

FERC GAS TARIFF  
FIRST REVISED VOLUME NO. 1  
of  
CLEAR CREEK STORAGE COMPANY, L.L.C.  
filed with the  
FEDERAL ENERGY REGULATORY COMMISSION

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## PRELIMINARY STATEMENT

#### PRELIMINARY STATEMENT

Clear Creek Storage Company, L.L.C. (Clear Creek) is a limited liability corporation, organized under the laws of the State of Utah, that provides storage and unbundled sales service in Southwestern Wyoming.

This Federal Energy Regulatory Commission (FERC) Gas Tariff, First Revised Volume No. 1, contains the rates and charges, rate schedules, general terms and conditions and forms of service agreements applicable to firm and interruptible storage service and unbundled sales service performed by Clear Creek under Rate Schedules FS, IS and SS.

## SYSTEM MAP

## System Map

A map of the Clear Creek Storage Company, L.L.C. system is available at:

<http://www.gasnom.com/ip/clearcreek/map>

STATEMENT OF RATES

STATEMENT OF RATES

| <u>Rate Schedule/<br/>Type of Charge</u>                       |                       | <u>Base<br/>Tariff<br/>Rate <sup>1/</sup></u> |
|--|-----------------------|---|
| <u>RATE SCHEDULES</u>  |                       | \$/Dth/day                                    |
| Daily Reservation Charge                                       |                       |   |
| Deliverability   | Maximum <sup>2/</sup> | 0.10723                                       |
|  | Minimum               | 0.00000                                       |
| Capacity   | Maximum               | 0.00142                                       |
|  | Minimum               | 0.00000                                       |
| Usage Charge   |                       |   |
| Receipt  | Maximum               | 0.00281                                       |
|  | Minimum               | 0.00281                                       |
| Delivery   | Maximum               | 0.01600                                       |
|  | Minimum               | 0.01060                                       |
| Authorized Overrun Charge <sup>3/</sup>                        | Maximum               | 0.49982                                       |
|  | Minimum               | 0.01060                                       |
| Volumetric Release Charges <sup>4/</sup>                       | Maximum <sup>2/</sup> | 0.97845                                       |
|  | Minimum               | 0.00000                                       |
| Usage Charge Applicable<br>to Volumetric Release <sup>5/</sup> |                       |   |
| Receipt  | Maximum               | 0.00281                                       |
|  | Minimum               | 0.00281                                       |
| Delivery   | Maximum               | 0.01060                                       |
|  | Minimum               | 0.01060                                       |
| <u>RATE SCHEDULES</u>  |                       |   |
| Usage Charge   |                       |   |
| Inventory <sup>6/</sup>  | Maximum               | 0.00276                                       |
|  | Minimum               | 0.00000                                       |
| Receipt  | Maximum               | 0.00281                                       |
|  | Minimum               | 0.00281                                       |
| Delivery   | Maximum               | 0.01060                                       |
|  | Minimum               | 0.01600                                       |

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FOOTNOTES TO THE STATEMENT OF RATES

- 1/ The annual charge adjustment (ACA) as specified by the Commission will be billed according to Sections 3(e) and 3(c) of Rate Schedule FS and IS, respectively, and Section 18 of the General Terms and Conditions of this tariff. The ACA shall be that annual charge unit rate which the Commission orders to be effective each fiscal year as posted in a notice on its website (<http://www.ferc.gov>) entitled "FY [Year] Gas Annual Charges Correction for Annual Charges Unit Charge." The ACA will not be charged, however, until such time as Clear Creek is billed by the Commission for any charges that would be eligible for recovery through an ACA rate.
- 2/ Short-term capacity releases for a term of one year or less are not subject to the maximum rate limit.
- 3/ Customer may request service in excess of its maximum daily storage quantity and Clear Creek may provide the service if capacity is available. The authorized overrun charge will be charged per Dth when authorized overrun service is utilized.
- 4/ Released capacity may be sold at a volumetric rate. Customers releasing capacity on a volumetric basis must specify a rate between the maximum and minimum volumetric rate stated on the Statement of Rates, except for short-term capacity releases for a term of one year or less that are not subject to the maximum rate, and notify Clear Creek of the criteria by which bids are to be evaluated. Short-term capacity releases for a term of one year or less are not subject to the maximum rate limit.
- 5/ Storage usage charges are applicable to storage services that are released at a volumetric rate and will be billed to the replacement shipper according to Section 18 of the General Terms and Conditions of this tariff.
- 6/ Applied to average daily working gas balance. NOTE: Each daily rate stated on Clear Creek's Statement of Rates may be converted to a monthly rate by multiplying the daily rate times the number of days in the rate period and dividing the result by the number of months in the rate period, taking the remainder out to 5 decimal places and rounding up or down to Clear Creek's specified decimal place.

## RATE SCHEDULES

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RATE SCHEDULE FS  
FIRM STORAGE

- 1 Availability: This rate schedule is available on a non-discriminatory basis to any party (Customer) for the purchase of natural gas storage service from Clear Creek Storage Company, L.L.C. (Clear Creek) when:
  - (a) Clear Creek has determined that it has sufficient available and uncommitted storage capacity to perform the service requested by customer;
  - (b) Customer and Clear Creek have executed a service agreement under this rate schedule; and
  - (c) Customer has arranged for any transportation required for utilization of the storage service.
  
- 2 Applicability and Character of Service: This rate schedule shall apply to all storage service that is rendered by Clear Creek for Customer pursuant to an executed service agreement under this rate schedule. Storage service rendered by Clear Creek under this rate schedule shall consist of:
  - (a) The receipt of Customer's working gas at daily quantities up to the maximum daily receipt quantity, plus fuel;
  - (b) The storage of Customer's working gas in quantities not to exceed the maximum storage quantity specified in the executed service agreement; and
  - (c) The delivery of Customer's working gas at a quantity not to exceed Customer's daily working gas quantity up to the maximum daily delivery quantity reduced by fuel.
  
- 3 Rates and Charges: The rates and charges paid by Customer for storage service under this rate schedule shall include the applicable storage rates specified on the Statement of Rates, as described below:
  - (a) Reservation charges.
    - (i) The daily FS deliverability reservation rate shall be paid for each decatherm of Customer's daily storage demand delivery quantity. This rate shall be stated in Customer's executed service agreement and shall be no more than the maximum nor less than the minimum rate stated on the statement of rates.
    - (ii) The daily FS capacity reservation rate shall be paid for each decatherm of Customer's daily maximum storage quantity.
  - (b) Usage charges.
    - (i) An injection usage charge shall be the applicable daily injection rate multiplied by each decatherm of gas received from Customer.
    - (ii) An withdrawal usage charge shall be the applicable daily delivery rate multiplied by each dekatherm of gas delivered for Customer.
  - (c) Fuel-use charge. Customer shall reimburse Clear Creek, in kind, for fuel use according to Section 17 of the General Terms and Conditions of this tariff.
  - (d) Authorized Storage Overrun Charge. An authorized overrun rate shall be paid for each decatherm of service provided on behalf of Customer pursuant to Section 4 of this rate schedule. The authorized overrun charge shall be the result of the overrun rate set forth on the Statement of Rates multiplied by the quantity of gas each day that exceeds the Customer's maximum daily storage quantity.

- (e) Annual Charge Adjustment (ACA). Pursuant to the requirements of Order No. 776, Clear Creek incorporates by reference the ACA unit charge specified on the FERC website in the annual notice issued by FERC entitled "FY [Year] Gas Annual Charges Correction for Annual Charges Unit Charge." When applicable, the ACA unit charge set forth in the annual notice will be effective the first day of October following issuance of the annual notice and shall extend to the last day of September of the following year.

Clear Creek shall remit to the FERC, within 45 days of issuance of the bill by the Commission, payment of the annual charge assessed Clear Creek. Payment shall be made to the United States Treasury.

- (f) Additional Facilities Charge. Customer shall reimburse Clear Creek for any additional facilities according to Section 15 of the General Terms and Conditions of this tariff.
- (g) Other Charges. Clear Creek shall charge Customer for any other FERC-approved charges that may apply to service under this rate schedule.

4 Storage Overrun Service: Customer may request Clear Creek to provide storage service under this Rate Schedule for quantities of gas in excess of Customers maximum daily storage quantity. Service requested under this Section 4 must be nominated separately as "overrun" by Customer. Clear Creek may provide the requested overrun service on an interruptible basis if, in Clear Creeks judgment, it can provide the service without adverse effect on Clear Creeks operations or on Clear Creeks ability to meet higher priority obligations. Customer shall pay the authorized overrun charge pursuant to Section 3 (d) of this Rate Schedule for the authorized overrun storage service.

5 Regulatory Fees: Customer shall reimburse Clear Creek for all fees required by the Commission or any other regulatory body which are related to the service provided under this rate schedule. No reimbursement will be required for regulatory fees generally applicable to all Customers, or for any fee that does not specifically relate to a Customers service provided under this rate schedule. Clear Creek will issue a statement to Customer stating the fees paid by Clear Creek to implement the storage service. The amount to be reimbursed shall be paid by Customer within 15 days of receipt of the statement.

6 Rate Changes: Clear Creek may file with the Commission to change the rates listed on the Statement of Rates applicable to service under this rate schedule. Clear Creek shall begin charging the changed rates for service provided under this rate schedule on the day the new rates become effective, subject to any refunds, surcharges or other conditions that are permitted or required by the Commission and subject to the terms of the executed storage agreement under this rate schedule. Nothing in this rate schedule limits Customers right to contest the changes nor limits the rights of Customer and Clear Creek to provide for changes in rates through the terms of the service agreement executed under this rate schedule.

7 General Terms and Conditions: The General Terms and Conditions of this FERC Gas Tariff, First Revised Volume No. 1, are applicable to this rate schedule and are incorporated herein by reference.

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RATE SCHEDULE IS  
INTERRUPTIBLE STORAGE SERVICE

- 1 Availability: This rate schedule is available on a non-discriminatory basis to any party (Customer) for the purchase of interruptible natural gas storage service from Clear Creek Storage Company, L.L.C. (Clear Creek) when:
  - (a) Clear Creek has determined that it has sufficient available and uncommitted storage capacity to perform the service requested by customer;
  - (b) Customer and Clear Creek have executed a service agreement under this rate schedule; and
  - (c) Customer has arranged for any transportation required for utilization of the storage service.
  
- 2 Applicability and Character of Service: This rate schedule shall apply to all storage service that is rendered by Clear Creek for Customer pursuant to an executed service agreement under this rate schedule. Storage service rendered by Clear Creek under this rate schedule shall consist of:
  - (a) The receipt of Customers working gas as provided in Section 10 of the General Terms and Conditions of this tariff.
  - (b) The storage of Customers working gas in quantities not to exceed the maximum storage quantity specified in the executed service agreement; and
  - (c) The delivery of Customers working gas as provided in Section 10 of the General Terms and Conditions of this tariff.

Storage service rendered under this rate schedule shall be interruptible, and shall be available only when capacity is not needed for receipt, storage and delivery of higher priority services. Such interruptible service shall be offered in accordance with the provisions of the General Terms and Conditions of this tariff. Clear Creek may, if storage capacity is required by customers having a higher priority, require customers receiving storage service under this rate schedule to withdraw quantities of gas held in storage. Clear Creeks notice to withdraw shall allow for a withdrawal period that is compatible with existing operational conditions.
  
- 3 Rates and Charges: The rates and charges paid by Customer for storage service under this rate schedule shall include the applicable storage rates specified on the Statement of Rates, as described below:
  - (a) Usage Charges.
    - (i) An inventory charge shall be the applicable daily inventory rate multiplied by Customers average daily storage volume as defined in Section 1.2 of the General Terms and Conditions of this tariff.
    - (ii) An injection usage charge shall be the applicable daily injection rate multiplied by each decatherm of gas received from Customer.
    - (iii) The withdrawal usage charge shall be the applicable daily withdrawal rate multiplied by each decatherm of gas delivered for customer.
  - (b) Fuel-use charge: Customer shall reimburse Clear Creek, in kind, for fuel use according to Section 17 of the General Terms and Conditions of this tariff.

- (c) Annual Charge Adjustment (ACA): Pursuant to the requirements of Order No. 776, Clear Creek incorporates by reference the ACA unit charge specified on the FERC website in the annual notice issued by FERC entitled "FY [Year] Gas Annual Charges Correction for Annual Charges Unit Charge." When applicable, the ACA unit charge set forth in the annual notice will be effective the first day of October following issuance of the annual notice and shall extend to the last day of September of the following year.

Clear Creek shall remit to the Commission, within 45 days of issuance of the bill by the Commission, payment of the annual charge assessed Clear Creek. Payment shall be made to the United States Treasury.

- (d) Additional Facilities Charge. Customer shall reimburse Clear Creek for any additional facilities according to Section 15 of the General Terms and Conditions of this tariff.
- (e) Other Charges. Clear Creek shall charge Customer for any other FERC-approved charges that may apply to service under this rate schedule.

4 Regulatory Fees: Customer shall reimburse Clear Creek for all fees required by the Commission or any other regulatory body which are related to the service provided under this rate schedule. No reimbursement will be required for regulatory fees generally applicable to all Customers, or for any fee that does not specifically relate to a Customers service provided under this rate schedule. Clear Creek will issue a statement to Customer stating the fees paid by Clear Creek to implement the storage service. The amount to be reimbursed shall be paid by Customer within 15 days of receipt of the statement.

5 Rate Changes: Clear Creek may file with the Commission to change the rates listed on the Statement of Rates applicable to service under this rate schedule. Clear Creek shall begin charging the changed rates for service provided under this rate schedule on the day the new rates become effective, subject to any refunds, surcharges or other conditions that are permitted or required by the Commission and subject to the terms of the executed storage agreement under this rate schedule. Nothing in this rate schedule limits Customers right to contest the changes nor limits the rights of Customer and Clear Creek to provide for changes in rates through the terms of the service agreement executed under this rate schedule.

6 General Terms and Conditions: The General Terms and Conditions of this FERC Gas Tariff, First Revised Volume No. 1, are applicable to this rate schedule and are incorporated herein by reference.

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RATE SCHEDULE SS  
UNBUNDLED SALES SERVICE

1 Availability

This rate schedule is available on a non-discriminatory basis to any party (Customer) for the purchase of natural gas from Clear Creek Storage Company, L.L.C. (Clear Creek) when Customer and Clear Creek have executed a Sales Service Agreement (Agreement) under this rate schedule.

2 Applicability and Character of Service

- (a) This rate schedule applies to all natural gas sold by Clear Creek to Customer.
- (b) Customer shall arrange for the transportation and delivery of any natural gas purchased from Clear Creek under this rate schedule.
- (c) Natural gas sold under this rate schedule shall be sold pursuant to the blanket sales certificate issued by the Federal Energy Regulatory Commission.

3 Rate: The rate to be paid for natural gas sold under this rate schedule shall be negotiated between Customer and Clear Creek.

4 Flow Rates to Receipt Points:

- (a) Daily flow rates shall be as specified in the Agreement between Customer and Clear Creek.
- (b) Receipt points shall be as specified in the Agreement between Customer and Clear Creek.

5 Heat Content, Gas Quality and Measurement Base: The heat content, gas quality and measurement base shall be as specified in the Agreement between Customer and Clear Creek.

6 General Terms and Conditions: The General Terms and Conditions of this FERC Gas Tariff, First Revised Volume No. 1, are incorporated by reference and made a part of this Rate Schedule SS, where applicable, and shall supplement the terms and conditions governing service rendered hereunder; provided, however, that in the event of any inconsistency, the terms of this rate schedule shall control.

7 Monthly Bill: The monthly bill for sales service under this rate schedule shall reflect rates as provided by Section 3 of this rate schedule. Billing and payment shall be according to Section 18 of the General Terms and Conditions of this FERC Gas Tariff.

8 Term: The term of service under this rate schedule shall be as specified in the Agreement between Customer and Clear Creek.

## GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 Agreement means the Service Agreement executed by Customer and Clear Creek Storage Company, L.L.C. (Clear Creek) and any exhibits, attachments and/or amendments thereto.
- 1.2 Average Daily Storage Volume means the sum of Customers working storage Gas at the end of each Day divided by the actual number of Days Customers Gas was stored in Clear Creek.
- 1.3 Btu means one British thermal unit, the amount of heat required to raise the temperature of one pound of water one degree Fahrenheit at sixty degrees Fahrenheit. (Btu is measured on a dry basis at 14.73 psia.)
- 1.4 Business Day means Monday through Friday, excluding Federal Banking holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico.
- 1.5 Commission or FERC means the Federal Energy Regulatory Commission or any successor regulatory authority having jurisdiction.
- 1.6 Cushion Gas means natural Gas required to be injected and retained in the Nugget reservoir, in volumes necessary to accomplish the purposes of (1) providing a buffer between Working Gas and reservoir water and (2) maintaining or preserving reservoir pressure so that Working Gas may be efficiently recovered.
- 1.7 Customer means any person, corporation, partnership or any other party that (1) is receiving service under Rate Schedule FS or IS of this tariff, (2) has executed a valid Service Agreement with Clear Creek for the storage of Gas under the terms and conditions of this tariff or (3) has completed a request for Storage Service according to Section 3 of these General Terms and Conditions.
- 1.8 Daily Rate means the result of the calculation of multiplying the Monthly base rate by the number of Months in the rate period and dividing the result by the number of days in the rate period, taking the remainder out to five decimal places and rounding up or down to the Clear Creek's specified decimal place.  
Monthly Rate means the result of the calculation of multiplying the Daily Rate times the number of Days in the rate period, dividing the result by the number of Months in the rate period, taking the remainder out to five decimal places, and rounding up or down to the Clear Creek's specified decimal place.
- 1.9 Day or Gas Day means a period of consecutive hours, beginning at 9:00 a.m. and ending on the following 9:00 a.m. (Central Clock Time).
- 1.10 Decatherm (Dth) means a unit of heating value equivalent to 1,000,000 Btus; MDth means 1,000 Dth.
- 1.11 Equivalent Quantities means a quantity of Gas containing an amount of Dths equal to the amount of Dths received by Clear Creek for the account of Customer at the point of receipt or delivery, reduced by fuel as attributable to the storage of Customer's Gas.
- 1.12 Gas means natural Gas, including casinghead Gas produced with crude oil, Gas from Gas wells and Gas from condensate wells and synthetic natural Gas.
- 1.13 North American Energy Standards Board or (NAESB) means that accredited organization established to set standards for certain natural Gas industry business practices and procedures.

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- 1.14 NAESB Standards means the standardized business practices, procedures and criteria adopted and published by the North American Energy Standards Board and adopted by reference by the Commission in Docket No. RM96-1 (Order Nos. 587, et seq.).
- 1.15 Liquid Revenues means revenue from the sale of liquid or liquefiable hydrocarbons removed by Clear Creek's separation facilities from Gas withdrawn from Clear Creek's facilities, net of any costs including, but not limited to, severance taxes, royalties, transportation costs and third-party processing fees which may include the retention of liquids or liquefiabiles.
- 1.16 Maximum Storage Quantity means the greatest number of Dths that Clear Creek is obligated to store on behalf of Customer on any Day.
- 1.17 Maximum Daily Delivery Quantity means the maximum daily quantity of Gas that Clear Creek is obligated to deliver from Clear Creek for Customer as stated in Customers Storage Service Agreement.
- 1.18 Month means the period beginning on the first Day of a calendar Month and ending at the same hour on the first Day of the next succeeding calendar Month.
- 1.19 Non-Recoverable Working Gas means that volume of Working Gas that cannot be withdrawn from Clear Creek using Clear Creeks existing facilities and following Clear Creeks standard operating procedures.
- 1.20 Operational Flow Order (OFO) means an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity, of Clear Creek's system or to maintain operations required to provide efficient and reliable firm service. Whenever Clear Creek experiences these conditions, any pertinent order should be referred to as an Operational Flow Order.
- 1.21 Operator means a party that operates the facilities that interconnect with Clear Creeks facilities.
- 1.22 Operational Balancing Agreement (OBA) means a contract between two parties that specifies the procedures to manage operating variances at an interconnect.
- 1.23 Point of Receipt or Delivery means the point of interconnect between Clear Creeks storage facilities and a third party transporters facilities located in Southwestern Wyoming.
- 1.24 Recoverable Working Gas means the difference between the gross Working Gas and the Non-Recoverable Working Gas during any one annual storage cycle.
- 1.25 Releasing Customer means any Customer releasing storage capacity under Section 4 of these General Terms and Conditions.
- 1.26 Replacement Customer means any Customer to whom storage capacity is released under Section 4 of these General Terms and Conditions.
- 1.27 Storage or Storage Service means the receipt, storage or delivery of natural Gas at Clear Creek.
- 1.28 Title Transfer means the change of title to gas between parties at a location.
- 1.29 Title Transfer Tracking means the process of accounting for the progression of title changes from party to party that does not effect a physical transfer of the gas.
- 1.30 Usage Charge means all variable charges associated with the receipt or delivery of Gas at Clear Creek.
- 1.31 Working Gas means that quantity of Gas injected into and withdrawn from storage, less fuel.

## 2. INTERNET WORLD WIDE WEB/ELECTRONIC NOTICE DELIVERY

- 2.1 Internet Web Site. Clear Creek has established an Internet web site that will be available through the Internet's World Wide Web to any existing or potential Customer on Clear Creek's system. Clear Creek's Internet web site shall contain information relevant to the availability of capacity in Clear Creek's storage field.
- 2.2 Electronic Data Interchange. Clear Creek will maintain an Internet server and Internet address for conducting business transactions via the Electronic Delivery Mechanism (EDM) standards adopted by Order Nos. 587 et al. and incorporated into this tariff by reference in Section 24 of these General Terms and Conditions. For electronic data interchange transactions, Clear Creek will enter into a trading partner agreement with interested parties. Clear Creek will adopt the NAESB Model Trading Partner Agreement reflecting Internet standards. Clear Creek's Electronic Data Interchange (EDI) contact may be provided by contacting Clear Creek at [Laura.Luce@spireenergy.com](mailto:Laura.Luce@spireenergy.com).
- 2.3 World Wide Web Page. Clear Creek has established HTML page(s) accessible via the Internet's World Wide Web. The following information will be posted: (1) notices (critical notices pertaining to information on Clear Creek system conditions that affect scheduling or adversely affect scheduled gas flow), operation notices, system wide notices, etc.); (2) FERC Order Nos. 497 and 566 affiliated marketer information (affiliate allocation log, 24 hour discount postings, etc.); (3) operationally available and un-subscribed capacity; (4) index of customers; (5) Clear Creek's FERC Gas tariff (terms, conditions and rates) or general terms and conditions.
- 2.4 Maintenance of Information. Clear Creek shall maintain daily backups of all storage-service files and archive them for a period of three years pursuant to Commission regulations and shall allow any Customer access to this historical information, for a reasonable fee, within a reasonable period of Customer's request.
- 2.5 Web Page Address. Clear Creek's web page may be accessed at [www.clearcreekstorage.com](http://www.clearcreekstorage.com).
- 2.6 Electronic Notice Delivery. The term "electronic notice delivery" describes the delivery of notices via Internet E-mail and/or EDI/EDM. Clear Creek will provide affected Customers with notification of intraday bumps, operational flow orders and other critical notices through the affected Customer's choice of electronic notice delivery mechanism, i.e., EDI/EDM or Internet Email. Unless Customers and Clear Creek have agreed to exclusive notification via EDI/EDM, Customers will provide Clear Creek with at least one Internet E-mail address to be used for electronic notice delivery. Clear Creek will support the concurrent sending of electronic notification to two Internet E-mail addresses for each affected party if two such addresses are provided to Clear Creek.

The subject line of E-mail notifications shall include the following information separated by commas and in the following order: (1) "critical;" (2) notice type, i.e., cap. constraint, cap. discount, curtailment, force majeure, bump, maintenance, OFO; (3) notice effective date in YYYYMMDD format; (4) Clear Creek's name or abbreviation, excluding commas, and (5) Clear Creek's DUNS number.

### 3. REQUESTS FOR STORAGE SERVICE

- 3.1 Request for Service. A potential Customer seeking Storage Service may submit a request for the service, in writing, according to Section 3.2 below. Clear Creek shall evaluate Customers request upon receipt and if approved, issue a completed Service Agreement containing the terms of service that Clear Creek will provide. Each request for service under Rate Schedule FS must be accompanied by a payment, in the form of either a direct wire transfer to a bank designated by Clear Creek or a check payable to Clear Creek Storage Company, L.L.C. Customers payment must be in the amount of the lesser of \$10,000.00, or the reservation charge for the requested Maximum Storage Quantity for three Months of service. If the term of the requested service is less than three Months, Customers payment must be in an amount equal to the lesser of \$10,000 or the reservation charge for the requested Maximum Storage Quantity for the term of the requested service. If the request for Storage Service is approved, Customers payment will be applied to service provided to Customer by Clear Creek. If Customers request is not approved, the payment will be refunded to Customer.

Requests for service shall be sent to:

Laura L. Luce  
Vice President  
Clear Creek Storage Company, L.L.C.  
3535 Sulphur Haul Rd  
Evantson, WY 82930  
Phone: (713) 205-0568  
[Laura.Luce@spireenergy.com](mailto:Laura.Luce@spireenergy.com)

- 3.2 Form of Request for Service. Clear Creeks Storage Service Request Form is found in the Storage Service Request Form section of this tariff. A valid request for Storage Service must contain the following information:

- (1) Requestors identification including name, address, representative and telephone number of party requesting service.
- (2) Customers identification including name, address, representative and telephone number of Customer. A statement of whether Customer is a local distribution company, an intrastate pipeline, an interstate pipeline, marketer/broker, producer, end user or other type of entity (which shall be described.)
- (3) A statement of whether Customer is acting for itself or as agent for another party(who must be named).
- (4) A statement of whether Customer is a Replacement Customer and the contract number under which the Replacement Customer is requesting service. (Applicable to released firm service only.)
- (5) Type of service requested; firm or interruptible Storage Service
- (6) Maximum quantity of Storage Service requested and a statement of whether Customer will accept less than the full quantity requested.
- (7) Term of service; requested commencement date and requested termination date.
- (8) Certified statement that Customer has, or will have by the time of delivery of gas to Clear Creek, either (a) title to or legal right to cause to be delivered to Clear Creek for storage the Gas that will be delivered to Clear Creeks storage facilities, or (b) contractual rights that will cause the Gas to be delivered to and received from Customer.

- (9) Pursuant to the General Terms and Conditions, Section 7 of this tariff, credit evaluation information including Customers bank references; Customers year-end audited financial statements together with the latest quarterly report; a list of Customers affiliates, parent companies and subsidiaries; any available reports from credit reporting agencies and two trade references.
- (10) A statement that Customer is not operating under any chapter of bankruptcy laws and is not subject to liquidation or debt reduction procedures, such as an assignment for the benefit of creditors, or any informal creditors committee agreement.

Clear Creek may, after receipt of a Request for Storage Service from Customer, require that Customer furnish additional information as a prerequisite to Clear Creek offering to execute a Service Agreement with Customer. The requested information may include proof of (a) Customers title to the Gas to be tendered and/or (b) Customers legal right to cause the Gas to be delivered and/or (c) Customers contractual and/or physical ability to cause the Gas to be delivered to or received from Clear Creek.

- 3.3 Request Validity. Customers request for Storage Service shall be considered null and void if Clear Creek has tendered an Agreement for execution to Customer and Customer fails to execute and return the Agreement to Clear Creek within five Days after receipt. Clear Creek will not execute an Agreement under Rate Schedule FS unless sufficient capacity is available.
- 3.4 Awarding of Capacity. Firm storage capacity shall be awarded based upon the highest economic value of the transaction to Clear Creek subject to the bidding Customer satisfying the requirements of this tariff. Economic value shall be determined on the basis of the product of the term of service in years in the request, (using a term not to exceed 20 years) and the reservation charges for each year in the life of the Agreement agreed to in the request by the requesting party, discounted to present value by the then-current interest rate determined in accordance with Section 154.501(d)(1) of the Commissions Regulations. The sum of the present value for each year in the life of the Agreement shall be the economic value of the Agreement. If two or more bids, with equal economic value, are received for combined capacity in excess of the quantity of available firm capacity, the capacity will be awarded pro rata between these firm Customers.

#### 4. CAPACITY RELEASE AND REASSIGNMENT

Any Customer or Replacement Customer under Rate Schedule FS may release all or any portion of its storage capacity, but only to the extent that the released capacity is acquired by a Replacement Customer according to the provisions of this section. Additionally, any Customer may release its capacity on a volumetric basis. Any Customer, or Replacement Customer releasing capacity will be designated a Releasing Customer. Any party purchasing released capacity shall be designated a Replacement Customer. Any Customer that wants to release capacity must notify Clear Creek of the terms and conditions of the intended release.

4.1 Capacity Release Procedures. Any party desiring to contract with Clear Creek for available released capacity must complete the Storage Request Form on Clear Creek's Internet web site and provide the information required in this section and in Section 3.2 of these General Terms and Conditions.

The Releasing Customer shall notify Clear Creek of its intent to release either via facsimile transmittal, through Internet Email or via Clear Creek's interactive Internet web site. Clear Creek shall post offers and bids, including pre-arranged deals, upon receipt, unless the Releasing Customer requests otherwise. Clear Creek shall support such request insofar as it comports with Section 4.5 of these General Terms and Conditions. The Releasing Customer shall submit the information described below, objectively stated and applicable to all potential Customers on a non-discriminatory basis:

- (1) The pricing provisions of the offer to release are subject to the limits of Clear Creek's maximum and minimum rates. Short-term capacity releases for a term of one year or less are not subject to the maximum rate limit. The Releasing Customer must specify whether the bids should be stated in dollars and cents, as a percentage of the maximum tariff rate, or at a volumetric rate and bids must comport with this choice. For purposes of bidding and awarding, the maximum/minimum rates specified by the Releasing Customer shall include the tariff reservation rate and all demand surcharges, as a total number or as stated separately. The volumetric rate proposed may be no more nor less than the volumetric rates stated on the Statement of Rates. Short-term capacity releases for a term of one year or less are not subject to the maximum rate limit.
- (2) The specific quantity to be released in Dth. The basis for the released quantity shall be per Day for storage receipt and delivery; and per-release quantity, as well as total release-period quantity, for storage capacity.
- (3) The duration or term of the release, including any right to recall.
- (4) Releasing Customers may, to the extent permitted as a condition of the capacity release, recall released capacity according to Section 4.13 of this tariff.
- (5) Whether the release is on a permanent or temporary basis.
- (6) The length of time the offer to release should be posted on Clear Creek's Internet web site.
- (7) Any other conditions or contingencies of the offer to release, including nondiscriminatory provisions necessary to evaluate bids and tie-breaking criteria.
- (8) The legal name of the Replacement Customer that is designated in any pre-arranged release.

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- (9) The bid-evaluation method. (Bid evaluations will be limited to highest rate, highest economic value and net revenue, unless agreed otherwise by Clear Creek.)
  - (10) Any minimum volumetric commitment for a volumetric release. (Due to operational restraints at Clear Creek, a Customer's released receipt quantity may not be less than 5,000 Dth per Day. However, a Customer may release any amount of delivery quantity as is compatible with operational conditions at the time of the release.
  - (11) The legal name of the Replacement Shipper if the release is a pre-arranged release.
  - (12) Whether the pre-arranged Replacement Shipper is an asset manager as defined in 18 C.F.R. § 284.8(h)(3) or a marketer participating in a state-regulated retail access program as defined in 18 C.F.R. § 284.8(h)(4).
  - (13) If the pre-arranged Replacement Shipper is an asset manager, the asset manager's obligation to deliver gas to, or purchase gas from, the Releasing Shipper.
- 4.2 Creditworthiness. Clear Creek's creditworthiness standards set forth in Section 7 of these General Terms and Conditions shall apply to any potential Replacement Customer. Clear Creek shall not award capacity release offers to a Replacement Customer until and unless the Replacement Customer meets Clear Creek's creditworthiness requirements applicable to all services that it receives from Clear Creek, including the service represented by the capacity release. The Releasing Customer shall not establish its own creditworthiness standards for bidding Customers.
- 4.3 Compliance by Replacement Customer. By acquiring released capacity, a Replacement Customer agrees that it will fully comply with all terms and conditions of this tariff. Except for price, term and quantity, the terms and conditions of the original release by Clear Creek's Customer will be binding on all Replacement Customers.
- 4.4 Withdrawal of Offer to Release. The Releasing Customer may withdraw any existing offer to release during the bid period if (a) no minimum bid has been received and (b) unanticipated circumstances warrant the withdrawal. The Releasing Customer shall provide notice of a withdrawal of released capacity prior to the close of the bid period via facsimile transmittal or through Clear Creek's interactive Internet web site. An offer to release capacity may not be withdrawn after the close of the bid period.
- 4.5 Capacity Release Time Line. The capacity release time line is applicable to all parties participating in the capacity release process if (a) the Replacement Customer has been determined to be creditworthy, (b) all information provided by parties to the transaction is valid and (c) the release contains no special terms or conditions of release.
- (1) For biddable releases (1 year or less):
    - Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.
    - Open season ends at 10:00 a.m. on the same or a subsequent Business Day.
    - Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best Bid is made, and ties are broken.
    - If no match is required, the evaluation period ends and the Award is posted by 11:00 a.m.
    - Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the Award is posted by 12:00 Noon.
    - The contract is issued within one hour of the Award posting (with a new contract number, when applicable).
    - Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

- (2) For biddable releases (more than 1 year):
- Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.
  - Open season shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days.
  - Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best Bid is made, and ties are broken.
  - If no match is required, the evaluation period ends and the Award is posted by 11:00 a.m.
  - Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the Award is posted by 12:00 Noon.
  - The contract is issued within one hour of the Award posting (with a new contract number, when applicable).
  - Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.
- (3) For non-biddable releases:
- The posting of prearranged deals that are not subject to bid are due no later than one hour prior to the nomination deadline for the applicable cycle, pursuant to NAESB WGQ Standard No. 1.3.2. The posting deadlines are:
    - Timely Cycle 12:00 Noon
    - Evening Cycle 5:00 p.m.
    - Intraday 1 Cycle 9:00 a.m.
    - Intraday 2 Cycle 1:30 p.m.
    - Intraday 3 Cycle 6:00 p.m.
  - The contract is issued within one hour of the Award posting (with a new contract number, when applicable).
  - Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

4.6 Competitive bidding procedure. Bids may be submitted by potential Replacement Customers via Clear Creek's interactive Internet web site during the posting period and must include all information required by Section 3.2 of these General Terms and Conditions. Clear Creek shall post the terms of each bid, but will not post the identity of each bidder. Posted bids will be accessible via Clear Creek's interactive Internet web site or other Electronic Delivery Mechanism (EDM) applications. Customer's bids may be no higher nor lower than the rates stated on the Statement of Rates to this tariff. Upon expiration of the offer, Clear Creek shall remove the offer of release from its Internet web site.

