

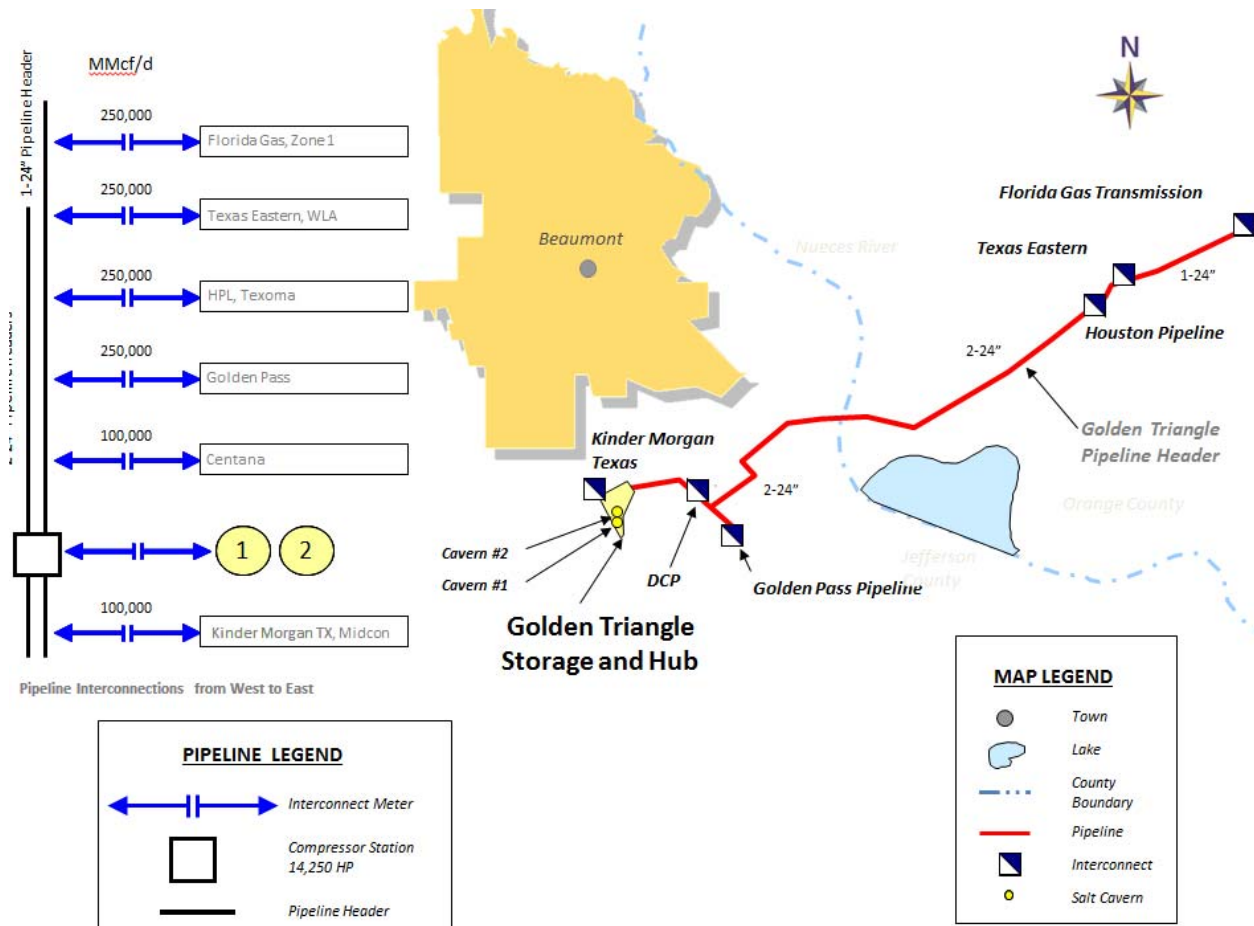
GOLDEN TRIANGLE STORAGE, INC.

BINDING OPEN SEASON

FOR FIRM WHEELING SERVICE

OVERVIEW

Golden Triangle Storage, Inc. (GTS), a wholly-owned subsidiary of AGL Resources Inc., located in Jefferson and Orange Counties, Texas, is conducting a binding Open Season to gauge interest from potential customers to wheel gas on a firm basis across the existing GTS header system. GTS has received a request for such new firm service from a potential new customer that would require, in addition, a new delivery point on the GTS header system. Based on this interest, GTS is considering the submission of a tariff filing with the Federal Energy Regulatory Commission to implement Firm Wheeling Service under market-based rate authority. A copy of GTS' proposed Firm Wheeling Service rate statement, rate schedule, and form of service agreement is attached as Appendix B.



