

SERVICE TERMS AND RATES

1. Service Terms and Conditions:

- (a) Shipper shall have a Firm Daily Variability Demand of [redacted] GJ;
- (b) During the period of September 15 to November 15 in the event that on any day the Dawn Quantity exceeds the Market Quantity by an amount greater than the Firm Daily Variability Demand (this amount shall be referred to as the "Excess"), Union may, at its sole discretion, accept the Excess. In the event that the Excess is greater than zero, and Union has not accepted such Excess in writing, Shipper shall pay Union a charge equal to \$1.00/GJ (\$1.06/MMBtu) multiplied by the Excess. In addition, Union may at its option, upon forty-eight (48) hours verbal notice to the Shipper (to be followed in writing), take title of such Excess which shall be immediately forfeited to Union without further recourse;
- (c) During the period of February 15 to April 15 in the event that on any day the Market Quantity exceeds the Dawn Quantity by an amount greater than the Firm Daily Variability Demand (this amount shall be referred to as the "Shortfall"), Union may, at its sole discretion, accept the Shortfall. In the event that the Shortfall is greater than zero, and Union has not accepted such Shortfall in writing, Shipper shall pay Union a charge equal to \$1.00/GJ (\$1.06/MMBtu) multiplied by the Shortfall. In addition, Union may upon forty-eight (48) hours verbal notice to the Shipper (to be followed in writing), replace all or part of the Shortfall at Shipper's expense;
- (d) The Producer Balancing Account shall be limited to the following:
  - (i) From November 1 to November 30 a cumulative credit position of up to [redacted] GJ or a cumulative debit position of up to [redacted] GJ;
  - (ii) From December 1 to April 30, a cumulative credit position of up to [redacted] GJ or a cumulative debit position of up to [redacted] GJ;
  - (iii) From May 1 to September 14, a cumulative credit position of up to [redacted] GJ or a cumulative debit position of up to [redacted] GJ;
  - (iv) From September 15 to October 31, a cumulative credit position of up to [redacted] GJ or a cumulative debit position of up to [redacted] GJ; and,
  - (v) In the event that this Contract is terminated, the balance in the Producer Balancing Account shall be zero (0) on the effective date of termination.

2. **Rates for Service:**

- (a) A monthly fixed charge per Customer Station as specified in Union's M13 Rate Schedule or such other replacement rate schedule which may be applicable and as may be amended from time to time by Union;
- (b) The charge payable for the transportation of the Dawn Quantity shall be the Delivery Commodity Charge as specified in Union's M13 Rate Schedule or such other replacement rate schedule which may be applicable and as may be amended from time to time by Union;
- (c) The charge payable for the Firm Daily Variability Demand shall be equal to \$1.00/GJ/month (\$1.06/MMBtu/month) multiplied by the Firm Daily Variability Demand;
- (d) The charge payable for each of the quantities debited or credited to the Producer Balancing Account shall be \$0.05/GJ (\$0.053/MMBtu);
- (e) The charge payable for Name Change Service shall be \$0.003/GJ (\$0.0032/MMBtu). In the event that in any month the Shipper's charges pursuant to this Contract, (excluding Name Change Services) or any other storage and transportation agreements with Union, exceed \$5,000, the maximum fee for the Name Change Service provided for that month shall be \$850.00. In every other case the maximum monthly fee shall be \$1,800.00;
- (f) The charge payable for exceeding the limitations on the Producer Balancing Account as specified in Subsection 5.02 (c) shall be the rate for Storage Space Authorized Overrun or Drafted Storage Balance specified in Union's Market Price Service Schedule ("MPSS") or such other replacement rate schedule which may be applicable and as may be amended from time to time by Union; and
- (g) The rates for Services hereunder shall be subject to any orders, rules and regulations or any body having jurisdiction over such rates now or hereafter in effect during the term of this Contract.

**Dated:** [Month day, year]