Potential Replacement Customers may withdraw their posted bids at any time during the bidding period via Clear Creek's interactive Internet web site or other EDM applications. However, Replacement Customers may not withdraw bids once the bidding period is ended. A Replacement Customer that withdraws a bid for released capacity may not post another bid for the same capacity that is lower than the Customer's previous bid.

- 4.7 Upload of Capacity Release Offers via EDI. Clear Creek shall accept and process uploads of capacity release offers from Releasing Customers (or its authorized third party service provider), provided the offer is received by Clear Creek at its designated site no later than 15 minutes prior to the respective deadline specified in NAESB Standard 5.3.2 and Section 4.5 of these General Terms and Conditions. Such received offer, if determined to be valid, shall be posted as an offer and shall be available for bidding by the posted-by deadline and start of bidding time specified (for the received Business Day) in NAESB Standard 5.3.2 and Section 4.5 of these General Terms and Conditions or the Releasing Customer's specified Business Day (if later than the received Business Day.)

Clear Creek shall accept and process uploads of capacity release bids from potential Replacement Customers (or its authorized third party service provider), provided the bid is time-stamped as leaving control of the bidder no later than the respective deadline as specified in NAESB Standard 5.3.2 and Section 4.5 of these General Terms and Conditions and is received by Clear Creek at its designated site no later than 15 minutes after such deadline. Such timely bid, if determined to be valid, shall be evaluated by Clear Creek for the purpose of identifying the winning bidder associated with the offer upon which the bid was made. Clear Creek shall notify the Replacement Customer whether (1) capacity will be awarded or (2) matching bids have been received. Replacement Customers with matching rights shall have until the applicable times specified in Section 4.5 of these General Terms and Conditions to increase their bids. Capacity will be awarded and posted as provided by Section 4.8 of these General Terms and Conditions. If a received bid is not valid, Clear Creek shall respond with the proper validation document to the applicable submitting party within 15 minutes of receipt. If Clear Creek receives an upload of an offer or a bid not in association with a deadline, Clear Creek shall process and post for review valid offers or bids which are received prior to one quarter hour period by the end of the next succeeding quarter hour period. In the event such document is not valid, Clear Creek shall respond to the submitting party with the applicable validation document by the end of the next succeeding quarter hour period. The quarter hour periods are on the hour, 15 minutes, 30 minutes and 45 minutes after the hour.

The Releasing Customer may request a later posting time for posting of such offer insofar as such request comports with the standard Capacity Release time line specified in Section 4.5 of these General Terms and Conditions.

Although nightly processing and routine maintenance occurring outside of the normal business hours may interrupt the normal schedule of applicable validation documents, such delays shall be kept to a minimum and the normal schedule shall be resumed at the earliest opportunity and no later than the start of the next Business Day.

- 4.8 Awarding of Capacity. Capacity will be awarded each Day in accordance with the schedule set forth in Section 4.5 of these General Terms and Conditions. The capacity shall be awarded to the Replacement Customer that satisfies the requirements of this tariff and also meets the conditions of the offer to release capacity.

- (1) Capacity for which multiple bids are received shall be awarded based upon the highest economic value unless stipulated otherwise by the Releasing Customer. The economic value shall be determined on the basis of the product of the term of service in years in the request, using a term not to exceed 20 years; or Months in the case of releases for a term less than one year, and the reservation charges for each year, or Month, in the life of the Agreement agreed to in the request by the potential Replacement Customer, discounted to present value by the then-current interest rate determined in accordance with Section 154.501(d)(1) of the Commission's Regulations. The sum of the present value for each year, or Months, in the life of the Agreement shall be the economic value of the Agreement.

- (2) The highest ranking bidder will receive the entire maximum amount of capacity bid by Customer. If two or more bids, with equal economic value, are received, the capacity shall be awarded according to the criteria specified by the Releasing Customer. If no method for awarding bids of equal economic value is specified, the capacity shall be awarded to those bidders pro rata, based on the quantity of storage capacity bid by each tied Customer.
- (3) The second highest bidder will receive the remainder of the offered capacity provided that the amount remaining is above the bidders minimum acceptable quantity. Any remaining capacity shall be awarded to the next highest bidder with the same provisions stated above. This process will be repeated until either all of the offered capacity is awarded, or the remaining capacity is less than the Releasing Customer's minimum quantity or remaining bidders acceptable quantity.
- (4) Capacity that is released temporarily shall be awarded to the Replacement Customer that makes the best offer based on the criteria specified by the Releasing Customer, or the highest economic value as defined above.
- (5) Capacity that is released permanently shall be awarded to the Replacement Customer that offers an economic value equal to, or greater than, the economic value of the Releasing Customer's storage capacity. The economic value shall be calculated according to Section 3.4 of these General Terms and Conditions. Acceptance shall be conditioned upon the Replacement Customer satisfying Clear Creek's creditworthiness standard and eligibility requirements.
- (6) Clear Creek shall not be required to contract with parties submitting bids that do not meet the conditions of the offer to release capacity. Subject to approval of the Releasing Customer, however, Clear Creek may accept bids offering a price or term that is less than that set forth on the release. All bids shall be evaluated according to criteria provided by the Releasing Customer. If no criteria are provided by the Releasing Customer, bids shall be accepted in an order of priority based on the highest economic value offered by the competing bids as described above.

4.9 Execution of a Service Agreement. Once the provisions of this Section 4.8 are satisfied, and as a condition precedent to receiving service pursuant to a capacity release, the Replacement Customer shall execute a Service Agreement with Clear Creek.

4.10 Pre-arranged Release.

- (1) A Releasing Customer may release capacity for a term of 31 Days or less to a pre-arranged Replacement Customer without posting an offer on the interactive Internet web site. A Releasing Customer may also release capacity to a pre-arranged Replacement Customer without posting an offer on the interactive Internet web site if the pre-arranged release
  - (a) is for the maximum applicable reservation rate,
  - (b) is for the full term for which the capacity is released,
  - (c) meets all terms and conditions of the release and
  - (d) if the full term of the release is greater than one year.

A pre-arranged release that is to a qualified asset manager or a marketer participating in a state-regulated retail access program without posting an offer on the interactive Internet web site. The Releasing Customer must notify Clear Creek of the pre-arranged release. Once notification is received, the Replacement Customer may submit a nomination for the acquired capacity at the earliest available nomination opportunity. The Replacement Customer must meet any eligibility requirements set forth in this Section 4.10.

- (2) Non-biddable pre-arranged release. The following pre-arranged capacity release transactions are exempt from the bidding procedures described in this Section:
- (a) a pre-arranged release that
    - (i) is for the maximum applicable reservation charge,
    - (ii) is for the full term for which the capacity is released, the full term of which is greater than one year, and
    - (iii) meets all terms and conditions of the release.
  - (b) a pre-arranged release for a term of 31 Days or less.
  - (c) a pre-arranged release that
    - (i) is to a qualified asset manager as defined in 18 C.F.R. § 284.8(h)(3) or a marketer participating in a state-regulated retail access program as defined in 18 C.F.R. § 284.8(h)(4),
    - (ii) is for the full term for which the capacity is released and
    - (iii) meets all terms and conditions of the release.

Releasing Customers may inform Clear Creek of a non-biddable capacity release deal at any available nomination opportunity and the Replacement Customer may submit a nomination at the time the pipeline is informed of the release.

A release of 31 Days or less may not be rolled over, extended or in any way continued without complying with the bidding requirements set out in this Section. A Releasing Customer may not release capacity to the same Replacement Customer until 28 Days after the first release period has ended, regardless of the rate charged. All releases for more than 31 days or less than one year, prearranged or otherwise, must be posted for bidding.

- (3) Biddable pre-arranged release. A pre-arranged release, subject to bid, must be posted to the interactive Internet web site as provided by the capacity release time line set forth in Section 4.5. If no better offer is received during the bid period, or if the pre-arranged offer is for the applicable maximum reservation charge and the full term of the release, then the pre-arranged Replacement Customer shall become the Replacement Customer. If the pre-arranged release is for less than the applicable maximum reservation rate, and a better offer is received during the bid period, the pre-arranged Replacement Customer shall have one hour from the time notification is received from Clear Creek to match the better offer. If the pre-arranged bidding Customer fails to match the better offer, then the bidding Customer that presented the better offer shall become the Replacement Customer.

- (4) A Releasing Customer should not be able to specify an extension of the original bid period or the pre-arranged deal match period, without posting a new release.

4.11 Volumetric Release. Customer may release capacity on a volumetric basis provided:

- (1) All requirements and conditions of the release are specified by the Releasing Customer in the release notice, including any minimum storage volume requirement.
- (2) The requirements and conditions specified by the Releasing Customer meet all of the requirements and conditions of this tariff.
- (3) The volumetric rate for release falls within the minimum and maximum rate shown on the Statement of Rates of this tariff. Short-term capacity releases for a term of one year or less are not subject to the maximum rate limit.
- (4) Clear Creek will bill the volumetric rate for volumes actually received by Clear Creek for the account of the Replacement Customer; or the minimum storage volume requirement, if volumes actually received are less than the required minimum storage requirement.
- (5) The Replacement Customer shall remain fully responsible for all usage charges incurred.

4.12 Marketing of Released Capacity. Clear Creek may negotiate with a Releasing Customer to market all or any portion of the released capacity to potential Replacement Customers. If Clear Creek contracts with a Replacement Customer found through its marketing effort, Clear Creek shall be entitled to a marketing fee, which will be negotiated between Clear Creek and the Releasing Customer. Clear Creek's marketing fee will be deducted monthly from credits due the Releasing Customer with respect to each Dth of capacity purchased by the Replacement Customer. Each Replacement Customer found by Clear Creek shall submit with its bid a statement attesting to Clear Creek's marketing effort in connection with the Replacement Customer's decision to purchase released capacity. The Replacement Customer's statement shall constitute conclusive support of Clear Creek's marketing effort and entitlement to the marketing fee.

4.13 Recall and Reput. Clear Creek will support the following recall notification periods for all released capacity subject to recall rights. Clear Creek is located in the Mountain Time Zone, which is one hour earlier than all Central Clock times listed below:

- (i) Timely Recall Notification:
  - (a) The Releasing Customer recalling capacity shall provide notice of such recall to Clear Creek and the first Replacement Customer no later than 8:00 a.m. on the day that timely nominations are due;
  - (b) Clear Creek shall provide notification of such recall to all affected Replacement Customers no later than 9:00 a.m. on the day that timely nominations are due.
- (ii) Early Evening Recall Notification:
  - (a) The Releasing Customer recalling capacity shall provide notice of such recall to Clear Creek and the first Replacement Customer no later than 3:00 p.m. on the day that evening nominations are due;
  - (b) Clear Creek shall provide notification of such recall to all affected Replacement Customers no later than 4:00 p.m. on the day that evening nominations are due.

- (iii) Evening Recall Notification:
  - (a) A Releasing Customer recalling capacity shall provide notice of such recall to Clear Creek and the first Replacement Customer no later than 5:00 p.m. on the day that evening nominations are due;
  - (b) Clear Creek shall provide notification of such recall to all affected Replacement Customers no later than 6:00 p.m. on the day that evening nominations are due.
- (iv) Intraday-One Recall Notification:
  - (a) The Releasing Customer recalling capacity shall provide notice of such recall to Clear Creek and the first Replacement Customer no later than 7:00 a.m. on the day that intraday one nominations are due;
  - (b) Clear Creek shall provide notification of such recall to all affected Replacement Customers no later than 8:00 a.m. on the day that intraday one nominations are due.
- (v) Intraday-Two Recall Notification:
  - (a) The Releasing Customer recalling capacity shall provide notice of such recall to Clear Creek and the first Replacement Shipper no later than 12:00 p.m. on the day that intraday two nominations are due;
  - (b) Clear Creek shall provide notification of such recall to all affected Replacement Customers no later than 1:00 p.m. on the day that intraday two nominations are due.
- (vi) Intraday-Three Recall Notification:
  - (a) The Releasing Customer recalling capacity shall provide notice of such recall to Clear Creek and the first Replacement Shipper no later than 4:00 p.m. on the day that intraday three nominations are due;
  - (b) Clear Creek shall provide notification of such recall to all affected Replacement Customers no later than 5:00 p.m. on the day that intraday three nominations are due.

For recall notification provided to Clear Creek prior to the recall notification deadline specified in Section 4.13 of this tariff (NAESB WGQ Standard 5.3.44) and received between 7:00 a.m. and 5:00 p.m., Clear Creek shall provide notification to all affected Replacement Customers no later than one hour after receipt of such recall notification. For recall notification provided to Clear Creek after 5:00 p.m. and prior to 7:00 a.m., Clear Creek shall provide notification to all affected Replacement Customers no later than 8:00 a.m. after receipt of such recall notification.

Clear Creek shall support the ability for the Releasing Customer to specify, as a condition of a capacity release offer, which recall notification period(s), as provided in Section 4.13 of this tariff, will be available for use by the parties (NAESB WGQ Standard 5.3.44). Clear Creek shall also support the ability for the Releasing Customer to specify, as a condition of a release, whether the Releasing Customer's recall notification must be provided exclusively on a Business Day.

NAESB WGQ Standard 5.3.55 states that for the recall notification provided to Clear Creek, Clear Creek's tariff shall specify whether the quantity should be expressed in terms of a) total released capacity entitlements or b) adjusted total released capacity entitlements based upon the elapsed pro rata capacity. The capacity entitlements

resulting from the use of either a) or b) shall be the same.

Accordingly Clear Creek states that any recall notification provided to Clear Creek shall be expressed in terms of total released capacity entitlements.

Clear Creek shall not be obligated to deliver in excess of the total daily contract quantity of the release as a result of NAESB WGQ Standard 5.3.55. When capacity is recalled, it may not be reput for the same Gas Day. The deadline for notifying Clear Creek of a reput is 8:00 a.m. to allow for timely nominations to flow on the next Gas Day. The Releasing Customer shall provide capacity recall notification to its affected Replacement Customer(s) at the same time it provides notification to Clear Creek. The mode of notification shall be mutually agreed between the parties.

- 4.14 Obligation of Releasing Customer and Billing Adjustment. The Releasing Customer shall continue to be liable and responsible for all reservation and usage charges associated with the released capacity up to the maximum reservation and usage rate specified in the Releasing Customer's Service Agreement. Subsequent releases by a Replacement Customer shall not relieve the original, or any subsequent Releasing Customer, of its obligations under the terms of the Service Agreement executed between Clear Creek and the Customer for Storage Service under this tariff.

Clear Creek shall bill the Releasing and Replacement Customer each Month the reservation and usage rates associated with the entire amount of deliverability or applicable volumetric rates specified in the executed Service Agreement. The Replacement Customer must pay the billed amount directly to Clear Creek. A conditional credit for payment by the Replacement Customer shall be applied to the Releasing Customer's bill. The Releasing Customer shall also be billed any negotiated marketing fee.

If the Replacement Customer fails to pay Clear Creek, Clear Creek shall notify the Releasing Customer that the conditional credit has been reversed and of the amount due, including interest calculated according to 18 C.F.R, Section 154.501(d)(1) and accruing from the date the Replacement Customer's payment was due. This amount must be paid by the Releasing Customer. If the Replacement Customer subsequently pays Clear Creek, Clear Creek will credit the amount received to the Releasing Customer.