OPEN SEASON

The Open Season for Firm Wheeling Service will commence at 1 pm, Wednesday, July 23, 2014 and will close on Tuesday, August 5, 2014 at 5:00 pm CST.

SUBMISSIONS

Potential customers are invited to submit their bids by completing the accompanying Open Season Binding Request Form, along with an executed form of FWS service agreement (both as set forth in Appendix A), by e-mail or facsimile to:

Kevin Conneighton
Golden Triangle Storage, Inc.
Managing Director – Midstream
3333 Warrenville Road, Suite 300
Lisle, IL 60532
E-Mail: kconnei@aglresources.com
Facsimile: (630) 245-7838

PROJECT DESCRIPTION

The firm wheeling services will be rendered through GTS' existing pipeline header facilities and the terms and conditions for such will be incorporated into GTS' FERC Gas Tariff.

Available interconnect points:

- Florida Gas Transmission (Bi-directional)
- Texas Eastern Transmission (Bi-directional)
- Houston Pipe Line Company (Texoma) (Bi-directional)
- Golden Pass Pipeline (Bi-directional)
- Centana Intrastate Pipeline (Bi-directional)
- Kinder Morgan Texas Pipeline (Bi-directional)

DESCRIPTION OF FIRM WHEELING SERVICE TO BE OFFERED

Firm wheeling will be available through the GTS header system. Customers will be able to wheel gas on a firm basis up to their Maximum Daily Firm Wheeling Quantity (MDFTQ) between contracted primary Points of Receipt and Delivery subject to the Maximum Daily Receipt Quantity (MDRQ) and Maximum Daily Delivery Quantity (MDDQ) for each point.

BID REQUIREMENTS

The Open Season Binding Request Form (as set forth in Appendix A) requires participants to provide the following:

- Potential customer's name, address, representative telephone number, and email address
- Maximum Daily Firm Wheeling Quantity (MDFTQ)
- Term of Service - Minimum of five years required
- Wheeling Capacity Reservation Charge (\$/Dth/Month)
- Fuel: To be negotiated with customer, depending upon the receipt and delivery points involved.
- For Primary Points of Receipt and Delivery, additional charges may be negotiated depending upon market conditions for access to the particular points selected. Total primary point quantities for receipt or delivery must equal to the MDFTQ.
- Secondary Point Rights are subject to election and may be selected. Potential customers may choose one of the following options:
 - Option A: No secondary point rights apply to customer's Firm Wheeling Service Agreement.
 - Option B: The customer designates specific secondary points of receipt and points of delivery from the list of interconnects to be incorporated into the customer's Firm Wheeling Service Agreement as the designated secondary points of receipt and points of delivery.

As indicated above, a valid bid must also include an executed form of FWS service agreement (as set forth in Appendix A).

BID EVALUATION METHODOLOGY

GTS will award firm capacity based on highest value bids that GTS finds acceptable in accordance with Section 3.1(b)(1-6) of GTS' FERC Gas Tariff. Should acceptable bids be submitted by two or more Customers and there is insufficient remaining capacity available to serve all such Customers, then capacity will first be awarded to the Customer offering the highest value to GTS with any remaining capacity offered to Customer(s) in order of the value offered to GTS. In the event that acceptable bids are received offering the same value to GTS (e.g., tied bids) and there is insufficient remaining capacity available to serve such Customers, then capacity will be allocated to the Customer submitting the earliest tied bid (fax or email time receipt), until remaining unallocated capacity is insufficient to serve the next tied Customer's capacity requirements.

TARGETED COMMENCEMENT OF SERVICE DATE

April 1, 2015

BID DOCUMENTS AND FOLLOW-UP PROCESS

This binding Open Season will commence on July 23, 2014 and end on August 5, 2014, at 5:00 pm CST. Potential customers wishing to subscribe to this offering must complete and submit a completed Open Season Binding Request Form and form of FWS service agreement (Appendix A). The term must not be less than five (5) years to be a qualifying bid. Potential customers

submitting a completed Open Season Binding Request Form and executed form of FWS service agreement will be submitting a binding bid to contract for firm wheeling under the GTS Firm Wheeling Service.

Upon close of the Open Season, all customers notified by GTS that their binding bids have been accepted by GTS will be required to provide evidence of creditworthiness satisfactory to GTS within the procedures set forth in the GTS FERC Gas Tariff.

The offering of Firm Wheeling Services herein is explicitly subject to and conditioned upon receiving all applicable regulatory approvals in a form acceptable to GTS. GTS reserves the right to i) reject any unacceptable bid requests, ii) revise the scope of the service in any way, and iii) consistent with applicable regulations, to terminate further participation in the Open Season process.

In addition, no legally binding obligation will be created with respect to GTS until, after the satisfaction of the foregoing conditions, GTS executes the customer's Firm Wheeling Service Agreement.

