is not obligated to receive Gas for injection on an hourly basis, or tender Gas for withdrawal on an hourly basis, at rates of flow in excess of 1/24 of Shipper's MDIQ or MDWQ, respectively.

4. SERVICE FEES:
Storage Reservation Charge (determined by MSQ): \$ _____ /Dth/Month
Commodity Rate:
Storage Injection _____ per Dth, plus _____ percent per Dth for Fuel
Storage Withdrawal _____ per Dth, plus _____ percent per Dth for Fuel
Overrun Injection _____ per Dth, plus _____ percent per Dth for Fuel
Overrun Withdrawal _____ per Dth, plus _____ percent per Dth for Fuel
Title Transfer Fee, if applicable _____

Shipper agrees to pay Freebird all charges as described in the FSS Rate Schedule, as specified in this Agreement.

5. POINT OF INJECTION / WITHDRAWAL: _____
6. SPECIAL TERMS AND CONDITIONS:

7. SECURITY INTEREST: IN ADDITION TO, AND NOT IN SUBSTITUTION FOR, ANY LIEN CREATED IN FAVOR OF FREEBIRD PURSUANT TO ALA. CODE § 7-7-101, ET SEQ., OR ANY OTHER LAW, SHIPPER GRANTS TO AND IN FAVOR OF FREEBIRD A SECURITY INTEREST IN SHIPPER'S STORAGE INVENTORY (WHETHER DELIVERED TO FREEBIRD ON THE EFFECTIVE DATE HEREOF OR ANY DATE THEREAFTER) AND ALL PROCEEDS RELATED THERETO (INCLUDING, WITHOUT LIMITATION, INSURANCE PROCEEDS RELATED TO DAMAGE OR LOSS OF STORAGE INVENTORY) AS SECURITY FOR PAYMENT OF ALL FEES AND OTHER AMOUNTS OWED BY SHIPPER TO FREEBIRD. SUCH SECURITY INTEREST SHALL BE A FIRST PRIORITY SECURITY INTEREST AND SHIPPER SHALL CAUSE ALL OTHER HOLDERS OF A SECURITY INTEREST IN SUCH STORAGE INVENTORY TO DELIVER TO FREEBIRD AN ACKNOWLEDGEMENT (SATISFACTORY TO FREEBIRD IN ITS REASONABLE DISCRETION) THAT FREEBIRD'S INTEREST IS OF FIRST PRIORITY.

8. OTHER: No assignment of the rights and obligations hereunder shall be effective unless effectuated in accordance with the terms of the Tariff. This Agreement shall be binding upon and inure to the benefit of the respective authorized successors and assigns. No modification of this Agreement shall be effective until executed in writing by both Freebird and Shipper. This Agreement may be terminated only in accordance with the terms of the Tariff. All indemnification obligations and assumptions of liability shall survive any termination of this Agreement. THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF ALABAMA, EXCLUDING CONFLICTS-OF-LAW RULES THAT MIGHT GIVE REFERENCE TO THE LAWS OF ANOTHER JURISDICTION.

9. PROCEDURES: If the foregoing accurately reflects Shipper's understanding of the terms of the transaction agreed to by Shipper and Freebird, Shipper shall sign and return this Agreement to Freebird. If any changes are required to reflect Shipper's understanding, Shipper must notify Freebird in writing of the changes required to reflect Shipper's understanding. If Shipper fails to notify Freebird in writing of such changes, the terms herein shall, in accordance with Section 3.2 of the Tariff, be deemed for all purposes to correctly set forth the terms of the transaction agreed to by Freebird and Shipper.

Sign and fax this Agreement within 3 days to: Priscilla Hamic, Freebird
Gas Storage, LLC, Fax 281-374-3088

Effective Date: 10/01/2008 Status: Effective

FERC Docket: RP08-304-000

Original Sheet No. 205 Original Sheet No. 205 : Suspended

Nominations/ Notices hereunder via Freebird website and phone: T. Van Matre:
713-857-6521, C. Crofton: 281-451-2188

FREEBIRD GAS STORAGE, LLC

By: Enstor Operating Company, LLC, its Manager

By:

Name: Patrick DeVille

Title: Vice President - Marketing

Notice Address: Pat Deville, V.P. Marketing

20333 State Hwy 249, Suite 400

Houston, TX 77070

Fax: 281-374-3088

SHIPPER: _____

By: _____

Name: _____

Title: _____

Notice Address: _____

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-304-000

Original Sheet No. 206 Original Sheet No. 206 : Suspended

FORM OF SERVICE AGREEMENT FOR
HUB SERVICES AGREEMENT
(For Use Under Rate Schedule ILS)