- 4.15 Notices to Releasing and Replacement Customers (NAESB WGQ Standard 5.3.60). Clear Creek shall provide the original Releasing Customer with Internet E-mail notification reasonably proximate in time on the same day with any of the following formal notices given by Clear Creek to the Replacement Customer:

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

- 4.16 Offers to Purchase Capacity. Clear Creek will post, as a Notice on its Informational Postings website, instructions describing how interested parties may submit a request to purchase releasable capacity from current Customers. The instructions will include the information that is required for such a request. Upon receipt of a correctly completed request to purchase capacity, Clear Creek will post the request as a Notice on its Informational Postings website. Such request will remain posted on the Informational Postings website for a minimum of 90 days. The e-mail address to which the request should be sent is [Laura.Luce@spireenergy.com](mailto:Laura.Luce@spireenergy.com).

5. TITLE TRANSFERS OF GAS IN STORAGE

- 5.1 A Customer may transfer between the Customer's FS and IS accounts, or to another Customer's account, quantities of natural Gas that have been received for storage. A Customer making a transfer must provide Clear Creek with immediate electronic, written or facsimile notice of the transfer. The notice must include the account from which the Gas will be transferred, the account to which the Gas will be transferred, the date of the transfer and the quantity of Gas to be transferred. Transfers will be valid only after proper notification to Clear Creek.
- 5.2 No transfer of Gas may be made unless the Customer receiving the transfer is also a storage Customer of Clear Creek and has executed a Service Agreement for an amount of capacity sufficient to receive transferred quantities of Gas.
- 5.3 Clear Creek will recognize the transfer for purposes of computing available working storage Gas and applicable receipt and delivery quantities on a prospective basis within 24 hours after receiving the written notice as required by this section.
- 5.4 Clear Creek shall accommodate Title Transfer Tracking services at identified pooling points where title tracking services are requested. Title Transfer Tracking services shall be supported by means of the nominations, quick responses and scheduled quantities processes. Clear Creek shall permit and process, on a non-discriminatory basis, transportation nominations (along with required responsive scheduling information) effecting transfers at pooling points by any party including shippers, poolers, or third party account administrators. Except for processing the transportation nomination to reflect the in-place transfer of gas, Clear Creek shall provide no other accounting services respecting the transfer of title.

6. RIGHT OF FIRST REFUSAL

- 6.1 Any Customer that has executed a Service Agreement under Rate Schedule FS at the maximum rate and (1) having a term of 12 consecutive months or more, or (2) a term for more than one year for a service which is not available for 12 consecutive months, may exercise a right to continue to receive service at the expiration of the term of the Agreement for all or any portion of the firm capacity under the Agreement provided:
- (1) Customer notifies Clear Creek of its intent to continue service under the Agreement by (i) the date of the notice period provided in Customers Service Agreement; or (ii) 90 Days prior to the expiration of the term of the Service Agreement, whichever is later;
  - (2) Customer matches the best offer made by others for such capacity or portion thereof by offering a rate and term of Agreement that produces an equivalent or greater economic value, as defined in Section 3.4 of these General Terms and Conditions;
  - (3) Clear Creek is not obligated to enter into an extension of any Agreement or continue service at any rate less than Clear Creek's maximum applicable rates in effect at the time of renewal; and
  - (4) Clear Creek is not obligated to enter into an extension of any Agreement or continue service to any Customer who fails to meet the creditworthiness requirements set forth in Section 4 of these General Terms and Conditions.
- 6.2 Upon notification that Customer intends to continue service, Clear Creek shall post on its Internet web site the terms and conditions of the available capacity as follows:
- (1) The Maximum Storage Quantity that will become available upon termination of the Agreement.
  - (2) The effective date of the available capacity.
  - (3) The term of availability.
  - (4) The applicable rates.
  - (5) That the capacity is subject to the right of first refusal.
- 6.3 The capacity will be made available on a nondiscriminatory basis and may be acquired through the bidding process described in Section 4.6 of these General Terms and Conditions.
- 6.4 A Customer desiring to acquire the available storage capacity shall place a bid with Clear Creek, through facsimile transmission, or via its interactive Internet web site, during the applicable bid period. The bid shall be binding when received by Clear Creek and may not be withdrawn by the bidding Customer. Customer's bid must include all information required by Section 3.2 of these General Terms and Conditions. Clear Creek shall not be obligated to accept any bid for the available capacity at less than the maximum applicable tariff rate or for a term greater than the term posted in Customer's notification to Clear Creek.
- 6.5 Clear Creek shall provide to the existing Customer, within five Business Days of the date bidding ends, information regarding the bid with the greatest economic value. A Customer exercising its right of first refusal must match the highest bid according to Section 3.4. The existing Customer shall have five days from the date notified to inform Clear Creek that it agrees to match the bid. If the existing Customer elects to match the terms of price and duration of the bid with the greatest economic value, Clear Creek shall contract with the existing Customer. If the existing Customer does not elect to match the terms of such bid, Clear Creek will contract with the Customer whose bid provided the greatest economic value for the storage capacity according to the terms and conditions of this tariff.

- 6.6 If no bids are received and the existing Customer is willing to pay the maximum rate, the existing Customer will be entitled to continue to receive service for whatever term it chooses. However, due to the operational constraints of the Clear Creek storage facility, that term may not be less than one year. At the end of the term, the existing Customer will again have the right of first refusal to retain the capacity. Any Customer that acquires available capacity according to this section will not be required to repeat the bidding procedures outlined in Section 4.6 of this tariff.

## 7. CREDITWORTHINESS

- 7.1 Clear Creek shall not be required to perform Storage Service for a Customer who is, or has become, insolvent; or who, at Clear Creeks request, fails within a reasonable period to demonstrate creditworthiness. Clear Creek shall apply consistent, non-discriminatory evaluation practices to determine the acceptability of the Customers overall financial condition, working capital and profitability trends.
- 7.2 Customers creditworthiness may be shown by the following criteria:
- (1) Customer shall provide (i) current audited financial statements, annual reports, 10-K reports or other filings with regulatory agencies; (ii) a list of all corporate affiliates, parent companies and subsidiaries; and (iii) any available reports from credit reporting agencies.
  - (2) Customer must provide a bank reference and at least two trade references. The results of reference checks and any credit reports must show that Customers obligations are being paid on a prompt basis.
  - (3) Customer must confirm in writing that it is not operating under any chapter of bankruptcy laws and must not be subject to liquidation or debt reduction procedures, such as an assignment for the benefit of creditors, or any informal creditors committee assignment. An exception may be made for a Customer who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act, but only with adequate assurances that billings will be paid promptly as a cost of administration under the federal courts jurisdiction.
  - (4) Customer must confirm in writing that it is not subject to the uncertainty of pending liquidation or proceedings in state or federal courts or before any administrative agency that could cause a substantial deterioration in its financial condition, which could cause a condition of insolvency, or the ability to exist as an ongoing business entity.
  - (5) No delinquent monetary balances may be outstanding for services previously provided by Clear Creek. Customer must have paid its account for past periods according to established tariff terms.
  - (6) No significant collection lawsuits or judgments shall be outstanding that would seriously reflect upon Customers ability to remain solvent.
- 7.3 A Customer that fails to satisfy the credit criteria may still obtain service by electing one of the following options: (a) payment in advance of the reservation rate for the lesser of six Months service or the actual term of the requested service; (b) a standby irrevocable letter of credit drawn upon a bank acceptable to Clear Creek in the amount of the reservation charge for the lesser of six Months service or the actual term of the requested service; (c) a security interest in collateral provided by the Customer that is satisfactory to Clear Creek; or (iv) guarantee of performance of all Customers obligations to Clear Creek by a party that satisfies Clear Creeks credit appraisal.
- 7.4 Should any of the events or actions described in Sections 7.2 (3), (4) or (6) above occur during the term of service under this tariff, Customer shall provide notification to Clear Creek within two Business Days of the imposed event or action. Customer shall also promptly provide additional credit information as may be reasonably required by Clear Creek to determine Customers creditworthiness at any time during the term of service under this tariff.
- 7.5 After receipt of a request for service, Clear Creek may require that Customer furnish additional information as a prerequisite to Clear Creek providing the service. The information may include proof of Customers lawful right and title to deliver the Gas to Clear Creek.

- 7.6 Requests for additional information to be used for credit evaluation after the initiation of service (NAESB WGQ Standard 0.3.3. through 0.3.10.
- (1) If additional information for credit evaluation after initiation of service is desired, Clear Creek, contemporaneous with the request, will provide its reasons(s) for requesting the additional information to the Customer and designate to whom the response should be sent. Clear Creek and Customer may mutually agree to waive the requirements of this standard.
  - (2) Upon receipt of either an initial or follow-up request from Clear Creek for information to be used for creditworthiness evaluation, Customer's authorized representative(s) shall acknowledge receipt of Clear Creek's request. Clear Creek and Customer may mutually agree to waive the requirements of this standard.
  - (3) Customer's authorized representative(s) shall respond to Clear Creek's request for credit information, as allowed by Clear Creek's tariff, on or before the due date specified in the request. Customer shall provide all the credit information requested by Clear Creek or provide reason(s) why any of the requested information was not provided.
  - (4) Upon receipt from Customer of all credit information provided pursuant to applicable NAESB WGQ standards, Clear Creek shall notify Customer's authorized representative(s) that it has received such information. Clear Creek and Customer may mutually agree to waive the requirements of this standard.
  - (5) Customer shall designate up to two representatives who are authorized to receive notices regarding Customer's creditworthiness, including requests for additional information, pursuant to the applicable NAESB WGQ Standards and should provide to Clear Creek the Internet e-mail addresses of such representatives prior to the initiation of service. Written requests and responses should be provided via Internet e-mail, unless otherwise agreed to by the parties. Clear Creek's obligation to provide creditworthiness notifications is waived until this requirement has been met. Customer shall manage internal distribution of creditworthiness notices received.  
  
Clear Creek shall designate, on its Internet web site or in written notices to Customer, the Internet e-mail addresses of up to two representatives who are authorized to receive notices regarding Customer's creditworthiness. Customer's obligation to provide confirmation of receipt shall be met by sending such confirmation to Clear Creek's representatives. Clear Creek shall manage internal distribution of confirmations received.
  - (6) At any time Customer is determined to be non-creditworthy by Clear Creek, the Customer may initiate a creditworthiness re-evaluation by Clear Creek. As part of Customer's re-evaluation request, Customer shall either update or confirm in writing the prior information provided to Clear Creek related to Customer's creditworthiness. This update should include any event(s) that the Customer believes could lead to a material change in the Customer's creditworthiness.
  - (7) Upon Clear Creek's receipt of a Customer's request for creditworthiness re-evaluation, including all required information pursuant to NAESB WGQ Standard 0.3.8, within five (5) Business Days, Clear Creek shall provide a written response to the Customer's request. This response shall include either a determination of creditworthiness status, clearly stating the reason(s) for Clear Creek's decision, or an explanation supporting a future date by which a re-evaluation determination will be made. In no event shall such

re-evaluation determination exceed twenty (20) Business Days from the date of the receipt of Customer's request unless specified in Clear Creek's tariff or if the parties mutually agree to some later date.

- (8) In complying with the creditworthiness related notifications pursuant to the applicable NAESB WGQ standards, Customer and Clear Creek may mutually agree to other forms of communication in lieu of Internet e-mail notification.

8. PRIORITY AND CURTAILMENT OF SERVICE

8.1 Customers shall be entitled to receive service according to the priority set out below:

- (1) All firm Storage Service.
- (2) All interruptible Storage Service by rate paid from highest to lowest. Where two or more Customers are paying the same rate, available capacity will be awarded pro rata based on each Customers daily nomination.
- (3) Authorized overrun storage under Rate Schedule FS.

8.2 If, due to any cause whatsoever, Clear Creek does not have sufficient capacity to provide service to its storage Customers, curtailment or interruptions will be instituted in reverse order of the priority of service set out in this section. Clear Creek will provide as much advance notice of any curtailment or interruption as is practicable under the circumstances. Clear Creeks notice shall be provided through the affected Customers choice of notice, including electronic notice delivery according to Section 2.6 of these General Terms and Conditions and shall state the reduced quantities of Gas that may be stored and the estimated duration of the curtailment or interruption.

If curtailment or interruption is required, Clear Creek and Customer shall cooperate to the extent possible in making adjustments to receipts or deliveries of stored Gas to minimize injury to any property or facility.

Nothing in this section shall limit Clear Creeks right to curtail or interrupt Storage Service on any other reasonable basis (including pro rata curtailment or interruption within a class of service) in order to ensure system integrity or to reflect the operational characteristics of the Clear Creek storage field.

8.3 Clear Creek shall not be liable for loss or damage caused by any curtailment or interruption of service according to Clear Creeks procedures, except to the extent caused by Clear Creeks gross negligence, misfeasance or willful misconduct. In no event shall Clear Creek be liable for incidental or consequential damages of any kind.

9. TITLE AND RESPONSIBILITY OF GAS AND RESPONSIBILITY OF ASSOCIATED.  
TRANSPORTATION

- 9.1 Customer must, and warrants by delivering gas to Clear Creek that it does, hold good title to the Gas at the time Gas is delivered to Clear Creek. The Gas delivered by Customer must be free and clear of all liens, encumbrances and claims. Customer agrees to indemnify Clear Creek and hold it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from any adverse claims of any person to the Gas or to royalties, taxes, license fees, or charges that are applicable to the Gas or delivery of the Gas. Customer agrees to indemnify Clear Creek and hold it harmless from all taxes or assessments that may be levied and assessed upon the delivery and that are by law payable by the party making delivery.
- 9.2 The transportation to and from the Point of Receipt or Delivery of quantities of Gas to be stored by Clear Creek is solely the Customers responsibility.

## 10. NOMINATIONS, SCHEDULING AND ALLOCATIONS

- 10.1 Nominations. Clear Creek will accept nominations for Storage Service as provided herein. A valid nomination is a data set which contains, at a minimum, the mandatory data elements included in the NAESB Standards related to nominations, and any additional data elements required by Clear Creek. All standard and intraday nominations for service shall be made via EDM as approved by the Commission. Clear Creek shall also accept written nominations via mail, fax, courier service or personal delivery. Clear Creek will support the receipt of nominations, via the methods identified above, and EDM in a manner designed to enable Customers to submit nominations seven Days a week, twenty-four hours a Day. It is recognized that the success of a seven-days-a-week, twenty-four-hours-a-day nomination process is dependent on the availability of affected parties scheduling personnel on a similar basis. Party contacts need not be at their ordinary work sites, but shall be available by telephone or pager. Customers may tender nominations via facsimile transmission during electronic down times.

Each nomination shall indicate whether it is being submitted as a standard or intraday nomination. The standard quantity for nominations, confirmations and scheduling is Decatherms per Gas Day in the United States, Gigajoules per Gas Day in Canada and Gigacalories per Gas Day in Mexico. (For reference, 1 Decatherm = 1,000,000 Btus; 1 Gigajoule = 1,000,000,000 joules; and 1 Gigacalorie = 1,000,000,000 calories.) For commercial purposes the standard conversion factor between Decatherms and Gigajoules shall be 1.055056 Gigajoules per Decatherm and between Decatherms and Gigacalories is 0.251996 Gigacalories per Decatherm. The standard Btu is the International Btu, which is also called the Btu(IT); the standard joule is the joule specified in the SI system of units.

Customer may use an agent to provide all or a portion of its nomination data, provided that Clear Creek is so advised in advance in writing. A Customer that uses an agent for such nomination purposes shall hold Clear Creek harmless for all actions or inactions of its agent. A Replacement Customer may submit a nomination at the earliest available nomination opportunity, whether standard or intraday, after the acquisition of capacity.

- 10.2 Standard Nominations. A standard nomination is a nomination for Storage Service for any Day. The standard nomination shall include a begin date and end date, which must be within the term of the Customer's Service Agreement. When a nomination for a date range is received, each Day within that range of dates is considered an original nomination. Subsequent nominations for one or more Days within the date range supersede only the Days specified. The Days outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only.

Clear Creek shall process all new or revised nominations that are submitted by 11:30 a.m. Central Clock Time (10:30 a.m. Mountain Time) and received by 11:45 a.m. Central Clock Time (10:45 a.m. Mountain Time) on the Day before the applicable service Day. Customer may nominate zero for a daily quantity, but in the event Customer nominates a daily quantity in excess of zero, the daily receipt quantity may not be less than 5,000 Dth. A Customer's daily delivery nomination shall be restricted only by existing operational conditions and the terms of the Customer's Service Agreement. Customer shall also inform Clear Creek in advance of each Month of the desired order of priority of receipts and deliveries under each Agreement. Clear Creek may rely upon that information, or in the absence of such information, upon Clear Creek's judgment, if allocation under the Customer's Agreement is required.

- 10.3 Standard Nominations Time Table. Clear Creek shall support the following standard nomination cycles: (NOTE: All times are listed as Central Clock Time; Clear Creek is located in the Mountain Time Zone, which is one hour earlier than all Central Clock times listed below.)

(a) The Timely Nomination Cycle

On the day prior to gas flow:

- 1:00 p.m. Nominations leave control of the Customer;
- 1:15 p.m. Nominations are received by Clear Creek (including from Title Transfer Tracking Service Providers (TTTSPs));
- 1:30 p.m. Clear Creek sends the Quick Response to the SR;
- 4:30 p.m. Clear Creek receives completed confirmations from Confirming Parties;
- 5:00 p.m. Customer and Point Operator receive scheduled quantities from Clear Creek.