CONTACT INFORMATION

The information provided in this packet is to assist the potential customers in preparing the Open Season Binding Request Form and form of FWS service agreement. All inquiries or requests for additional information or clarifications should be directed to:

Kevin Conneighton
Golden Triangle Storage, Inc.
Managing Director – Midstream
3333 Warrenville Road, Suite 300
Lisle, IL 60532
Telephone: (630) 245-7826
Cellular: (630) 399-3027
E-Mail: kconnei@aglresources.com

WEB SITE LINKS FOR OPEN SEASON INFORMATION

<http://www.gasnom.com/ip/goldentriangle/>

<http://www.pivotalenergydev.com/Commercial-Operations/GTS-Storage-Capacity-Bids.aspx>

Appendix A
Golden Triangle Storage, Inc.
Binding Open Season for Firm Wheeling Service

- **Open Season Binding Request Form**
- **Firm Wheeling Service Agreement**

Appendix A
GOLDEN TRIANGLE STORAGE, INC.
OPEN SEASON BINDING REQUEST FORM
FIRM WHEELING SERVICE (FWS)

Contact Information:

Company Name: _____	Contact Name: _____
Company Address: _____	Contact Title: _____
_____	Contact Telephone Number: _____
_____	Contact Email Address: _____

Bid for Firm Wheeling Service (FWS):

Maximum Daily Firm Wheeling Quantity ("MDFTQ"): _____ Dth

Term of Service: _____ to _____ [mm/dd/yyyy format]
 (Minimum Five-Year Term)

Wheeling Capacity Reservation Charge: _____ \$/Dth
Wheeling Capacity Usage Charge: _____ \$/Dth/_____ of MDTFQ

Requested Primary Points of Receipt and Delivery (Dth/d):

Interconnect:	Primary Point(s) of Receipt MDRQ (Dth/d)	Fuel on Receipt*** In Kind % or \$/Dth	Primary Point(s) of Delivery MDDQ (Dth/d)	Fuel on Delivery*** In Kind % or \$/Dth
Florida Gas Transmission	_____	_____	_____	_____
Texas Eastern Transmission	_____	_____	_____	_____
Houston Pipe Line Company	_____	_____	_____	_____
Kinder Morgan Texas Pipeline	_____	_____	_____	_____
Golden Pass Pipeline	_____	_____	_____	_____
Centana Intrastate Pipeline	_____	_____	_____	_____
Total (Dth/d):**				
_____		_____	_____	

** Total Quantities for Receipt (MDRQs) must equal MDFTQ and total for Delivery (MDDQs) must equal MDFTQ.

*** Fuel: To be negotiated with customer, depending upon the receipt and delivery points involved. Contact GTS.

Secondary Receipt/Delivery Point Rights:

Check one of the following options:

_____ Option A: No secondary receipt/delivery point rights

_____ Option B: The following secondary points and quantities apply:

Interconnect:	Secondary Point(s) of Receipt MDRQ (Dth/d)	Secondary Point(s) of Delivery MDDQ (Dth/d)
_____	_____	_____
_____	_____	_____
_____	_____	_____

Other Comments:

By: _____

Print Name: _____

Title: _____

Date: _____

Please return this completed Open Season Binding Request Form to:

Kevin Conneighton
Golden Triangle Storage, Inc.
Managing Director – Midstream
3333 Warrenville Road, Suite 300
Lisle, IL 60532
Facsimile: (630) 245-7838
E-Mail: kconnei@aglresources.com

FIRM WHEELING SERVICE AGREEMENT

Agreement/Contract Number: _____

This Agreement is made as of the _____ day of _____, _____, by and between Golden Triangle Storage, Inc., a Delaware corporation herein called "GTS," and _____, a(n) _____ [Fill in blank with corporation, etc.] herein called "Customer," (each of GTS and Customer, a "Party," and collectively, the "Parties") pursuant to the following recitals and representations:

WHEREAS GTS owns and operates a gas storage facility known as the GTS Facility, located in Texas, and is authorized to provide natural gas storage and related services in interstate commerce by way of the GTS Facility; and

WHEREAS, Customer has requested that GTS provide Firm Wheeling Service for Customer; and

WHEREAS, GTS has agreed to provide such Firm Wheeling Service for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, GTS and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of GTS' Rate Schedule FWS, and of this Agreement, GTS shall receive for Customer at Point(s) of Receipt located on GTS' system daily quantities of Gas up to Customer's Maximum Daily Firm Wheeling Quantity ("MDFTQ"), plus fuel in kind volumes if applicable as set forth on Exhibit A hereto, and transport and deliver for Customer at the Point(s) of Delivery located on GTS' system daily quantities of Gas up to Customer's MDFTQ as set forth on Exhibit A hereto.