Service Agreement between Freebird Gas Storage, LLC ("Freebird") and Shipper
Shipper Full Legal Name _____ Agreement Date _____
Agreement Number _____

This Agreement is made between Freebird and Shipper, who hereby agree upon the terms of Freebird's services, at the rates and on the terms and conditions provided herein. This Agreement is subject to the terms of Freebird's Gas Tariff on file with the FERC (as revised from time to time, the "Tariff"), including without limitation, the applicable Rate Schedule, such Tariff terms being incorporated herein by reference. In the event of a conflict between this Agreement and the Tariff, the Tariff will control.

1. SERVICE: Firm Storage Service under Rate Schedule FSS
2. TRANSACTION PERIOD: Beginning Date: 9:00 a.m. CT on _____
Ending Date: 9:00 a.m. CT on _____

3. QUANTITIES:

MDIQ: _____ Dth per Day, Begin 9:00a.m.CT on _____, End 9:00a.m.CT on _____
MDWQ: _____ Dth per Day, Begin 9:00a.m.CT on _____, End 9:00a.m.CT on _____
MSQ: _____ Dth

Freebird is not obligated to receive Gas for injection on an hourly basis, or tender Gas for withdrawal on an hourly basis, at rates of flow in excess of 1/24 of Shipper's MDIQ or MDWQ, respectively.

4. SERVICE FEES:

Storage Reservation Charge (determined by MSQ): \$ _____ /Dth/Month

Commodity Rate:

Storage Injection _____ per Dth, plus _____ percent per Dth for Fuel
Storage Withdrawal _____ per Dth, plus _____ percent per Dth for Fuel
Overrun Injection _____ per Dth, plus _____ percent per Dth for Fuel
Overrun Withdrawal _____ per Dth, plus _____ percent per Dth for Fuel
Title Transfer Fee, if applicable _____

Shipper agrees to pay Freebird all charges as described in the FSS Rate Schedule, as specified in this Agreement.

5. POINT OF INJECTION / WITHDRAWAL: _____
6. SPECIAL TERMS AND CONDITIONS:

7. SECURITY INTEREST: IN ADDITION TO, AND NOT IN SUBSTITUTION FOR, ANY LIEN CREATED IN FAVOR OF FREEBIRD PURSUANT TO ALA. CODE § 7-7-101, ET SEQ., OR ANY OTHER LAW, SHIPPER GRANTS TO AND IN FAVOR OF FREEBIRD A SECURITY INTEREST IN SHIPPER'S STORAGE INVENTORY (WHETHER DELIVERED TO FREEBIRD ON THE EFFECTIVE DATE HEREOF OR ANY DATE THEREAFTER) AND ALL PROCEEDS RELATED THERETO (INCLUDING, WITHOUT LIMITATION, INSURANCE PROCEEDS RELATED TO DAMAGE OR LOSS OF STORAGE INVENTORY) AS SECURITY FOR PAYMENT OF ALL FEES AND OTHER AMOUNTS OWED BY SHIPPER TO FREEBIRD. SUCH SECURITY INTEREST SHALL BE A FIRST PRIORITY SECURITY INTEREST AND SHIPPER SHALL CAUSE ALL OTHER HOLDERS OF A SECURITY INTEREST IN SUCH STORAGE INVENTORY TO DELIVER TO FREEBIRD AN ACKNOWLEDGEMENT (SATISFACTORY TO FREEBIRD IN ITS REASONABLE DISCRETION) THAT FREEBIRD'S INTEREST IS OF FIRST PRIORITY.

8. OTHER: No assignment of the rights and obligations hereunder shall be effective unless effectuated in accordance with the terms of the Tariff. This Agreement shall be binding upon and inure to the benefit of the respective authorized successors and assigns. No modification of this Agreement shall be effective until executed in writing by both Freebird and Shipper. This Agreement may be terminated only in accordance with the terms of the Tariff. All indemnification obligations and assumptions of liability shall survive any termination of this Agreement. THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF ALABAMA, EXCLUDING CONFLICTS-OF-LAW RULES THAT MIGHT GIVE REFERENCE TO THE LAWS OF ANOTHER JURISDICTION.

9. PROCEDURES: If the foregoing accurately reflects Shipper's understanding of the terms of the transaction agreed to by Shipper and Freebird, Shipper shall sign and return this Agreement to Freebird. If any changes are required to reflect Shipper's understanding, Shipper must notify Freebird in writing of the changes required to reflect Shipper's understanding. If Shipper fails to notify Freebird in writing of such changes, the terms herein shall, in accordance with Section 3.2 of the Tariff, be deemed for all purposes to correctly set forth the terms of the transaction agreed to by Freebird and Shipper.