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

(b) The Evening Nomination Cycle

On the day prior to gas flow:

- 6:00 p.m. Nominations leave control of the Customer;
- 6:15 p.m. Nominations are received by Clear Creek (including from TTTSPs);
- 6:30 p.m. Clear Creek sends the Quick Response to the Customer;
- 8:30 p.m. Clear Creek receives completed confirmations from Confirming Parties;
- 9:00 p.m. Clear Creek provides scheduled quantities to the affected Customer and Point Operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Evening Nominations should be effective at the start of the next Gas Day.

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

- (c) For purposes of 10.3(1)(b), the word "provides" shall mean, for transmittals pursuant to NAESB WGQ Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

At the end of each Business Day, Clear Creek shall provide the final scheduled quantities for the just completed Gas Day. With respect to the implementation of this process via the 1.4.x scheduled quantity related standards, Clear Creek should send an end-of-gas-day Scheduled Quantity document. Receivers of the end-of-gas-day Scheduled Quantity document can waive Clear Creek's sending of the end-of-gas-day Scheduled Quantity document.

Clear Creek, as receiver of nominations, initiates confirmation with the caveat that the receiver of the confirmation may relieve Clear Creek of the obligation to send. The sending party will adhere to nomination, confirmation and scheduling deadlines. The party receiving the communication shall have the right to waive any deadline, on a non-discriminatory basis. The lesser-of rule (confirmed or nominated flow) applies when confirming. If no communication is received, the lesser of the new nomination or previously scheduled quantity applies.

10.4 Other Nominations. Clear Creek may, at its option, accept nominations which are not timely as

described above. In that event, Clear Creek shall not be required to comply with the standard nomination time line set out above.

10.5 Intraday Nominations. Any nomination submitted after the standard nomination deadline, by eligible Customers, shall be an intraday nomination. Intraday nominations can be used to request increases or decreases in total flow, changes to receipt points, or changes to delivery points of scheduled gas. An intraday nomination shall be effective for one Day only. Intraday nominations may be used to nominate new supply or market. The nomination process set forth in Section 10.1 shall apply to the intraday nominations. An intraday quantity shall be a revised daily quantity.

(1) Timetables for Intraday Nominations shall be at the following Central Clock Times:

(a) The Intraday 1 Nomination Cycle

On the current Gas Day:

- 10:00 a.m. Nominations leave control of the Customer;
- 10:15 a.m. Nominations are received by Clear Creek (including from TTTSPs);
- 10:30 a.m. Clear Creek sends the Quick Response to the ;
- 12:30 p.m. Clear Creek receives completed confirmations from Confirming Parties;
- 1:00 p.m. Clear Creek provides scheduled quantities to the affected Customer and Point Operator, including bumped parties (notice to bumped parties).

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

(b) The Intraday 2 Nomination Cycle

On the current Gas Day:

- 2:30 p.m. Nominations leave control of the Customer;
- 2:45 p.m. Nominations are received by Clear Creek (including from TTTSPs);
- 3:00 p.m. Clear Creek sends the Quick Response to the Customer;
- 5:00 p.m. Clear Creek receives completed confirmations from Confirming Parties;
- 5:30 p.m. Clear Creek provides scheduled quantities to the affected Customer and Point Operator, including bumped parties (notice to bumped parties).

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

(c) The Intraday 3 Nomination Cycle

On the current Gas Day:

- 7:00 p.m. Nominations leave control of the Customer;
- 7:15 p.m. Nominations are received by Clear Creek (including from TTTSPs);
- 7:30 p.m. Clear Creek sends the Quick Response to the Customer;
- 9:30 p.m. Clear Creek receives completed confirmations from Confirming Parties;
- 10:00 p.m. Clear Creek provides scheduled quantities to the affected Customer and Point Operator.

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

- (d) For purposes of 10.5(1) (a), (b) and (c), the word “provides” shall mean, for transmittals pursuant to NAESB WGQ Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.
- (2) An intraday nomination is subject to Operator confirmation and Clear Creek's operating conditions. If Operator confirmation is not received, the intraday nomination will not be accepted. Clear Creek will not accept a reduced intraday nomination for any quantity deemed already delivered based on an average hourly flow.
- (3) Notice of any nomination changes to a Customer, or Customer's agent, shall be provided by Clear Creek through the affected Customer's choice of notice, including electronic notice delivery according to Section 2.6 of these General Terms and Conditions. If a Customer so elects, a Customer may provide a telephone number to Clear Creek and Clear Creek will contact Customer at the provided telephone number to alert Customer that a change has been made.

#### 10.6 Intraday Nomination Requirements.

- (1) As required by 18 C.F.R. Section 284.10(c)(1)(i)(A), Clear Creek shall (a) give scheduling priority to any intraday nomination submitted by a firm Customer over nominated and scheduled volumes for interruptible shippers; (b) provide the interruptible Customer with advance notice of any reduction in its scheduled volumes resulting from an intraday nomination by a firm Customer and (c) notify the interruptible Customer whether penalties will apply. Penalties will not apply on the Day a Customer's scheduled quantities are reduced.
- (2) Clear Creek shall provide notice of bumping to an interruptible Customer through the affected Customer's choice of notice, i.e., by telephone, FAX, via the Internet web site or through electronic notice delivery according to Section 2.6 of these General Terms and Conditions and in the same manner it provides notice of Operational Flow Orders as provided by Section 22 of these General Terms and Conditions.
- (3) In accordance with 18 C.F.R. Section 284.10(c)(1)(i)(B), an intraday nomination submitted on the Day prior to Gas flow will take effect at the start of the Gas Day at 9:00 a.m. Central Clock time.

#### 10.7 Unconfirmed Nominations. Unconfirmed nomination procedures shall conform to NAESB Standard 1.3.22(i)-(iv) as follows:

- (1) With respect to the timely nomination/confirmation process at a receipt or delivery point, in the absence of an Agreement to the contrary, the lesser of the confirmation quantities should 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.
- (2) 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 should be the new confirmed quantity. If there is no response to a request for confirmation or an unsolicited confirmation response, the scheduled quantity for the previous intraday nomination cycle shall be the new confirmed quantity.
- (3) 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 should 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 greater of the confirmation quantity or the elapsed-prorated-scheduled quantity shall be the new confirmed quantity.
- (4) With respect to Section 10.7 (1), (2) and (3) above, if there is no response to a request for confirmation or an unsolicited confirmation response, Clear Creek shall provide the Customer with the following information to explain why the nomination failed, as applicable:
  - (a) Clear Creek did not conduct the confirmation;
  - (b) Customer is told by Clear Creek that the upstream confirming party did not conduct the confirmation;
  - (c) Customer is told by Clear Creek that the upstream Customer did not have the Gas or submit the nomination;
  - (d) Customer is told by Clear Creek that the downstream confirming party did not conduct the confirmation;
  - (e) Customer is told by Clear Creek that the downstream Customer did not have the market or submit the nomination.

This information shall be imparted to the Customer on the scheduled quantity document.

10.8 Scheduling of Storage and Allocation of Service. For each Day, Clear Creek will schedule receipts and deliveries of Gas on the basis of (1) storage nominations made by Customers, which Clear Creek is hereby authorized to rely upon in its scheduling; (2) storage capacity available on Clear Creek's system; and (3) overall operating conditions. If, on any Day, Clear Creek determines that the capacity on its system is insufficient to serve all storage nominations scheduled for such Day, or to accept the quantities of Gas tendered, capacity shall be allocated to provide service in the following order:

- (1) In scheduling deliveries of firm storage nominations on any Day when capacity is constrained, Clear Creek shall allocate service on a pro rata basis to those Customers nominating volumes on such Day, based on each Customer's contracted daily receipt or delivery volumes, compared to the contracted daily receipt or delivery volumes of all other Customers nominating volumes on such Day.

- (2) In scheduling deliveries of nominated quantities for interruptible Storage Service hereunder, after providing for firm Storage Service, Clear Creek shall utilize the priorities established in Section 8 of these General Terms and Conditions.
- 10.9 Delivery of Gas. Clear Creek, subject to other provisions of this tariff, shall make daily delivery, to the extent practicable, of Equivalent Quantities of Gas at the point of receipt and delivery.
- 10.10 Hourly Variation. Injections and withdrawals shall be made at uniform hourly rates to the extent practicable.
- 10.11 Limitation on Obligation. If the quantities of Gas received from Customer(s) by Clear Creek at the point of receipt exceed the maximum daily receipt quantity, plus applicable fuel, Clear Creek shall notify Customer(s) within a reasonable time after such discrepancy becomes known. Customer(s) shall be required to immediately reduce deliveries to Clear Creek. In the event the excess delivery would jeopardize the safety of Clear Creek's operations and/or its ability to meet its contract commitments to others, such decision being solely within the judgment and discretion of Clear Creek, Clear Creek shall have the right to refuse to accept, without any liability to Customer(s), or any other person, all or any part of said excess delivery as Clear Creek deems necessary, and shall notify Customer(s) accordingly.
- 10.12 Receipt and Delivery of Gas. Clear Creek may not be required to operate its storage facilities outside of the operating parameters stipulated in the applicable certificate authorization. Receipt and delivery of Gas at Clear Creek shall be at the times and in the amounts deemed achievable by Clear Creek. Clear Creek shall not be obligated to take any action related to receipt and delivery of Working Gas that, in Clear Creek's judgment, creates a risk of increasing the quantity of Non-Recoverable Working Gas. In addition, Clear Creek shall not be obligated to take any action which, in Clear Creek's judgment, creates a risk of damage to the storage formation or other facilities used to receive or deliver Gas at Clear Creek.

11. RECOVERABLE AND NON-RECOVERABLE WORKING GAS

11.1 Recoverable Working Gas.

- (1) Clear Creek shall estimate annually the Recoverable Working Gas for each Customer at Clear Creek and shall update its estimate of each Customers Working Gas as deemed necessary by Clear Creek. Clear Creeks most recent estimate of Recoverable Working Gas shall be utilized for the purpose of allocating delivery capacity among its Customers. Clear Creeks estimates of Recoverable Working Gas shall be used solely for the purpose of allocating and limiting deliveries of Working Gas on a day-to-day basis. The estimates shall not create any obligation on the part of Clear Creek other than that related to the allocation of daily delivery allocations and shall not relieve Customer of its obligations under this section.
- (2) If a Customers cumulative deliveries of Gas at Clear Creek during any given year equal or exceed Clear Creeks most recent estimate of that Customers Recoverable Working Gas remaining in the storage reservoir, Clear Creek shall not be required to accept nominations from that shipper for additional deliveries of Gas.
- (3) Clear Creek shall not be obligated to compensate Customer for any benefit obtained by any other Customer receiving Storage Service during any year and shall incur no liability whatsoever.

11.2 Non-Recoverable Working Gas.

- (1) Due to the operating conditions at Clear Creek, a portion of each Customers Working Gas may become permanently non-recoverable. Except as provided for in Section 20, Clear Creek shall not be responsible for, nor compensate a Customer for, Non-Recoverable Working Gas.
- (2) Clear Creek will determine each year, according to its normal operating practices and procedures, the quantity of Working Gas in Clear Creek that became non-recoverable during the previous year. The Non-Recoverable Working Gas shall be allocated to each Customer that utilized the reservoir during the previous year, based on the ratio of each Customers gross Working Gas in the reservoir during that year to the sum of the gross Working Gas of all Customers that utilized the reservoir during the same year.
- (3) Upon making the determination described above, Clear Creek shall inform all Customers of the resulting determination. If any Customers actual Working Gas deliveries from Clear Creek are found to exceed the difference between the Customers gross Working Gas and the Customers allocated share of the Non-Recoverable Working Gas in Clear Creek during the previous year, the Customer shall be solely responsible for reconciling the imbalance with all other Customers that utilized Clear Creek during the previous year.

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## 12. QUALITY

- 12.1 The Gas received from and delivered to Customer by Clear Creek shall conform to the following specifications:
- (1) Heat content. The Gas delivered at points of receipt and delivery shall contain a gross heating value of not less than 950 Btu per cubic foot nor more than 1150 Btu per cubic foot. Clear Creek shall have the right to waive such Btu content limits if, in its sole opinion, Clear Creek is able to accept Gas with a Btu content outside such limits without affecting its operation.
  - (2) Hydrogen Sulfide. The Gas shall not contain more than 1/4 grain of hydrogen sulfide per 100 cubic feet.
  - (3) Inert Substances. The Gas shall not contain inert substances in excess of three percent by volume.
  - (4) Liquids. The Gas shall not contain any hydrocarbon fractions that might condense to free liquid in the line under normal pipeline operating conditions.
  - (5) Merchantability. The Gas shall be commercially free from dust, gums, gum-forming constituents, dirt, impurities or other solid or liquid matter that might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters and other equipment of Clear Creek. The Gas shall also be free of all matter that is deemed hazardous or toxic and is subject to regulation by the Environmental Protection Agency or any state agency having similar jurisdiction or authority.
  - (6) Oxygen. The Gas shall not have an oxygen content in excess of 10 parts per million by volume and the parties shall make every reasonable effort to keep the Gas free of oxygen.
  - (7) Temperature. The Gas shall be delivered at a temperature not in excess of 120 degrees Fahrenheit or less than 35 degrees Fahrenheit
  - (8) Total Sulfur. The Gas shall not contain more than 5 grains of total sulfur per Mcf, of which not more than 2 grains shall be mercaptan sulfur.
  - (9) Water Vapor. The Gas shall not contain in excess of 5 pounds of water per million cubic feet.
- 12.2 If any Gas tendered for receipt by Clear Creek fails at any time to conform to any of these quality specifications, Clear Creek may, without liability therefore whatsoever, refuse to accept receipt of any Gas until Customer demonstrates that the Gas meets the quality specifications. Clear Creeks refusal to accept non-specification Gas does not relieve Customer of any of its obligations under this tariff. Clear Creek will notify Customer when its Gas does not conform to specification stated herein.
- 12.3 Clear Creek shall not be required to receive Gas for Customers account that does not conform to these quality specifications. Customer shall indemnify Clear Creek and hold it harmless from all suits, actions, regulatory proceedings, damages, costs, losses and expenses (including reasonable attorney fees) arising out of the failure of the Gas tendered by Customer to conform to such quality specifications, including any injury or damage done to Clear Creeks facilities.
- 12.4 Clear Creek shall not be required to accept any Gas of a quality which, in Clear Creek's judgment, would impair its ability to deliver to or receive Gas from any interconnecting pipeline.

- 12.5 Clear Creek may elect to accept off-specification Gas in quantities and during periods that Clear Creek determines will not adversely affect or hamper its ability to provide service under this tariff. Acceptance of Gas that does not conform to these specifications is at the election of Clear Creek and does not constitute any waiver of Clear Creeks right to refuse to accept similarly nonconforming Gas.
- 12.6 It is recognized that Gas delivered to Clear Creek by Customer will be commingled with other Gas stored hereunder by Clear Creek. Accordingly, Customers Gas shall be subject to changes in heat content as may result from such commingling. Clear Creek shall, notwithstanding any other provisions herein, be under no obligation to withdraw for Customers account, Gas of a heat content identical to that delivered by Customer to Clear Creek.

13. PRESSURES AT POINTS OF RECEIPT AND DELIVERY

Customer shall deliver its Gas at the point of receipt and delivery at a pressure sufficient to allow the Gas to enter Clear Creeks system at the varying pressures that may exist in the system, from time to time. The pressure of the Gas delivered to Clear Creek by Customer shall not exceed the maximum allowable operating pressure (MAOP) specified by Clear Creek for the Point of Receipt or Delivery. If the MAOP of Clear Creeks system is increased or decreased at the Point of Receipt or Delivery, then the MAOP of the Gas delivered by Customer to Clear Creek at the Point of Receipt or Delivery shall be correspondingly increased or decreased upon notification to Customer by Clear Creek.

Clear Creek shall tender Gas to or for the account of Customer at the Point of Receipt or Delivery at Clear Creeks prevailing line pressure as such may vary from time to time.

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## 14. MEASUREMENT AND MEASUREMENT EQUIPMENT

14.1 The volume of Gas delivered to Clear Creek or redelivered to or for the account of Customer shall be measured by:

- (1) An orifice meter, designed, installed maintained and operated as recommended in the latest issue of American National Standard ANSI/API 2530 (American Gas Association Gas Measurement Report No. 3), entitled "Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids," as such publication may be revised from time to time (hereinafter referred to as AGA Report No. 3); or
- (2) A turbine meter designed, installed, maintained and operated as recommended in the latest issue of American Gas Association Transmission Measurement Committee Report No. 7 entitled "Measurement of Fuel Gas by Turbine Meters," as such publication may be revised from time to time (hereinafter referred to as AGA Report No. 7); or
- (3) A positive displacement meter, installed and operated in accordance with generally accepted industry practices.

