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Effective Date: 09/15/2000 Status: Effective

FERC Docket: RP00-455-000

First Revised Sheet No. 22 Honeoye Storage Corporation: Second Revised Volume No. 1

First Revised Sheet No. 22 : Superseded

Superseding: Substitute Original Sheet No. 22

XVI. NONWAIVER AND FUTURE DEFAULT

No waiver by either Seller or Buyer of any one or more defaults by the other in the performance of any provisions of a Gas Storage Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

XV. SCHEDULES AND AGREEMENT SUBJECT TO REGULATION

This Tariff, including these General Terms and Conditions, and under the respective obligations of the parties under the Gas Storage Agreement, are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

XVI. TITLE TRANSFERS OF GAS IN STORAGE

A Buyer may transfer any portion of its Gas Storage Balance or cushion gas in the Honeoye Gas Field to another Buyer or Customer of Seller if:

- (a) both the purchasing Buyer and the selling Buyer of such gas provide Seller with verification of the transfer, and assignment of gas title in writing;
- (b) the volume of gas transferred; 1) in the event of a transfer from its Gas Storage Balance does not exceed the Seller's Gas Storage Balance, or, 2) in the event a Buyer has terminated a Gas Service Agreement, the volume of cushion gas does not exceed the Seller's cushion gas balance;
- (c) the transfer does not cause the purchasing Buyer to exceed its Maximum Quantity Stored; and
- (d) the transfer does not adversely affect Seller's ability to meet its obligations to other Buyers.

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Original Sheet No. 22A Original Sheet No. 22A : Superseded

Seller will recognize the transfer for purposes of computing Buyer's available Gas Storage Balance and applicable injection and withdrawal quantities on a prospective basis within 24 hours after receiving the written verification required by Section XVI(a).

XVII. GAS STORAGE BALANCE IN STORAGE AFTER TERMINATION OF AGREEMENT

If Buyer fails to withdraw any portion of its Gas Storage Balance by the date Buyer's Gas Storage Agreement terminates, then Buyer shall pay a late withdrawal fee of \$1/Dekatherm/day for all gas remaining in Buyer's Gas Storage Balance, or, at Seller's sole option, Seller may retain such remaining quantities of Buyer's Gas Storage Balance free and clear of any adverse claims, unless such failure to withdraw was due to Seller's inability to withdraw the quantities nominated by Buyer, in which event the provisions of this paragraph shall not apply for a period equal to the number of days Seller was unable to tender quantities of Gas for redelivery.

XVIII. CUSHION GAS IN STORAGE AFTER TERMINATION OF AGREEMENT

Subject to operating conditions in the Honeoye Gas Field, in the event that a Gas Storage Agreement is terminated, Buyer shall be required to withdraw all of its cushion gas or sell the cushion gas in place to another Buyer no later than the first November 1 following the termination of the Gas Storage Agreement. Subject to operating conditions, Buyer shall have the right beginning on April 1 in the year in which the Gas Storage Agreement is terminated 1) to sell cushion gas in place or 2) to commence withdrawing cushion gas in a quantity up to Buyer's Maximum Daily Withdrawal Quantity. If a Buyer fails to sell or to withdraw all of its cushion gas by the following November 1 following the termination of the Gas Storage Agreement, then, at Seller's option, and upon forty-eight (48) hours notice to Buyer, Buyer shall pay a Late Withdrawal Charge of one dollar per Dth per day, or Seller may retain any remaining quantities of cushion gas free and clear of any adverse claims, provided however, that Seller will notify Buyer in writing prior to the

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Substitute Original Sheet No. 22B Substitute Original Sheet No. 22B : Superseded

XVIII. INCORPORATION IN RATE SCHEDULES AND GAS STORAGE
AGREEMENTS

These General Terms and Conditions are incorporated in and are
part of Seller's Rate Schedule SS-NY and Gas Storage Agreement.

Effective Date: 04/02/1996 Status: Effective
FERC Docket: GT96- 45-002

Substitute Original Sheet No. 25 Substitute Original Sheet No. 25 : Superseded

This Agreement shall become effective as of the later of September __, 1985 or such later date as the FERC shall issue an order authorizing Seller to render storage service in accordance with the First Revised volume No. 1 of Rate Schedule SS-NY and shall continue in force and effect until terminated by either party upon at least twelve (12) months' prior written notice to the other specifying the termination date, which date shall not, in any event, be prior to April 1, 1995 or in accordance with Section XI of the General Terms and Conditions of Rate Schedule SS-NY, whichever may be earlier.

Notices to the parties under this agreement shall be addressed as follows:

To Seller:

Honeoye Storage Corporation
One State Street, Suite 1200
Boston, Massachusetts 02109
Attn: Treasurer

To Buyer:

Boston Gas Company
One Beacon Street
Boston, Massachusetts 02108
Attn:

Consolidated Edison Company of New York, Inc.,
Four Irving Place
New York, New York 10003
Attn:

Effective Date: 04/02/1996 Status: Effective
FERC Docket: GT96- 45-002

Substitute Original Sheet No. 26 Substitute Original Sheet No. 26 : Superseded

The Brooklyn Union Gas Company
One Metrotech Center
Brooklyn, New York 11201
Attn:

Long Island Lighting Company
175 East Old Country Road
Hicksville, New York 11801
Attn:

Gas Service, Inc.
1260 Elm Street
P.O. Box 329
Manchester, New Hampshire 03105
Attn: Senior Vice President - Operations

(1) The subject headings of the Articles of this agreement are intended for the purposes of convenient reference and are not intended to be a part of this agreement nor to be considered in any interpretation hereof.

(2) No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be considered as a waiver of any future default of defaults, whether of a like or different character.

(3) This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of New York.