GTS and Customer may enter into transaction(s) for Interruptible Authorized Wheeling Overrun Gas during the term of this Agreement and pursuant to the Transaction Confirmation Procedure set forth at Section 34 of the General Terms and Conditions of GTS' FERC Gas Tariff. GTS shall receive for Customer at Point(s) of Receipt located on GTS' system daily quantities of Gas up to Customer's Authorized Overrun Wheeling Quantity ("AOWQ"), plus fuel in kind volumes if applicable, and wheel and deliver for Customer at the Point(s) of Delivery located on GTS' system daily quantities of Gas up to Customer's AOWQ as set forth on Exhibit B Transaction Confirmation hereto.

ARTICLE II – POINTS OF RECEIPT AND DELIVERY

The point(s) at which the Gas for Firm Wheeling Service is to be tendered by Customer to GTS under this contract shall be the Point(s) of Receipt, including the Maximum Daily Receipt Quantity for ("MDRQ") for each point, designated on Exhibit A hereto (Customer's Point(s) of Receipt).

The point(s) at which the Gas for Firm Wheeling Service is to be tendered by GTS to Customer under this contract shall be the Point(s) of Delivery, including the Maximum Daily Delivery Quantity for ("MDDQ") for each point, designated on Exhibit A hereto (Customer's Point(s) of Delivery).

The point(s) at which Interruptible Authorized Overrun Wheeling Gas is to be tendered by GTS to Customer, if applicable under this contract shall be the Point(s) of Delivery, including the Maximum Daily Delivery Quantity for ("MDDQ") for each point, designated on Exhibit B Transaction Confirmation hereto (Customer's Point(s) of Delivery).

The point(s) at which Interruptible Authorized Overrun Wheeling Gas is to be tendered by Customer to GTS, if applicable under this contract shall be the Point(s) of Receipt, including the Maximum Daily Receipt Quantity for ("MDRQ") for each point, designated on Exhibit B Transaction Confirmation hereto (Customer's Point(s) of Receipt).

ARTICLE III – PRICE

1. Customer agrees to pay GTS the charges set forth on Exhibit A hereto for the Firm Wheeling Service furnished to Customer hereunder. Customer agrees to pay GTS the charges set forth on Exhibit B Transaction Confirmation hereto for Interruptible Authorized Wheeling Overrun service furnished to Customer hereunder if applicable.

2. Customer further agrees to pay GTS all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule FWS.

3. Taxes - Customer shall reimburse GTS for all applicable taxes as may be assessed GTS for the receipt or delivery of Customer's Gas.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms of GTS' Rate Schedule FWS, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule or General Terms and Conditions as may from time to time be filed and made effective by GTS).

ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of _____, ____ and shall remain in force and effect until _____, ____ (the "Term").

ARTICLE VI – NOTICES

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and shall be delivered personally, sent by facsimile transmission (with transmission confirmation by sender's machine), emailed, sent by reliable delivery service or mailed by regular mail, effective as of the postmarked date, to the post office address of the party intended to receive the same, as follows:

GTS: Golden Triangle Storage, Inc.
1200 Smith Street, Suite 900
Houston, Texas 77002

Attention: _____
Facsimile: _____
Email: _____

CUSTOMER:

NOTICES: _____

Attention: _____
Facsimile: _____
Email: _____

BILLING: _____

Attention: _____
Facsimile: _____
Email: _____

[Additional notice contacts may be added for GTS and Customer.]

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

ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company, which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of GTS or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise no assignment of the contract or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of GTS' FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the contract from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VIII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.

ARTICLE X - PRIOR AGREEMENTS CANCELLED

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

Firm Wheeling Service Agreement, dated _____, _____

ARTICLE XI - MISCELLANEOUS

11.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

11.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

11.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

11.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

11.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than GTS or Customer.

11.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

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

Golden Triangle Storage, Inc.

By _____

Name (Print) _____

Title _____

Date _____

[Customer]

By _____

Name (Print) _____

Title _____

Date _____

Exhibit A to the Firm Wheeling Service Agreement
between GTS and _____ (Customer)
Dated _____

Agreement/Contract Number: _____

Maximum Contract Quantities:

Maximum Daily Firm Wheeling Quantity ("MDFTQ"): _____ Dth

Primary Point(s) of Receipt and Point(s) of Delivery:*

Primary Receipt Point: _____ [**]
Maximum Daily Receipt Quantity (MDRQ): _____ Dth
Fuel Charge: _____ \$/Dth or Fuel In Kind %

Primary Delivery Point: _____ [**]
Maximum Daily Delivery Quantity (MDDQ): _____ Dth
Fuel Charge: _____ \$/Dth or Fuel In Kind %

*The total of the individual MDRQs for the Primary Point(s) of Receipt shall equal the MDFTQ. The total of the individual MDDQs for the Primary Point(s) of Delivery shall equal the MDFTQ.