Auxiliary measuring equipment shall be installed, maintained and operated in accordance with generally accepted industry practices.

14.2 The volume of Gas delivered to Clear Creek, or redelivered to or for the account of Customer, shall be calculated by means of either an electronic flow computer, or by the processing of meter charts, in either case in the following manner:

- (1) When the measuring equipment is an orifice meter, the flow of Gas through the meter shall be computed in the manner recommended in AGA Report No. 3, properly using all factors set forth therein.
- (2) When the measuring equipment is a turbine meter, the volume of Gas delivered through the meter shall be computed in the manner recommended in AGA Report No. 7, properly using all factors set forth therein.
- (3) When the measuring equipment is a positive displacement meter, the volume of Gas delivered through the meter shall be computed by properly applying, to the volume delivered at flowing Gas pressures and temperatures, correction factors for (i) absolute static pressure, (ii) flowing Gas temperature and (iii) compressibility ratio.

14.3 The volume of Gas injected or withdrawn hereunder shall be computed using the standards and factors determined as follows:

- (1) The unit of volume for the purpose of measurement shall be one thousand cubic feet of Gas at a temperature of 60 degrees Fahrenheit and a pressure of 14.73 psia and dry. (Standardize the reporting basis for Btu as 14.73 dry psia and 60 degrees F (101.325 kPa and 15 degrees C and dry). Standardize the reporting basis for gigacalorie as 1.035646 Kg/cm<sup>2</sup> and 15.6 degrees C and dry. Standardize the reporting basis for gas volumes as cubic foot at standard conditions of 14.73 psia, 60 degrees, F and dry. For gas volumes reported in cubic meters, the standard conditions are 101.325 kPa, 15 degrees C, and dry.) The Decatherm equivalent of such unit of volume shall be determined by multiplying each unit of volume by the total heating value per cubic foot of the Gas delivered hereunder (adjusted to a common temperature and pressure base) and by dividing the result by 1,000.

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- (2) The average absolute atmospheric (barometric) pressure at the Point of Receipt or Delivery shall be assumed to be equal to 14.4 pounds per square inch.
  - (3) The flowing temperature of the Gas shall be determined by means of an instrument of standard manufacture accepted in the industry for this purpose.
  - (4) The supercompressibility factor used in computing the volume of Gas delivered through an orifice meter shall be determined in a manner which yields results consistent with the results produced by the procedures presented in the American Gas Association Transmission Measurement Committee Report No. 8 entitled "Compressibility and Supercompressibility for Natural Gas and Other Hydrocarbon Gases."
- 14.4 The specific gravity of the Gas used in computing the volume of Gas delivered through a meter shall be determined by one of the following methods:
- (1) At intervals of not more than six Months, by means of an instrument of standard manufacture accepted in the industry for this purpose using a sample of Gas from the Gas stream at the point of receipt and delivery.
  - (2) By means of an instrument of standard manufacture accepted in the industry for this purpose installed at a point to measure the specific gravity of the Gas stream from which Gas is being delivered at the point of receipt and delivery.
- 14.5 The compressibility ratio factor(s) used in computing the volume of Gas delivered through a turbine meter or a positive displacement meter shall be determined by the equation  $s = (Fpv)^2$ , in which "Fpv" is the supercompressibility factor determined as described in Paragraph 14.3(4) above.
- 14.6 In determining the flowing temperature factor, supercompressibility factor and compressibility ratio factor(s) for use in computing the volume of Gas delivered through a meter, the flowing Gas temperature for only the period(s) of time that Gas was flowing through the meter shall be used.
- 14.7 All flow, measuring, testing and related equipment shall be of standard manufacture and type approved by Clear Creek. If applicable, Clear Creek or Customer may install check measuring equipment, provided that installation of such equipment does not interfere with the operations of the Operator. Clear Creek, or Customer, in the presence of the other party, shall have access to measuring equipment at all reasonable times, but the reading, calibrating and adjusting thereof and the changing of charts, if any, shall be done by the Operator. Clear Creek or Customer shall have the right to be present at the time of the installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done by the Operator of the measuring equipment. The records from the measuring equipment shall remain the property of the Operator, but upon request, the other party may request records, including charts, if any, together with calculations therefrom for inspection, subject to return within 30 Days after receipt thereof.

Reasonable care shall be exercised in the installation, maintenance and operation of the measuring equipment to avoid any inaccuracy in the determination of the volume of Gas injected and withdrawn. The accuracy of all measuring equipment shall be verified by Operator at reasonable intervals, and if requested, in the presence of representatives of the other party. However, neither Clear Creek nor Customer shall be required to verify the accuracy of such equipment more frequently than once in any 90-Day period.

Any party desiring a special test of any measuring equipment will promptly notify the other party and the parties shall then cooperate to secure a prompt verification of the accuracy of such equipment. Transportation and related expenses involved in the testing of meters shall be borne by the requesting party.

14.8 For purposes of this sub section, Operator shall be the owner of the equipment referenced herein, the agent of such owner, or any other person as the parties may agree in writing.

- (1) If upon testing, Operators measuring equipment is found to be in error, such errors shall be taken into account in a practical manner in computing the deliveries. If the resultant aggregate error in the computed receipts or deliveries is not more than 0.5% for chromatograph or calorimeter and 2% for other measuring equipment, then previous receipts or deliveries shall be considered accurate. All equipment shall, in any case, be adjusted at the time of the test to record correctly.
- (2) If the resultant aggregate error in computing receipts or deliveries exceeds 0.5% for chromatograph or calorimeter and 2% for other measuring equipment, at a recording corresponding to the average hourly rate of Gas flow for the period since the last preceding test, the previous recordings of the equipment shall be corrected to zero error for any period which is known definitely or agreed upon. Such correction shall be for a period extending over one-half of the time elapsed since the date of the last test.

14.9 If any measuring equipment is out of service, or is found registering inaccurately and the error is not determinable by test, previous recordings of receipts or deliveries through the equipment shall be determined as follows:

- (1) By correcting the error if the percentage of error is ascertainable by calibration, special test, or mathematical calculation; or, in the absence of (1),
- (2) By using the registration of any check meter or meters if installed and accurately registering; or, in the absence of (1) and (2),
- (3) By estimating the quantity of Gas receipts or deliveries based on receipts or deliveries during the preceding periods under similar conditions when the meter was registering.

Measurement errors shall be processed within six Months of the production Month with a three-Month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties other statutory or contractual rights shall not otherwise be diminished by this standard.

14.10 If at any time a new method or technique is developed for Gas measurement or the determination of the factors used in the Gas measurement, Clear Creek may substitute the new method or technique upon notification to all parties.

14.11 The parties agree to preserve for a period of at least three years, or such longer period as may be required by public authority, all test data, charts, if any, and other similar records.

14.12 Gas quantities determined according to this section shall be used for billing, balancing and calculation of fuel use. Clear Creek shall use the best information available to close its allocation of quantities for each Month of service. The cutoff for the closing of measurement shall be five Business Days after the applicable service Month.

If adjustments are made after the date measurement is closed, the prior period adjustments (PPA) shall be administered under this section. PPA adjustments due to the correction of measurement data shall be processed within six Months of the applicable service Month. Any affected party that disputes the adjusted quantities may rebut the basis for the PPA; however, such rebuttal must occur within three Months of processing. Any time limits set forth in this section shall not apply in the case of deliberate omission or misrepresentation or mutual mistake or fact. Parties other statutory or contractual rights shall not be diminished by this standard.

15. FACILITIES

Unless otherwise agreed to by the parties, Clear Creek shall not be required to own, construct and install any facilities to perform the service requested by Customer. If Clear Creek agrees to own, construct and install facilities to perform the service requested by Customer, Customer shall reimburse Clear Creek for all costs associated therewith either on a lump sum or incremental fee basis, as agreed to by the parties.

Customers payment to Clear Creek shall include the full cost of the facility, the tax burden created by the payment, as well as the tax-on-tax effect generated by the payment. Reimbursement for federal income taxes on Customers payment will be computed by first determining the tax-on-tax effect, and then deducting the economic value of the future tax benefit provided by the future depreciation of plant involved in the payment.

The tax-on-tax effect will be determined by the product of (a) the dollar amount qualifying as a contribution in aid of construction under the Tax Reform Act of 1986 and (b) the "tax rate" divided by 1 minus the tax rate as demonstrated below:

$$\frac{\text{Tax Rate}}{1 - \text{Tax Rate}}$$

The economic value of the tax benefit provided by the future depreciation of plant shall be calculated by Clear Creek according to the economic value formula set out in Section 3 of these General Terms and Conditions. Customer shall have no ownership interest in the additional facilities installed by Clear Creek.

16. CUSHION GAS

Clear Creek shall, as it determines necessary, make periodic adjustments to its storage Cushion Gas inventory to support the levels of Storage Service for itself and other Customers.

17. FUEL REIMBURSEMENT

17.1 Categories of Fuel Usage. Two categories of fuel usage exist at Clear Creek: First, utility fuel that (a) is consumed to generate heat and electricity, (b) includes any lost-or-accounted-for volumes and (c) does not vary with the level of receipts or deliveries; and second, compressor and dehydration fuel that is consumed in direct proportion to the level of receipts and deliveries.

17.2 Utility Fuel. Customer must reimburse Clear Creek in kind for its proportionate share of utility fuel usage each month at Clear Creek as follows:

Customers utility fuel responsibility =  $(X/Y) * U$

X = Customers gross Working Gas.

Y = The sum of all Customers gross Working Gas.

U = Utility fuel for each month utilized at Clear Creek.

\* = Multiplication operator.

17.3 Compressor and Dehydration Fuel. Customer shall reimburse Clear Creek in kind for its proportionate share of compressor and dehydration fuel each month as follows:

Customers compressor and dehydration fuel responsibility =  $(A/B) * C$

A = Customers receipt and delivery quantities for each month.

B = The sum of all Customers receipt and delivery quantities for each month.

C = Compressor and dehydration fuel for each month.

\* = Multiplication operator.

18. BILLING AND PAYMENT

- 18.1 Billing. (For purposes of this Section, "render" shall mean (a) postmarked or (b) time-stamped and electronically transmitted via EDM to the designated site, whichever is applicable.) On or before the ninth Business Day of each Month, Clear Creek shall render an invoice to Customer setting forth the amount due for Storage and Sales Service received during the preceding Month under the applicable rate schedule. Clear Creeks invoice shall be based on actuals (if available) or best available data. Quantities at points where OBAs exist shall be invoiced based on scheduled quantities. Any necessary adjustment shall be made in later billings for differences between the estimated and actual quantities. Clear Creeks invoice shall include credits for capacity released according to Section 4.13 of these General Terms and Conditions.
- 18.2 Access to Billing Date. When information necessary for invoicing purposes is in the control of Customer, Customer shall furnish such information to Clear Creek on or before the third Business Day of the Month. Both Clear Creek and Customer have the right to examine, at reasonable times, books, records and charts of the other as necessary to verify the accuracy of any invoice, charge or computation made under or pursuant to any of the provisions of such statement.
- 18.3 Payment. Customer shall pay Clear Creek within ten Days of the date of the invoice rendered under this section. When such date does not fall upon a Business Day as defined in Section 1.4 of these General Terms and Conditions, payment shall be made the first Business Day following the due date. Unless otherwise agreed to by Clear Creek and its Customer, payments to Clear Creek shall be made in the form of Wire Transfer directed to a bank account designated by Clear Creek. Customer shall identify the invoice number specified by Clear Creek to which the payment relates. If Customer submits a payment that is different from the invoiced amount, remittance detail must be provided with the payment. When payment is made by electronic funds transfer (EFT), however, the remittance detail shall be due within two Business Days of the payment due date. Clear Creek shall apply the payment per supporting documentation provided by the Customer.
- 18.4 Late Payments. If Clear Creeks invoice is rendered after the ninth Business Day of the Month, the time of payment shall be extended accordingly unless Customer is responsible for such delay.
- (1) If Customer fails to make timely payment of any part of the amount of the bill, the unpaid amount shall be deemed late, and Clear Creek shall charge interest from the date payment is due until the actual date of receipt of payment. The interest shall be compounded quarterly until paid.
  - (2) Interest shall be calculated at the current rate prescribed by 18 C.F.R. Section 154.501(d).
  - (3) Clear Creek shall bill Customer for any interest due on its next invoice to Customer and Customer will pay the amount due according to this section. Clear Creek may waive the interest on a late payment made within five Days of the due date. If an uncontested bill remains unpaid for 30 Days or more after payment is due, Clear Creek, in addition to any other remedy it may have, may, after giving Customer 15-Days written notice, suspend further receipt and delivery of Gas for Customer until full payment for all service rendered to date is made.
- 18.5 Contested Bills. Any billing or invoice may be contested within 180 Days of its receipt by Customer. If an invoice is in dispute, the Customer shall pay the portion not in dispute and provide documentation identifying the basis for the dispute. Clear Creek shall have 90 Days to provide its rebuttal. This time limit shall not apply in cases of deliberate omission, misrepresentation or mutual mistake of fact.

If Customer (1) contests all or any part of a bill in good faith, (2) pays to Clear Creek the amounts it concedes to be correct, (3) provides documentation identifying the basis of the dispute and (4) within 30 Days of a demand made by Clear Creek, furnishes a surety bond guaranteeing payment in the amount of the disputed portion of the bill, then Clear Creek may not suspend further delivery of Gas unless default has occurred under the conditions of the bond. No payment by Customer of the amount of a disputed bill shall prejudice the right of Customer to claim an adjustment of the disputed bill. Customer shall pay interest on disputed portions of a bill for which Customer has withheld payment, and which ultimately are found due, according to the provisions of this tariff.

- 18.6 Adjustment of Invoicing Errors. If an error is found in the amount of any invoice, the error shall be adjusted within 30 Days of the determination that an adjustment is required, provided that the claim for adjustment shall have been made within 180 Days from the invoice date. If it is determined that Customer has been overcharged, and Customer has paid the invoice containing the overcharge, then, within 30 Days after final determination, Clear Creek shall refund the amount overcharged with interest. If it is determined that Customer has been undercharged, Customer shall pay the amount undercharged with interest calculated as prescribed by 18 C.F.R. Section 154.501(d) within 30 Days of notice by Clear Creek of the amount. If any portion of an invoice is in dispute, payment of the disputed portion shall not be deemed a waiver of the right to contest the disputed portion in any forum having jurisdiction.
- 18.7 Prior-Period Adjustments. The prior-period adjustment time limit shall be six Months from the date of the initial storage invoice with a three-Month rebuttal period, excluding government-required rate changes. This time limit shall not apply in cases of deliberate omission, misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

19. AFFILIATE RULE COMPLIANCE-ORDER NOS. 497 AND 566

19.1 Shared Operating Personnel and Facilities.

Clear Creek does not anticipate sharing personnel or facilities with a marketing affiliate under its new ownership.

19.2 Procedures Regarding Complaints. If a Customer has a complaint relating to service under this tariff, the Customer shall provide a description of the complaint, verbally or in writing, including the identification of the storage request, if applicable, and communicate it to:

Laura L. Luce  
Vice President  
Clear Creek Storage Company, L.L.C.  
3535 Sulphur Haul Rd  
Evantson, WY 82930  
Phone: (713) 205-0568  
[Laura.Luce@spireenergy.com](mailto:Laura.Luce@spireenergy.com)

- (1) The complaint must be specific to a particular event(s), i.e., allocation of capacity, pending requests, etc. If the complaint is vague and does not address a specific event(s), it will be returned to the complaining party who will be asked to provide further details.
- (2) Receipt of a complaint will be logged and the following information will be maintained: (1) name of party, (2) date complaint was received by Clear Creek, (3) Specific nature of the complaint, i.e., allocation of capacity, pending request, etc.
- (3) Clear Creek shall respond initially within forty-eight hours, or two Business Days, whichever is later, from the date Customers complaint is received.
- (4) The complaint will be forwarded to the appropriate party for further review/resolution. Each complaint shall be investigated and Clear Creek shall respond in writing within 30 Days of receipt of the partys complaint. The response shall indicate the validity of the complaint and what corrective action, if any, has been or shall be taken.
- (5) The complaint log will then be updated to reflect that the response has been provided.

19.3 Communication of Pricing and Capacity Information. Clear Creek will establish and shall maintain a contemporaneous information method to comply, to the extent practicable, with the Order No. 497 requirement of contemporaneous communication to all "potential shippers" of certain information provided to a marketing affiliate. This information may be accessed on Clear Creeks Internet web site.

19.4 Procedures to Eliminate Affiliate Advantage. Clear Creek shall implement, to the extent practicable, the following procedures to eliminate any advantages to its marketing affiliate:

- (1) Clear Creek shall contemporaneously post on its Internet web site all capacity and storage related information that it provides to its marketing affiliate.