Sign and fax this Agreement within 3 days to: Priscilla Hamic, Freebird

Gas Storage, LLC, Fax 281-374-3088

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-304-000

Original Sheet No. 207 Original Sheet No. 207 : Suspended

Nominations/ Notices hereunder via Freebird website and phone: T. Van Matre:
713-857-6521, C. Crofton: 281-451-2188

FREEBIRD GAS STORAGE, LLC
By: Enstor Operating Company, LLC, its Manager
By:
Name: Patrick DeVille
Title: Vice President - Marketing
Notice Address: Pat Deville, V.P. Marketing
20333 State Hwy 249, Suite 400
Houston, TX 77070
Fax: 281-374-3088

SHIPPER: _____
By: _____
Name: _____
Title: _____
Notice Address: _____

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-304-000

Original Sheet No. 208 Original Sheet No. 208 : Suspended

FORM OF SERVICE AGREEMENT FOR
HUB SERVICES AGREEMENT
(For Use Under Rate Schedule IBS)

Service Agreement between Freebird Gas Storage, LLC ("Freebird") and Shipper
Shipper Full Legal Name _____ Agreement Date _____
Agreement Number _____

This Agreement is made between Freebird and Shipper, who hereby agree upon the terms of Freebird's services, at the rates and on the terms and conditions provided herein. This Agreement is subject to the terms of Freebird's Gas Tariff on file with the FERC (as revised from time to time, the "Tariff"), including without limitation, the applicable Rate Schedule, such Tariff terms being incorporated herein by reference. In the event of a conflict between this Agreement and the Tariff, the Tariff will control.

1. SERVICE: Firm Storage Service under Rate Schedule FSS
2. TRANSACTION PERIOD: Beginning Date: 9:00 a.m. CT on _____
Ending Date: 9:00 a.m. CT on _____

3. QUANTITIES:
MDIQ: _____ Dth per Day, Begin 9:00a.m.CT on _____, End 9:00a.m.CT on _____
MDWQ: _____ Dth per Day, Begin 9:00a.m.CT on _____, End 9:00a.m.CT on _____
MSQ: _____ Dth

Freebird is not obligated to receive Gas for injection on an hourly basis, or tender Gas for withdrawal on an hourly basis, at rates of flow in excess of 1/24 of Shipper's MDIQ or MDWQ, respectively.

4. SERVICE FEES:
Storage Reservation Charge (determined by MSQ): \$ _____ /Dth/Month
Commodity Rate:
Storage Injection _____ per Dth, plus _____ percent per Dth for Fuel
Storage Withdrawal _____ per Dth, plus _____ percent per Dth for Fuel
Overrun Injection _____ per Dth, plus _____ percent per Dth for Fuel
Overrun Withdrawal _____ per Dth, plus _____ percent per Dth for Fuel
Title Transfer Fee, if applicable _____
Shipper agrees to pay Freebird all charges as described in the FSS Rate Schedule, as specified in this Agreement.

5. POINT OF INJECTION / WITHDRAWAL: _____
6. SPECIAL TERMS AND CONDITIONS:

7. SECURITY INTEREST: IN ADDITION TO, AND NOT IN SUBSTITUTION FOR, ANY LIEN CREATED IN FAVOR OF FREEBIRD PURSUANT TO ALA. CODE § 7-7-101, ET SEQ., OR ANY OTHER LAW, SHIPPER GRANTS TO AND IN FAVOR OF FREEBIRD A SECURITY INTEREST IN SHIPPER'S STORAGE INVENTORY (WHETHER DELIVERED TO FREEBIRD ON THE EFFECTIVE DATE HEREOF OR ANY DATE THEREAFTER) AND ALL PROCEEDS RELATED THERETO (INCLUDING, WITHOUT LIMITATION, INSURANCE PROCEEDS RELATED TO DAMAGE OR LOSS OF STORAGE INVENTORY) AS SECURITY FOR PAYMENT OF ALL FEES AND OTHER AMOUNTS OWED BY SHIPPER TO FREEBIRD. SUCH SECURITY INTEREST SHALL BE A FIRST PRIORITY SECURITY INTEREST AND SHIPPER SHALL CAUSE ALL OTHER HOLDERS OF A SECURITY INTEREST IN SUCH STORAGE INVENTORY TO DELIVER TO FREEBIRD AN ACKNOWLEDGEMENT (SATISFACTORY TO FREEBIRD IN ITS REASONABLE DISCRETION) THAT FREEBIRD'S INTEREST IS OF FIRST PRIORITY.