[** Add additional lines for multiple Point(s) of Receipt and/or Delivery.]

Secondary Point(s) of Receipt and Point(s) of Delivery:

_____ No secondary Points of Receipt or Delivery applicable to Customer's Agreement

_____ Customer shall have the right to use secondary Points of Receipt or Delivery at the following points:

Secondary Point of Receipt: _____ [*]
Maximum Daily Receipt Quantity (MDRQ): _____ Dth
Fuel Charge: _____ \$/Dth or Fuel In Kind %

Secondary Point of Delivery: _____ [*]
Maximum Daily Delivery Quantity (MDDQ): _____ Dth
Fuel Charge: _____ \$/Dth or Fuel In Kind %

[* Add additional lines for multiple Point(s) of Receipt and/or Delivery.]

Rates and Charges:

Wheeling Capacity Reservation Charge: _____ \$/Dth/ _____ of MDFTQ
Wheeling Usage Charge: _____ \$/Dth
Fuel Charge: \$/Dth or Fuel In Kind % (See Primary and Secondary Point(s) of Receipt and Point(s) of Delivery above.)

Golden Triangle Storage, Inc.

By _____

Name (Print) _____

Title _____

Date _____

[Customer]

By _____

Name (Print) _____

Title _____

Date _____

Exhibit B to the Firm Wheeling Service Agreement
between GTS and _____ (Customer)
Interruptible Authorized Overrun Wheeling Transaction Confirmation

GTS Contract Number: _____

GTS Confirmation Number: _____

Maximum Contract Quantities:

Maximum Authorized Overrun Wheeling Quantity: _____ Dth

Term:

Begin Date: _____

End Date: _____

Rates and Charges:

Authorized Wheeling Overrun Usage Charge: _____ \$/Dth

Fuel Charge: In Kind % or \$/Dth (See Point(s) of Receipt and Point(s) of Delivery below.)

Point(s) of Receipt and Point(s) of Delivery:

Point(s) of Receipt: [*]

Point of Receipt: _____

Maximum Daily Receipt Quantity (MDRQ): _____ Dth

Fuel Charge: _____ In Kind % or \$/Dth

Point(s) of Delivery: [*]

Point of Delivery: _____

Maximum Daily Receipt Quantity (MDDQ): _____ Dth

Fuel Charge: _____ In Kind % or \$/Dth

[* Add additional lines for multiple Points of Receipt or Delivery.]

GTS and Customer may enter into a transaction for Interruptible Authorized Overrun Wheeling pursuant to the Transaction Confirmation Procedure set forth at Section 34 of the General Terms and Conditions of GTS' FERC Gas Tariff.

Customer:

Name (Print): _____

Title: _____

Signature: _____ Date: _____ Time: _____

Facsimile Number: _____

GTS Approval:

Name (Print): _____

Title: _____

Signature: _____ Date: _____ Time: _____

Facsimile Number: _____

Appendix B

Golden Triangle Storage, Inc.

Binding Open Season for Firm Wheeling Service

- **Proposed Firm Wheeling Service - Rate Statement**
- **Proposed Firm Wheeling Service - Rate Schedule**
- **Proposed Firm Wheeling Service - Service Agreement**

FWS RATE STATEMENT - FIRM WHEELING SERVICE*

	RATE	UNITS
Wheeling Capacity Reservation Charge	Market Based	\$/Dth
Wheeling Usage Charge	Market Based	\$/Dth
Authorized Wheeling Overrun Usage Charge	Market Based	\$/Dth
Fuel Charge	Market Based	\$/Dth or In Kind %

All applicable taxes set forth in the General Terms and Conditions of this FERC Gas Tariff and Customer's executed Firm Wheeling Service Agreement, including the Transaction Confirmations thereto, and all other applicable surcharges, including, but not limited to, the ACA charges, shall also be paid by Customer.

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

FWS RATE SCHEDULE
FIRM WHEELING SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of firm wheeling service from GTS, provided that:

- (a) GTS has determined that it has sufficient operationally available and uncommitted firm wheeling, receipt and delivery capacity to perform the firm wheeling service requested by Customer;
- (b) Customer and GTS have executed a Firm Wheeling Service Agreement under this Rate Schedule; and
- (c) Customer accepts responsibility for arranging any upstream and/or downstream transportation service required for utilization of the firm wheeling service provided under this Rate Schedule.
- (d) GTS has determined that service requested hereunder shall not cause a reduction in GTS' ability to provide Firm Services under currently effective Service Agreements.
- (e) Service under this Rate Schedule may not be available to the extent that GTS would be required to construct, modify, expand or acquire any facilities to enable GTS to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all firm wheeling service rendered by GTS to Customer at the GTS Facility located in Jefferson County and Orange County, Texas pursuant to an executed Firm Wheeling Service Agreement.