- (2) Clear Creek shall identify all Storage Service Agreements with its marketing affiliate on its Internet web site. If Clear Creek offers a storage discount in a transaction in which an affiliated marketer is involved, it will offer comparable discounts contemporaneously to all similarly situated non-affiliated Customers. Clear Creek will post notice of any such transaction involving an affiliated marketer on its Internet web site within 24 hours of the time at which Gas first flows under the transaction with its affiliated marketer involved in the storage discount.

19.5 Standards of Conduct Applicable to Unbundled Sales Service.

- (a) To the maximum extent practicable, Clear Creek has organized its unbundled sales and transportation operating employees so that they function independently of each other.
- (b) Clear Creek will conduct its business to conform to the requirements set forth in 18 C.F.R. 284.8(b)(2) and 284.9(b)(2) with respect to the equality of service by not giving Customers of gas sold by Clear Creek any preference over Customers of gas sold by any other merchant in matters relating to part 284 transportation.
- (c) Clear Creek shall comply with 18 C.F.R. 161.3(a), (b), (d) and (k) and 18 C.F.R. 161.3 (c), (e), (f), (g) and (h) by considering its unbundled sales operating employee as an operational unit which is the functional equivalent of a marketing affiliate.
- (d) Clear Creek shall comply with 18 C.F.R. 250.16 by considering its unbundled sales operating employee as an operational unit which is the functional equivalent of a marketing affiliate.

20.     **LIABILITY**

Clear Creek shall only be liable for Gas losses or damages or injuries arising directly from the services provided by Clear Creek that are caused solely from Clear Creeks gross negligence or willful misconduct. Clear Creek shall not be liable for any loss, damage or injury due to force majeure, the exercise by Clear Creek of rights under this FERC Gas Tariff, the loss of Non-Recoverable Working Gas, Customer negligence, or actions taken by Clear Creek to minimize the damage to its facilities or to protect the operational integrity of its system or for losses that are covered under a Customers insurance policy. In no event shall Clear Creek be liable for any incidental or consequential damages of any kind.

21. FORCE MAJEURE

21.1 Definition. The term "force majeure" as used herein shall mean acts of God, including fires, explosions, earthquakes, lightning, landslides or volcanic eruptions, storms, floods, washouts and extreme cold or freezing weather; necessity for compliance with any court order, law, regulation or ordinance promulgated by any governmental authority having jurisdiction, either federal, state or local, civil or military; strikes, lockouts, or other civil or industrial disturbances; acts of the public enemy, wars, blockades, insurrections, riots; epidemics; arrests and restraints of the government, either federal or state, civil or military.

Relative to Clear Creeks service and solely to the operation of its system, force majeure shall also mean shutdowns for purposes of necessary repairs, relocation, or construction of facilities; breakage or accident to machinery, wells or lines of pipe or casings; testing (as required by governmental authority or as deemed necessary by Clear Creek for the safe operation of the underground storage reservoir and facilities required to perform the service hereunder), the necessity of making repairs or alterations to machinery or lines of pipe; failure of wells, surface equipment or pipe lines, well or line freeze ups; accidents, breakdowns, inability to obtain necessary materials, or supplies or permits, or labor or land rights to perform or comply with any obligation or condition of this tariff and any other causes, whether of the kind herein enumerated or otherwise, which are not reasonably in Clear Creeks control.

It is understood and agreed that the settlement of strikes or lockouts or controversies with landowners involving rights of way shall be entirely within Clear Creeks discretion and that the requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockout or controversies with landowners involving rights of way by acceding to the demands of the opposing party when, in the discretion of Clear Creek, this course is inadvisable.

21.2 Force Majeure. If by reason of force majeure any party is rendered unable, wholly or in part, to carry out its obligations under this tariff, other than the payment of charges for services rendered, it is agreed that upon either party giving notice to the other party, in writing, of full particulars of the force majeure, within a reasonable time after the occurrence of the cause relied upon, the party giving notice, so far as and to the extent that it is affected by the force majeure, shall not be liable in damages during the continuance of any inability so caused, but for no longer period. The cause shall, so far as possible, be remedied with all reasonable dispatch. Clear Creek shall not be liable in damages to Customer other than for acts of gross negligence or willful misconduct and then only where force majeure does not apply.

21.3 Limitations. Such force majeure affecting the performance hereunder by either Clear Creek or Customer shall not relieve either party of liability in the event of concurring negligence or in the event of failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch. Nor shall such causes or contingencies affecting such performance relieve Customer, in whole or in part, from its obligations to pay the Monthly charges provided for in Section 18 of these General Terms and Conditions.

22. OPERATIONAL FLOW ORDERS (OFO)

Clear creek will monitor storage activity on a continual basis to foresee and forewarn Customers, where possible, of conditions requiring an OFO including (i) physical inability to inject or withdraw gas due to operational constraints, (ii) force majeure as described in Section 21 of these General Terms and Conditions, (iii) unexpected operating conditions that endanger the integrity of the storage system.

Clear Creek may issue an OFO prohibiting or requiring receipt or delivery of Gas, if necessary, to protect the integrity of the reservoir, for testing, to ensure needed deliverability, to cure storage account imbalances or to deal with any operational difficulties. A Customer shall be afforded reasonable opportunity, consistent with existing operational conditions, to respond to Clear Creeks OFO.

If an OFO is required, Clear Creek shall issue an OFO to Customer as expeditiously as is reasonably practicable under the circumstances through the affected Customers choice of electronic notice delivery mechanism according to Section 2.6 of these General Terms and Conditions. Each OFO will contain the following information:

- (1) The time and date of issuance.
- (2) The party or parties receiving the OFO.
- (3) The nature of the problem to be addressed.
- (4) The action the customer is expected to take.
- (5) The time the OFO is considered to be effective and the time by which the Customer must comply with the OFO.
- (6) The duration of the OFO. If none is specified, the OFO will be effective until further notice.
- (7) The quantity of Gas required to remedy the operational condition requiring the issuance of the OFO, if applicable.
- (8) Any other items Clear Creek may reasonably require to ensure the effectiveness of the OFO. The OFO will remain in effect until the operational condition requiring its issuance has been remedied. Clear Creek will provide the ongoing status and progress of resolution of the OFO on its Internet web site. After the occurrence of an OFO, Clear Creek will provide information to its Customers, via its Internet web site, regarding the factors causing the OFO to be issued and ultimately released.

Customer must notify Clear Creek of the name, telephone and Fax numbers of a person who will be available on a 24-hour basis to receive notice of the issuance of an OFO if that is the method of notice chosen by Customer. If Customers choice is electronic notice delivery, all information required by Section 2.6 of these General Terms and Conditions must be provided to Clear Creek.

23. GAS IN STORAGE AFTER TERMINATION OF AGREEMENT

If, upon termination of an Agreement under Rate Schedule FS, a Customer that has been provided reasonable opportunity, consistent with existing operational conditions at Clear Creek, fails to accept delivery of its remaining working storage Gas by the time specified by Clear Creek, then, at Clear Creek's option, and upon 48-hours notice, the Customer will be deemed to have agreed that (1) the remaining Working Gas will be stored under Rate Schedule IS or (2) Clear Creek, at its option, may retain any remaining quantities of working storage Gas, free and clear of any adverse claims. Clear Creek will notify Customer in writing, at the termination of the Agreement, of the quantity of Gas being held by Clear Creek for Customer's account and the options available if Customer fails to withdraw all of its working storage Gas by the time specified by Clear Creek.

If Clear Creek is unable to deliver Customer's properly nominated volumes, up to the Customer's Maximum Daily Delivery Quantity, on any Day prior to the termination of the Agreement, the term of the Agreement shall be extended by the number of Days Clear Creek is unable to tender quantities of Gas for redelivery.

24. COMPLIANCE WITH NORTH AMERICAN ENERGY STANDARDS BOARD (NAESB)

Compliance with 18 C.F.R., Section 284.12

Clear Creek has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 3.0, and the standards revised by Minor Corrections MC15003, MC15004, MC15005, MC15009 and MC15012 all marked with an asterisk [\*], which are required by the Commission in 18 C.F.R. Section 284.12(a), as indicated below. Standards without accompanying identification or notations are incorporated by reference. Standards that are not incorporated by reference are identified along with the tariff record in which they are located. Standards for which waivers or extensions of time have been granted are also identified.

**Standards not Incorporated by Reference and their Location in Tariff:**

| <u>NAESB Standard</u> | <u>Tariff record</u>   |
|-----------------------|--|
| 0.3.3                 | Creditworthiness, GT&C 7.6                                   |
| 0.3.4                 | Creditworthiness, GT&C 7.6                                   |
| 0.3.5                 | Creditworthiness, GT&C 7.6                                   |
| 0.3.6                 | Creditworthiness, GT&C 7.6                                   |
| 0.3.7                 | Creditworthiness, GT&C 7.6                                   |
| 0.3.8                 | Creditworthiness, GT&C 7.6                                   |
| 0.3.9                 | Creditworthiness, GT&C 7.6                                   |
| 0.3.10                | Creditworthiness, GT&C 7.6                                   |
| 1.2.6                 | Definitions (Operational Flow Order), GT&C 1.20              |
| 1.3.1*                | Definitions (Gas Day), GT&C 1.9                              |
| 1.3.2                 | Nominations, Scheduling and Allocations, GT&C 10.3 & 10.5    |
| 1.3.11*               | Nominations, Scheduling and Allocations, GT&C 10.5           |
| 1.3.21                | Nominations, Scheduling and Allocations, GT&C 10.3           |
| 1.3.22                | Nominations, Scheduling and Allocations, GT&C 10.7           |
| 1.3.33*               | Nominations, Scheduling and Allocations, GT&C 10.5           |
| 2.3.9                 | Measurement and Measurement Equipment, GT&C 14.3             |
| 3.2.1                 | Definitions (Business Day), GT&C 1.4                         |
| 3.3.9                 | Billing and Payment, GT&C 18.1                               |
| 3.3.19                | Billing and Payment, GT&C 18.5                               |
| 5.2.1                 | Internet World Wide Web/Electronic Notice Delivery, GT&C 2.3 |
| 5.3.2                 | Capacity Release and Reassignment, GT&C 4.5                  |
| 5.3.16                | Capacity Release and Reassignment, GT&C 4.4                  |
| 5.3.25                | Capacity Release and Reassignment, GT&C 4.10(4)              |
| 5.3.44                | Capacity Release and Reassignment, GT&C 4.13                 |
| 5.3.45                | Capacity Release and Reassignment, GT&C 4.13                 |
| 5.3.50                | Capacity Release and Reassignment, GT&C 4.13                 |
| 5.3.55                | Capacity Release and Reassignment, GT&C 4.13                 |
| 5.3.57                | Capacity Release and Reassignment, GT&C 4.13                 |
| 5.3.59                | Capacity Release and Reassignment, GT&C 4.2                  |
| 5.3.60                | Capacity Release and Reassignment, GT&C 4.15                 |

**Standards Incorporated by Reference:**

**Additional Standards:**

**General:**

Principles:

0.1.1, 0.1.2, 0.1.3

Standards:

0.3.1, 0.3.2, 0.3.16, 0.3.17

**Gas/Electric Operational Communications:**

Definitions:

0.2.1, 0.2.2, 0.2.3, 0.2.4, 0.2.5

Standards:

0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

**Operating Capacity and Unsubscribed:**

Standards:

0.3.18, 0.3.20, 0.3.21, 0.3.22

Datasets:

0.4.2\*, 0.4.3

**Location Data Download:**

Standards:

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

Dataset:

0.4.4\*

**Storage Information:**

Dataset:

0.4.1\*

**Nominations Related Standards:**

Principles:

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

Definitions:

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

Standards:

1.3.3, 1.3.4, 1.3.5\*, 1.3.6, 1.3.7, 1.3.8\*, 1.3.9\*, 1.3.13, 1.3.14, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.19, 1.3.20, 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.48, 1.3.51, 1.3.53, 1.3.55, 1.3.56, 1.3.58, 1.3.62, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.3.80, 1.3.81

Datasets:

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

**Flowing Gas Related Standards:**

Principles:

2.1.1, 2.1.2, 2.1.3, 2.1.4, 2.1.5, 2.1.6

Definitions:

2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5

Standards:

2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.10, 2.3.11, 2.3.12, 2.3.13, 2.3.14, 2.3.15, 2.3.16, 2.3.17, 2.3.18, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.26, 2.3.27, 2.3.28, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.40, 2.3.41, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.3.66

Datasets:

2.4.1\*, 2.4.2, 2.4.3\*, 2.4.4\*, 2.4.5\*, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.17, 2.4.18

**Invoicing Related Standards:**

Principles:

3.1.1, 3.1.2

Standards:

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, 3.3.17, 3.3.18, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26

Datasets:

3.4.1\*, 3.4.2, 3.4.3, 3.4.4

**Quadrant Electronic Delivery Mechanism Related Standards:**

Principles:

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

Definitions:

4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20

Standards:

4.3.1, 4.3.2, 4.3.3, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.57, 4.3.58, 4.3.60, 4.3.61, 4.3.62, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.75, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92, 4.3.93, 4.3.94, 4.3.95, 4.3.96, 4.3.97, 4.3.98, 4.3.99, 4.3.100, 4.3.101, 4.3.102, 4.3.103, 4.3.104, 4.3.105

**Capacity Release Related Standards:**

Principles:

5.1.1, 5.1.2, 5.1.3, 5.1.4

Definitions:

5.2.2, 5.2.3, 5.2.4, 5.2.5

Standards:

5.3.1, 5.3.3, 5.3.4, 5.3.5, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.13, 5.3.14, 5.3.15, 5.3.18, 5.3.19, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.24, 5.3.26, 5.3.28, 5.3.29, 5.3.31, 5.3.32, 5.3.33, 5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.51, 5.3.52, 5.3.53, 5.3.54, 5.3.56\*, 5.3.58, 5.3.62, 5.3.62a, 5.3.63, 5.3.64, 5.3.65, 5.3.66, 5.3.67, 5.3.68, 5.3.69, 5.3.70, 5.3.71, 5.3.72, 5.3.73

Datasets:

5.4.14, 5.4.15, 5.4.16\*, 5.4.17, 5.4.20\*, 5.4.21\*, 5.4.22\*, 5.4.23, 5.4.24\*, 5.4.25, 5.4.26\*, 5.4.27

**Internet Electronic Transport Related Standards:**

Principles:

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

Definitions:

10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38

Standards:

10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, 10.3.25, 10.3.26, 10.3.27

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

None.

25. FAILURE TO COMPLY WITH TERMS

Clear Creek shall not be required to perform Storage Service under any rate schedule in this tariff if a Customer fails to comply with the terms of its executed Service Agreement and these General Terms and Conditions.

26. MISCELLANEOUS

- 26.1 Responsibility for Gas. Upon receipt of Gas to be stored Clear Creek shall be in exclusive control and possession of the Gas and, subject to the provisions of Section 20 of these General Terms and Conditions, shall be responsible for any loss thereof, except for Non-Recoverable Working Gas under Section 11 of this tariff, or any and all injury or damage caused thereby, until the Equivalent Quantities of Gas have been delivered for the account of Customer after which Customer shall be in exclusive control and possession of the Gas and responsible for any and all injury or damage caused thereby.
- 26.2 Warranty. Customer or Replacement Customer warrants for itself, its successors and assigns, that it has, or will have, at the time of delivery of the Gas hereunder, good title to such Gas and/or good right to cause the Gas to be delivered to Clear Creek for storage. Customer or Replacement Customer warrants for itself, its successors and assigns, that the Gas it warrants hereunder shall be free and clear of all liens, encumbrances or claims, that it will indemnify and save Clear Creek harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to said Gas and/or to royalties, taxes, license fees, or charges thereon which are directly applicable to such delivery of Gas and that it will indemnify and save Clear Creek harmless from all taxes and assessments which may be directly levied and assessed upon such delivery and which are by law payable and the obligation of the party making such delivery.
- 26.3 Waivers. No waiver by either Clear Creek or Customer of any one or more defaults by the other in the performance of any provisions hereunder shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character. Clear Creek may waive, with respect to Customer, any section of these General Terms and Conditions and Rate Schedules FS and IS, if Clear Creek does so in a non-discriminatory manner.
- 26.4 Assignments. Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Customer or of Clear Creek, as the case may be, shall if eligible, be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Service Agreement(s) between Clear Creek and Customer. Either Clear Creek or Customer may assign any of its rights or obligations under its Service Agreement(s) to a financially responsible corporation with which it is affiliated at the time of such assignment. Furthermore, Clear Creek may, as security for its indebtedness, assign, mortgage or pledge any of its rights or obligations under its Service Agreement(s), including its rights to receive payments, to any other entity, and Customer will execute any consent agreement with such entity and provide such certificates and other documents as Clear Creek may reasonably request in connection with any such assignment. Customer also may assign or pledge its Service Agreement(s) under the provisions of any mortgage, deed of trust, indenture or similar instrument which it has executed or may hereafter execute covering substantially all of its properties. Otherwise, except as provided in Section 4 of these General Terms and Conditions, neither party shall assign its Service Agreement(s) or any of its rights thereunder unless it first shall have obtained the consent thereto in writing of the other party.
- 26.5 Interpretation of Laws. Any Agreement shall be interpreted, performed and enforced in accordance with the laws of the State of Utah.
- 26.6 Regulations. Any Agreement, and all terms and provisions herein, and the respective obligations of the parties thereunder are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.
- 26.7 Third-Party Beneficiary. It is expressly agreed that there is no third-party beneficiary to these General Terms and Conditions by virtue of any Agreement, and that the provisions of any other Agreement and these General Terms and Conditions do not impart enforceable rights in anyone who is not a party or successor or assignee of any party to an executed Service Agreement hereunder.