8. OTHER: No assignment of the rights and obligations hereunder shall be effective unless effectuated in accordance with the terms of the Tariff. This Agreement shall be binding upon and inure to the benefit of the respective authorized successors and assigns. No modification of this Agreement shall be effective until executed in writing by both Freebird and Shipper. This Agreement may be terminated only in accordance with the terms of the Tariff. All indemnification obligations and assumptions of liability shall survive any termination of this Agreement. THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF ALABAMA, EXCLUDING CONFLICTS-OF-LAW RULES THAT MIGHT GIVE REFERENCE TO THE LAWS OF ANOTHER JURISDICTION.

9. PROCEDURES: If the foregoing accurately reflects Shipper's understanding of the terms of the transaction agreed to by Shipper and Freebird, Shipper shall sign and return this Agreement to Freebird. If any changes are required to reflect Shipper's understanding, Shipper must notify Freebird in writing of the changes required to reflect Shipper's understanding. If Shipper fails to notify Freebird in writing of such changes, the terms herein shall, in accordance with Section 3.2 of the Tariff, be deemed for all purposes to correctly set forth the terms of the transaction agreed to by Freebird and Shipper.

Sign and fax this Agreement within 3 days to: Priscilla Hamic, Freebird
Gas Storage, LLC, Fax 281-374-3088

Effective Date: 10/01/2008 Status: Effective

FERC Docket: RP08-304-000

Original Sheet No. 209 Original Sheet No. 209 : Suspended

Nominations/ Notices hereunder via Freebird website and phone: T. Van Matre:
713-857-6521, C. Crofton: 281-451-2188

FREEBIRD GAS STORAGE, LLC

By: Enstor Operating Company, LLC, its Manager

By:

Name: Patrick DeVille

Title: Vice President - Marketing

Notice Address: Pat Deville, V.P. Marketing

20333 State Hwy 249, Suite 400

Houston, TX 77070

Fax: 281-374-3088

SHIPPER: _____

By: _____

Name: _____

Title: _____

Notice Address: _____

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-304-000

Original Sheet No. 210 Original Sheet No. 210 : Suspended

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT
UNDER RATE SCHEDULE FSS

This Capacity Release Umbrella Agreement, is made and entered into this ___ day of _____, 20__ ("Effective Date"), by and between _____, a

("Replacement Shipper") and FREEBIRD GAS STORAGE, LLC, an Alabama limited liability company ("Freebird"). Freebird and Replacement Shipper shall collectively be referred to herein as the "Parties" or individually as a Party.

WHEREAS, subject to the terms and conditions of Freebird's Gas Tariff on file with the Federal Energy Regulatory Commission ("Commission"), Replacement Shipper will receive rights under this contract as assignment from a Releasing Shipper, under Releasing Shipper's FSS Service Agreement with Freebird, with such Releasing Shipper and FSS Service Agreement number being identified in the applicable Exhibit A Confirmation.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the Replacement Shipper and Freebird agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Subject to the terms and conditions hereof, so long as all requirements are met for Replacement Shipper to be on Freebird's Qualified Shipper list and to execute this Capacity Release Umbrella Agreement pursuant to Section 4 of the General Terms and Conditions of Freebird's Gas Tariff, and so long as this Capacity Release Umbrella Agreement is effective, Replacement Shipper may bid from time to time on proposed capacity releases under Rate Schedule FSS pursuant to the procedures set forth in Section 4 of Freebird's General Terms and Conditions. If at any time a bid submitted by Replacement Shipper is accepted by Freebird with respect to a given capacity release, such bid and acceptance will be deemed a binding agreement as of the time of such acceptance, the Replacement Shipper shall be considered for all purposes as the Shipper with respect to the released service, and the Parties will promptly finalize the appropriate Exhibit A Confirmation to this Capacity Release Umbrella Agreement, in substantially the format attached hereto. The Parties agree that each such Exhibit A Confirmation is an integral part of this Capacity Release Umbrella Agreement and the terms thereof are incorporated herein.

Upon the finalization of an Exhibit A Confirmation, subject to the terms and conditions hereof and of Freebird's Gas Tariff and Rate Schedule FSS, Freebird agrees to provide the released service for Replacement Shipper, provided, however, the Replacement Shipper met all requirements to be a Qualified Shipper at the time it submitted the bid Freebird accepted with respect to such release.