(a) Firm wheeling service rendered by GTS to Customer under this Rate Schedule shall consist of the wheeling of Gas, on a firm basis, by GTS for Customer on GTS' system between agreed upon Point(s) of Receipt and Point(s) of Delivery, up to Customer's Maximum Daily Firm Wheeling Quantity ("MDFTQ") and up to the Maximum Daily Receipt Quantity ("MDRQ") and Maximum Daily Delivery Quantity ("MDDQ") applicable to each such point.

(b) GTS shall, on a Firm basis, receive for Customer at Point(s) of Receipt located on GTS' system and transport and deliver for Customer at the Point(s) of Delivery located on GTS' system daily quantities of Gas up to Customer's MDFTQ, plus receive fuel in kind volumes to be retained by GTS if applicable, as specified in Customer's Firm Wheeling Service Agreement; provided, however, GTS shall not be obligated to receive, transport and/or deliver quantities of Gas on any Day in excess of the quantity nominated and scheduled for that Day.

(c) Customer's rights to utilize Points of Receipt and Points of Delivery as primary points shall be specified in Customer's Firm Wheeling Service Agreement as a MDRQ or MDDQ applicable to each such point. GTS shall afford a prospective Firm Wheeling Service Customer the opportunity to negotiate with GTS to include in its Firm Wheeling Service Agreement the right to use any other GTS Points of Receipt or Points of Delivery, or primary points in excess of MDRQ or MDDQ, on a secondary basis, subject to Customer's MDFTQ, the priorities of service and other provisions of this Tariff and the Federal Energy Regulatory Commission's regulations policies generally governing receipt and delivery point flexibility.

(d) Firm wheeling service does not involve the injection or withdrawal of Gas from GTS' storage facilities.

2.2 Provided the receipt of Gas from Customer and the transport and delivery of such Gas can be accomplished by GTS without detriment to GTS' facilities and/or GTS' ability to meet its firm obligations to other Customers, GTS may, upon request of Customer and after confirmation by Customer's Transporter, schedule, receive, transport and deliver on an Interruptible basis, quantities of Gas in excess of Customer's MDFTQ, MDRQ

and/or MDDQ as applicable under Exhibit A to the executed Firm Wheeling Service Agreement. Such excess quantities shall be deemed to be “Authorized Wheeling Overrun Gas.” Such Authorized Wheeling Overrun Gas shall not exceed the Authorized Overrun Wheeling Quantity, MDRQ, or MDDQ set forth in the Exhibit B Transaction Confirmation of the executed Firm Wheeling Service Agreement.

2.3 Customer shall be permitted to combine the firm wheeling of Gas available under this Rate Schedule with any service available under any Interruptible rate schedule set forth in this FERC Gas Tariff; provided, however, such combined service shall be subject to Section 5 of the General Terms and Conditions of this FERC Gas Tariff; and, provided, further, that priority for each service shall be determined by the respective priority of that service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

3. RATES AND CHARGES

The agreed upon rates and charges to be paid by Customer for firm wheeling service under this Rate Schedule may include the applicable rate components set forth in the FWS Rate Statement and as described below. The agreed upon rates and charges may be based on the maximum contract quantities applicable to the wheeling rate components listed in Section 3(a) - (d) below or such other rate methodology agreed upon by GTS and Customer.

(a) **Wheeling Capacity Reservation Charge.** A charge for each Dth of Customer's MDFTQ as set forth in Exhibit A to Customer's executed Firm Wheeling Service Agreement.

(b) **Wheeling Usage Charge.** A charge for each Dth of Customer's Gas transported and delivered by GTS facilities pursuant to Section 2.1(b) of this Rate Schedule during a given Month as set forth in Exhibit A to Customer's executed Firm Wheeling Service Agreement.

(c) **Authorized Wheeling Overrun Usage Charge.** A charge for each Dth of Authorized Wheeling Overrun Gas transported and delivered by GTS' facilities pursuant to Section 2.2 of this Rate Schedule during a given Month as set forth in Exhibit B to Customer's executed Firm Wheeling Service Agreement.

(d) **Fuel Charge.** The charge for fuel and losses as set forth in Exhibit A and/or Exhibit B Transaction Confirmation to Customer's executed Firm Wheeling Service Agreement.

(e) **Regulatory Fees and Charges.** Customer shall reimburse GTS for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Customer's executed Firm Wheeling Service Agreement.

(f) **Taxes.** Customer shall reimburse GTS for all applicable taxes as may be assessed GTS, as set forth in Section 15 of the General Terms and Conditions of this FERC Gas Tariff and Customer's executed Firm Wheeling Service Agreement.