- 26.8 Counterparts. Any Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
- 26.9 Headings. The headings contained in any Agreement are for reference purposes only and shall not affect the meaning or interpretation of any Agreement.

## FORMS OF AGREEMENTS

Clear Creek Storage Company, L.L.C.  
STORAGE SERVICE REQUEST FORM

Send to:

Laura L. Luce  
Vice President  
Clear Creek Storage Company, L.L.C.  
3535 Sulphur Haul Rd  
Evantson, WY 82930  
Phone: (713) 205-0568  
[Laura.Luce@spireenergy.com](mailto:Laura.Luce@spireenergy.com)

Note: A check, if required by Section 3 of the General Terms and Conditions of Clear Creeks tariff, must accompany each Storage Service request to be valid.

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 in writing to Clear Creek.

1. Requestor: (Do not complete if same as Customer.)  
Requestors Name: \_\_\_\_\_
  
2. Requestors affiliation with Clear Creek: Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, type of affiliation: \_\_\_\_\_
  
3. Customers Name and Address: (Note: Customer is the party who will execute the Storage Service Agreement.)  
  
Attention: \_\_\_\_\_ Telephone: \_\_\_\_\_  
  
Address for statements and invoices: \_\_\_\_\_  
Attention: \_\_\_\_\_ Telephone: \_\_\_\_\_  
  
Address for all other matters: \_\_\_\_\_  
Attention: \_\_\_\_\_ Telephone: \_\_\_\_\_  
  
Dispatch and Control representative \_\_\_\_\_  
Telephone \_\_\_\_\_ FAX \_\_\_\_\_
  
4. Customers affiliation with Clear Creek? \_\_\_\_\_ yes \_\_\_\_\_ no  
If yes, type of affiliation \_\_\_\_\_
  
5. Customer is a(n):  
\_\_\_\_\_ Local Distribution Company \_\_\_\_\_ Producer  
\_\_\_\_\_ Intrastate Pipeline Company \_\_\_\_\_ End User  
\_\_\_\_\_ Interstate Pipeline Company \_\_\_\_\_ Marketer/Broker  
Other (Describe) \_\_\_\_\_
  
6. Customer is acting:  
\_\_\_\_\_ For itself  
\_\_\_\_\_ As Agent for \_\_\_\_\_
  
7. This request is for:  
\_\_\_\_\_ Firm Storage Service under Rate Schedule FS  
\_\_\_\_\_ Interruptible Storage Service under Rate Schedule IS

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8. Requested Storage Demand Delivery Quantity (Rate Schedule FS only)  
\_\_\_\_\_ Decatherms per Day\*  
\*Storage Demand Delivery Quantity for all firm services must be \_\_\_\_\_ of the Maximum Storage Quantity.

9. Requested Maximum Storage Quantity  
\_\_\_\_\_ Decatherms (May not be less than 5,000 Dth.)

Term of Service:  
Requested commencement date: \_\_\_\_\_  
Requested termination date: \_\_\_\_\_

10. Rate Information:  
Maximum rate: yes \_\_\_\_\_ no \_\_\_\_\_  
Discounted rate, which may not be less than the applicable minimum rate(s):

Firm: Deliverability – Daily \_\_\_\_\_  
Capacity – Daily \_\_\_\_\_  
Receipt \_\_\_\_\_  
Delivery \_\_\_\_\_  
Interruptible: Commodity Rate \_\_\_\_\_

11. Certified Statement:

By submitting this request, Customer certifies that Customer has, or will have by the time of execution of an Agreement with Clear Creek, title to, or the legal right to cause to be delivered to Clear Creek for storage, the Gas which is to be stored and facilities or contractual rights which will cause the Gas to be delivered to and received from Clear Creek.

12. Credit Evaluation: As required by Section 7 of the General Terms and Conditions of this tariff.

DATE OF SUBMITTAL \_\_\_\_\_  
NAME OF SUBMITTING PARTY \_\_\_\_\_  
Telephone Number \_\_\_\_\_

FORM OF STORAGE SERVICE AGREEMENT  
RATE SCHEDULE FS

Contract No. \_\_\_\_\_

1. CUSTOMERS NAME AND ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. CUSTOMERS STATUS:

\_\_\_\_\_ Local Distribution Company  
\_\_\_\_\_ Intrastate Pipeline Company  
\_\_\_\_\_ Interstate Pipeline Company  
\_\_\_\_\_ Marketer/Broker  
\_\_\_\_\_ Producer  
\_\_\_\_\_ End-User  
\_\_\_\_\_ Other

3. QUANTITIES TO BE RECEIVED AND DELIVERED:

\_\_\_\_\_ Maximum Daily Receipt Quantity (Dth)  
\_\_\_\_\_ Maximum Daily Delivery Quantity (Dth)  
\_\_\_\_\_ Maximum Storage Quantity (Dth)

4. RATES AND CHARGES:

Reservation Rate:

\_\_\_\_\_ The maximum rate on the Statement of Rates  
\_\_\_\_\_ A discounted rate of \_\_\_\_\_/Dth

5. VOLUMETRIC RATE:

\_\_\_\_\_ Applicable only to capacity that is released at a volumetric rate.

6. USAGE RATE:

\_\_\_\_\_ Receipt  
\_\_\_\_\_ Delivery

7. ACA Charge: The ACA charge will be billed according to Sections 3(e) of Rate Schedule FS.

8. TERM OF THE AGREEMENT:

Initial term \_\_\_\_\_ to \_\_\_\_\_  
Renewal term \_\_\_\_\_ none \_\_\_\_\_ other:

9. RECEIPT POINTS:

Meter No. \_\_\_\_\_ Capacity \_\_\_\_\_  
Meter No. \_\_\_\_\_ Capacity \_\_\_\_\_  
Meter No. \_\_\_\_\_ Capacity \_\_\_\_\_

10. DELIVERY POINTS:

Meter No. \_\_\_\_\_ Capacity \_\_\_\_\_  
Meter No. \_\_\_\_\_ Capacity \_\_\_\_\_  
Meter No. \_\_\_\_\_ Capacity \_\_\_\_\_

This service Agreement under Rate Schedule FS includes all of the terms and conditions of Clear Creeks FERC Gas Tariff, First Revised Volume No. 1, which are incorporated herein by reference.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Clear Creek Storage Company L.L.C.

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
(Customer)

By: \_\_\_\_\_

Its: \_\_\_\_\_

FORM OF STORAGE SERVICE AGREEMENT  
RATE SCHEDULE IS

Contract No. \_\_\_\_\_

1. CUSTOMERS NAME AND ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. CUSTOMERS STATUS:

\_\_\_\_\_ Local Distribution Company  
\_\_\_\_\_ Intrastate Pipeline Company  
\_\_\_\_\_ Interstate Pipeline Company  
\_\_\_\_\_ Marketer/Broker  
\_\_\_\_\_ Producer  
\_\_\_\_\_ End-User  
\_\_\_\_\_ Other

3. QUANTITIES TO BE RECEIVED AND DELIVERED:

\_\_\_\_\_ Maximum Storage Quantity (Dth)

4. USAGE RATES AND CHARGES:

Inventory:

\_\_\_\_\_ The maximum rate on the Statement of Rates  
\_\_\_\_\_ A discounted rate of \_\_\_\_\_/Dth  
Receipt: \_\_\_\_\_/Dth  
Delivery: \_\_\_\_\_/Dth

5. ACA Charge: The ACA charge will be billed according to Sections 3(c) of Rate Schedule IS.

6. ADDITIONAL FACILITIES CHARGES:

\_\_\_\_\_ None  
\_\_\_\_\_ Lump-sum payment of \_\_\_\_\_  
\_\_\_\_\_ Monthly fee of \_\_\_\_\_  
\_\_\_\_\_ See Additional terms

7. TERM OF THE AGREEMENT:

Initial term \_\_\_\_\_ to \_\_\_\_\_  
Renewal term \_\_\_\_\_ none \_\_\_\_\_ other:

8. RECEIPT POINTS:

Meter No. \_\_\_\_\_ Capacity \_\_\_\_\_  
Meter No. \_\_\_\_\_ Capacity \_\_\_\_\_  
Meter No. \_\_\_\_\_ Capacity \_\_\_\_\_

9. DELIVERY POINTS:

Meter No. \_\_\_\_\_ Capacity \_\_\_\_\_  
Meter No. \_\_\_\_\_ Capacity \_\_\_\_\_  
Meter No. \_\_\_\_\_ Capacity \_\_\_\_\_

This service Agreement under Rate Schedule FS includes all of the terms and conditions of Clear Creeks FERC Gas Tariff, First Revised Volume No. 1, which are incorporated herein by reference.

Executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Clear Creek Storage Company L.L.C.

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
(Customer)

By: \_\_\_\_\_

Its: \_\_\_\_\_

STORAGE SERVICE AGREEMENT AMENDMENT FORM

Contract No. \_\_\_\_\_

1. CUSTOMERS NAME AND ADDRESS:

Amendment No. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. APPLICABLE RATE SCHEDULE:

FS - Maximum Daily Receipt Quantity \_\_\_\_\_ Dth  
Maximum Daily Delivery Quantity \_\_\_\_\_ Dth  
Maximum Storage Quantity \_\_\_\_\_ Dth  
IS \_\_\_\_\_ - Maximum Daily Storage Quantity \_\_\_\_\_ Dth

3. TERM OF THE AGREEMENT:

\_\_\_\_\_ TO \_\_\_\_\_

4. RENEWAL TERM:

\_\_\_\_\_ None  
\_\_\_\_\_ Month to Month  
\_\_\_\_\_ Other

5. RECEIPT POINTS:

\_\_\_\_\_ Add  
\_\_\_\_\_ Permanent release  
Meter No. \_\_\_\_\_ Capacity \_\_\_\_\_  
Meter No. \_\_\_\_\_ Capacity \_\_\_\_\_  
Meter No. \_\_\_\_\_ Capacity \_\_\_\_\_

6. POINTS:

\_\_\_\_\_ Add  
\_\_\_\_\_ Permanent release  
Meter No. \_\_\_\_\_ Capacity \_\_\_\_\_  
Meter No. \_\_\_\_\_ Capacity \_\_\_\_\_  
Meter No. \_\_\_\_\_ Capacity \_\_\_\_\_

7. RATES:

Reservation Rate:  
\_\_\_\_\_ The maximum rate on the Statement of Rates  
\_\_\_\_\_ A discounted rate of \$ \_\_\_\_\_/Dth

8. USAGE CHARGE:

\_\_\_\_\_ The maximum rate on the Statement of Rates  
\_\_\_\_\_ Other

9. EFFECTIVE DATE OF CHANGES:

10. ADDITIONAL TERMS AND CONDITIONS:

This Amended Agreement includes all the terms and conditions of Clear Creeks FERC Gas Tariff, First Revised Volume No. 1, which are incorporated herein by reference.

Executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Clear Creek Storage Company L.L.C.

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
(Customer)

By: \_\_\_\_\_

Its: \_\_\_\_\_

FORM OF SALES SERVICE AGREEMENT  
RATE SCHEDULE SS

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, , by and between Clear Creek Storage Company, L.L.C. (Clear Creek) and \_\_\_\_\_, hereinafter called Customer.

WITNESSETH: That in consideration of the mutual covenants herein contained, Clear Creek will sell natural gas to Customer during the term of this agreement and on the terms and conditions hereinafter provided.

ARTICLE I - SCOPE AND QUANTITIES

Beginning on the date on which sales service is commenced hereunder and for the remaining term of this Agreement, and subject to the provisions of Rate Schedule SS of Clear Creeks FERC Gas Tariff, Original Volume No. 1, Clear Creek agrees to sell to Customer \_\_\_\_\_Dth per day of natural gas at the delivery point(s) specified in Article II.

ARTICLE II - DELIVERY POINTS

The point(s) at which the gas is to be tendered by Clear Creek to Customer under this Agreement shall be as follows:

| Customers Transporting Pipeline | Volume - MMBTU/Day |
|---------------------------------|--------------------|
| _____                           | _____              |
| _____                           | _____              |
| _____                           | _____              |

Total Volume \_\_\_\_\_

ARTICLE III - RATE

The rate charged for natural gas sold under Rate Schedule SS shall be market based and as negotiated between Clear Creek and Customer as follows:

\$\_\_\_\_\_per Dth per day

ARTICLE IV - TAXES, REGULATORY FEES AND CHARGES

Customer shall reimburse Clear Creek for all acceptable taxes as may be assessed Clear Creek for sales of natural gas to Customer. In addition, Customer shall reimburse Clear Creek for Customers pro rata portion of all ad valorem taxes, property taxes and/or other similar taxes. Customer shall also reimburse Clear Creek for all fees and charges as required by regulatory authorities that are related to the service provided under this Agreement.

ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective \_\_\_\_\_, \_\_\_\_\_, and shall remain in effect for \_\_\_\_\_ (primary term). Thereafter, this agreement shall continue for successive terms of \_\_\_\_\_each (renewal term), unless terminated by either party upon \_\_\_\_\_days notice to the other party prior to the end of the primary term or any renewal term, thereafter.

**ARTICLE VI - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS**

This Agreement shall be subject to the terms and provisions of Clear Creeks Rate Schedule SS, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto.

**ARTICLE VII - NOTICES**

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, correspondence, delivery, notification, nominations, notices, invoices and payment shall be to the following:

Laura L. Luce  
Vice President  
Clear Creek Storage Company, L.L.C.  
3535 Sulphur Haul Rd  
Evantson, WY 82930  
Phone: (713) 205-0568  
[Laura.Luce@spireenergy.com](mailto:Laura.Luce@spireenergy.com)

Payments shall be made via Wire Transfer directed to a bank account designated by Clear Creek.

**CUSTOMER:** Correspondence, Notices, Invoices and Payment shall be tendered as follows:

Customer: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

**ARTICLE VIII - TRANSFER AND ASSIGNMENT**

Any individual or entity that shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Clear Creek or Customer, as the case may be, shall be entitled to the right and shall be subject to the obligations of its predecessor in title under this Agreement. No assignment of this agreement by either party or any of the rights or obligations hereunder shall be made unless there first has been obtained the consent, thereto, in writing of the other party, which consent shall not be unreasonably delayed or withheld. Any release of Customer from its obligations hereunder shall be conditioned on the approval of Clear Creeks lenders/note holders.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either party to this Agreement from pledging or mortgaging its rights hereunder as security for its indebtedness without the written consent of the other party. This Agreement shall be binding upon and shall enure to the benefit of the respective authorized successors and assigns.

**ARTICLE IX - LAW OF AGREEMENT**

The interpretation and performance of this agreement shall be according to and controlled by the laws of the State of Utah, without regard to doctrines governing choice of law.

**ARTICLE X - MISCELLANEOUS**

1. No change, modification or revision of this Agreement shall be or become effective until executed in writing by the parties, hereto, and no cause of meeting between the parties shall be considered to alter the terms thereof, except as expressly stated herein.

2. No waiver by any party of any one or more defaults by the other in the performance of any provisions of this Agreement shall waive or be construed as a waiver of any other default or defaults, whether of a like or different character.

3. Clear Creek and Customer shall proceed with due diligence to obtain any governmental and other regulatory authorizations as may be required for the rendition of the services contemplated herein; provided that Clear Creek reserves the right to file and procure applications for such authorizations, any supplements or amendments thereto and, if necessary, any court review, in such manner as it deems to be in its best interest, including the right to withdraw the application or to file pleadings and motions (including motions for dismissal).

4. This Agreement, and the respective obligations of the parties hereunder are subject to all present and future valid laws, orders, rules and regulations of constituted authorities having jurisdiction over the parties, their purchases of gas supply, this Agreement or any provision hereof. Neither party shall be held in default for failure to perform hereunder if such failure is due to compliance with levy, orders, rules or regulations of any such duly constituted authorities.

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

6. The subject headings of the articles of this Agreement are included for the purpose of reference and are not intended to be a part of the Agreement nor considered in any interpretation of the same.

ARTICLE XI - PRIOR AGREEMENTS CANCELED

Clear Creek and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto:

\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in several counter parts by their authorized agents.

CLEAR CREEK STORAGE COMPANY, L.L.C.

By: \_\_\_\_\_

Title: \_\_\_\_\_

CUSTOMER

By: \_\_\_\_\_

Title: \_\_\_\_\_