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

Effective Date: 10/01/2008 Status: Effective
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ARTICLE II - TERM OF AGREEMENT

This Agreement shall be effective on the Effective Date and shall remain in force and effect until terminated (a) in accordance with the terms of Freebird's FERC Gas Tariff; or (b) by either Party providing at least sixty (60) Days' prior written notice thereof to the other Party; provided, however, that if outstanding obligations exist between the Parties, this Agreement will continue for such period of time as is required to conclude the performance of such obligations; provided, however, that all indemnification obligations shall survive any termination of this Agreement. If Freebird determines at any time that Replacement Shipper fails to meet Freebird's creditworthiness requirements, Freebird may suspend service and terminate this Capacity Release Umbrella Agreement and all Addenda attached hereto in accordance with Section 3 of the General Terms and Conditions of its FERC Gas Tariff.

ARTICLE III - RATE SCHEDULES

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

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

ARTICLE IV - ADDRESSES

Except as herein otherwise provided or as provided for in the General Terms and Conditions of Freebird's Gas Tariff, any notice provided for in this Capacity Release Umbrella Agreement, or any notice which either Party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the Party hereto, as the case may be, as follows:

(a) Freebird Gas Storage, LLC
20333 State Hwy 249, Suite 400
Houston, TX 77070
Attention: Pat DeVille

(b) Replacement Shipper: _____

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

Effective Date: 10/01/2008 Status: Effective
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ARTICLE V - INTERPRETATION
THE INTERPRETATION AND PERFORMANCE OF THIS CAPACITY RELEASE UMBRELLA AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT RECOURSE TO THE LAW GOVERNING CONFLICT OF LAWS.

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

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

IN WITNESS WHEREOF, the Parties hereto have caused this Capacity Release Umbrella Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents, effective as of the Effective Date.

FREEBIRD GAS STORAGE, LLC
By: Enstor Operating Company, LLC, its Manager

By: _____
Patrick DeVille
Vice President, Marketing

REPLACEMENT SHIPPER
By: _____
Title: _____
Date: _____

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-304-000

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Addendum

under that certain Capacity Release Umbrella Agreement under Rate Schedule
FSS between Freebird Gas Storage, LLC ("Freebird") And Replacement Shipper

Deal No.: _____
Contract No.: _____
Capacity Release Umbrella Agreement No.: _____

Addendum No. _____
Capacity Release Rate Schedule _____

Replacement Shipper: _____

Releasing Shipper: _____

Releasing Shipper's Exhibit A Confirmation No.: _____

Begin Date of Release: _____

End Date of Release: _____

Rates: (Volumetric or Reservation)

Reservation Charge \$ _____

Surcharges:

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

Volume Commitment (Dth/Billing Period)

Maximum Storage Quantity (MSQ): _____ (Dth)

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

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

Is this capacity subject to right of recall? Yes _____ No _____

Recall Conditions (if applicable):

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Are there any restrictions on released capacity? Yes _____ No _____
Restrictions (if applicable):

Was Freebird's default bid evaluation criteria used? Yes _____ No _____
Evaluation Criteria (if applicable):

Were contingent bids accepted? Yes _____ No _____
Contingency comments (if applicable):

Other Terms and Conditions of Release (e.g., restrictions on release, third party agent and terms of third party agency relationship, and agreements between Replacement Shipper and Releasing Shipper)

SECURITY INTEREST: In addition to, and not in substitution for, any lien created in favor of Freebird pursuant to Ala. Code § 7-7-101, et seq., or any other law, Replacement Shipper grants to and in favor of Freebird a security interest in Replacement Shipper's storage Inventory (whether delivered to freebird on the effective date hereof or any date thereafter) and all proceeds related thereto (including, without limitation, insurance proceeds related to damage OR loss OF storage inventory) as security for payment of all fees and other amounts owed by Replacement Shipper to Freebird. Such security interest shall be a first priority security interest and Replacement Shipper shall cause all other holders of a security interest in such storage Inventory to deliver to Freebird an acknowledgement (satisfactory to Freebird in its reasonable discretion) that Freebird's interest is of first priority.

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

FREEBIRD GAS STORAGE, LLC
By: Enstor Operating Company, LLC, its Manager
By: _____
Patrick DeVille
Vice President, Marketing

Effective Date: 10/01/2008 Status: Effective

FERC Docket: RP08-304-000

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REPLACEMENT SHIPPER

By:

Title:

Date:

ORIGINAL SHEET NOS. 216 - 239 ARE RESERVED FOR FUTURE USE.