4. INVOICE

Each invoice for firm wheeling service shall reflect the applicable charges set forth under Section 3 of this rate schedule and at the rates set forth in Customer's executed Firm Wheeling Service Agreement.

5. TERM

The term for service under this rate schedule shall be as set forth in the executed Firm Wheeling Service Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

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

6.2 GTS shall have the right to propose to the FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Firm Wheeling Service Agreement executed by the parties shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided, however, that any market-based rates negotiated between GTS and its Customer(s) shall remain in effect during the term(s) of the Firm Wheeling Service Agreement(s) executed by them.

7. CURTAILMENT

If, due to an emergency situation or when unexpected capacity loss occurs after scheduling, GTS' capability to receive or deliver quantities is impaired so that GTS is unable to receive or deliver the quantities provided for in its Firm Wheeling Service Agreements with Customers, then capacity, receipts or deliveries will be curtailed according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

8. GENERAL TERMS AND CONDITIONS

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

FIRM WHEELING SERVICE AGREEMENT

[For Use Under Rate Schedule FWS. GTS also may add an informational header or footer that includes page numbers, file name, and other information that identifies the Agreement. Information within brackets within this Firm Wheeling Service Agreement is for informational purposes for completing the agreement and will be removed.]

Agreement/Contract Number: _____

This Agreement is made as of the _____ day of _____, _____, by and between Golden Triangle Storage, Inc., a Delaware corporation herein called "GTS," and _____, a(n) _____ [Fill in blank with corporation, etc.] herein called "Customer," (each of GTS and Customer, a "Party," and collectively, the "Parties") pursuant to the following recitals and representations:

WHEREAS GTS owns and operates a gas storage facility known as the GTS Facility, located in Texas, and is authorized to provide natural gas storage and related services in interstate commerce by way of the GTS Facility; and

WHEREAS, Customer has requested that GTS provide Firm Wheeling Service for Customer; and

WHEREAS, GTS has agreed to provide such Firm Wheeling Service for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, GTS and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of GTS' Rate Schedule FWS, and of this Agreement, GTS shall receive for Customer at Point(s) of Receipt located on GTS' system daily quantities of Gas up to Customer's Maximum Daily Firm Wheeling Quantity ("MDFTQ"), plus fuel in kind volumes if applicable as set forth on Exhibit A hereto, and transport and deliver for Customer at the Point(s) of Delivery located on GTS' system daily quantities of Gas up to Customer's MDFTQ as set forth on Exhibit A hereto.

GTS and Customer may enter into transaction(s) for Interruptible Authorized Wheeling Overrun Gas during the term of this Agreement and pursuant to the Transaction Confirmation Procedure set forth at Section 34 of the General Terms and Conditions of GTS' FERC Gas Tariff. GTS shall receive for Customer at Point(s) of Receipt located on GTS' system daily quantities of Gas up to Customer's Authorized Overrun Wheeling Quantity ("AOWQ"), plus fuel in kind volumes if applicable, and wheel and deliver for Customer at the Point(s) of Delivery located on GTS' system daily quantities of Gas up to Customer's AOWQ as set forth on Exhibit B Transaction Confirmation hereto.

ARTICLE II – POINTS OF RECEIPT AND DELIVERY

The point(s) at which the Gas for Firm Wheeling Service is to be tendered by Customer to GTS under this contract shall be the Point(s) of Receipt, including the Maximum Daily Receipt Quantity for ("MDRQ") for each point, designated on Exhibit A hereto (Customer's Point(s) of Receipt).

The point(s) at which the Gas for Firm Wheeling Service is to be tendered by GTS to Customer under this contract shall be the Point(s) of Delivery, including the Maximum Daily Delivery Quantity for ("MDDQ") for each point, designated on Exhibit A hereto (Customer's Point(s) of Delivery).

The point(s) at which Interruptible Authorized Overrun Wheeling Gas is to be tendered by GTS to Customer, if applicable under this contract shall be the Point(s) of Delivery, including the Maximum Daily Delivery Quantity for ("MDDQ") for each point, designated on Exhibit B Transaction Confirmation hereto (Customer's Point(s) of Delivery).

The point(s) at which Interruptible Authorized Overrun Wheeling Gas is to be tendered by Customer to GTS, if applicable under this contract shall be the Point(s) of Receipt, including the Maximum Daily Receipt Quantity for ("MDRQ") for each point, designated on Exhibit B Transaction Confirmation hereto (Customer's Point(s) of Receipt).

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ARTICLE III – PRICE

1. Customer agrees to pay GTS the charges set forth on Exhibit A hereto for the Firm Wheeling Service furnished to Customer hereunder. Customer agrees to pay GTS the charges set forth on Exhibit B Transaction Confirmation hereto for Interruptible Authorized Wheeling Overrun service furnished to Customer hereunder if applicable.
2. Customer further agrees to pay GTS all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule FWS.
3. Taxes - Customer shall reimburse GTS for all applicable taxes as may be assessed GTS for the receipt or delivery of Customer's Gas.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms of GTS' Rate Schedule FWS, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule or General Terms and Conditions as may from time to time be filed and made effective by GTS).

ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of _____, ____ and shall remain in force and effect until _____, ____ (the "Term").

ARTICLE VI – NOTICES

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and shall be delivered personally, sent by facsimile transmission (with transmission confirmation by sender's machine), emailed, sent by reliable delivery service or mailed by regular mail, effective as of the postmarked date, to the post office address of the party intended to receive the same, as follows:

GTS:	Golden Triangle Storage, Inc. 1200 Smith Street, Suite 900 Houston, Texas 77002
Attention:	_____
Facsimile:	_____
Email:	_____
CUSTOMER:	
NOTICES:	_____ _____ _____
Attention:	_____
Facsimile:	_____
Email:	_____
BILLING:	_____ _____ _____
Attention:	_____
Facsimile:	_____
Email:	_____

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[Additional notice contacts may be added for GTS and Customer.]

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

ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company, which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of GTS or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise no assignment of the contract or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of GTS' FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the contract from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VIII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.

ARTICLE X - PRIOR AGREEMENTS CANCELLED

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

Firm Wheeling Service Agreement, dated _____, _____

ARTICLE XI - MISCELLANEOUS

11.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

11.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

11.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

11.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

11.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than GTS or Customer.

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11.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

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

Golden Triangle Storage, Inc.

By _____

Name (Print) _____

Title _____

Date _____

[Customer]

By _____

Name (Print) _____

Title _____

Date _____

Exhibit A to the Firm Wheeling Service Agreement
between GTS and _____ (Customer)
Dated _____

Agreement/Contract Number: _____

Maximum Contract Quantities:

Maximum Daily Firm Wheeling Quantity ("MDFTQ"): _____ Dth

Primary Point(s) of Receipt and Point(s) of Delivery:*

Primary Receipt Point: _____ [**]
Maximum Daily Receipt Quantity (MDRQ): _____ Dth
Fuel Charge: _____ \$/Dth or Fuel In Kind %

Primary Delivery Point: _____ [**]
Maximum Daily Delivery Quantity (MDDQ): _____ Dth
Fuel Charge: _____ \$/Dth or Fuel In Kind %

*The total of the individual MDRQs for the Primary Point(s) of Receipt shall equal the MDFTQ. The total of the individual MDDQs for the Primary Point(s) of Delivery shall equal the MDFTQ.

[** Add additional lines for multiple Point(s) of Receipt and/or Delivery.]

Secondary Point(s) of Receipt and Point(s) of Delivery:

_____ No secondary Points of Receipt or Delivery applicable to Customer's Agreement

_____ Customer shall have the right to use secondary Points of Receipt or Delivery at the following points:

Secondary Point of Receipt: _____ [*]
Maximum Daily Receipt Quantity (MDRQ): _____ Dth
Fuel Charge: _____ \$/Dth or Fuel In Kind %

Secondary Point of Delivery: _____ [*]
Maximum Daily Delivery Quantity (MDDQ): _____ Dth
Fuel Charge: _____ \$/Dth or Fuel In Kind %

[* Add additional lines for multiple Point(s) of Receipt and/or Delivery.]

Rates and Charges:

Wheeling Capacity Reservation Charge: _____ \$/Dth/ _____ of MDFTQ

Wheeling Usage Charge: _____ \$/Dth

Fuel Charge: \$/Dth or Fuel In Kind % (See Primary and Secondary Point(s) of Receipt and Point(s) of Delivery above.)

Golden Triangle Storage, Inc.

By _____

Name (Print) _____

Title _____

Date _____

Effective On: _____, 2014

Docket Number: _____

[Customer]

By _____

Name (Print) _____

Title _____

Date _____

Exhibit B to the Firm Wheeling Service Agreement
between GTS and _____ (Customer)
Interruptible Authorized Overrun Wheeling Transaction Confirmation

GTS Contract Number: _____

GTS Confirmation Number: _____

Maximum Contract Quantities:

Maximum Authorized Overrun Wheeling Quantity: _____ Dth

Term:

Begin Date: _____

End Date: _____

Rates and Charges:

Authorized Wheeling Overrun Usage Charge: _____ \$/Dth

Fuel Charge: In Kind % or \$/Dth (See Point(s) of Receipt and Point(s) of Delivery below.)

Point(s) of Receipt and Point(s) of Delivery:

Point(s) of Receipt: [*]

Point of Receipt: _____
Maximum Daily Receipt Quantity (MDRQ): _____ Dth
Fuel Charge: _____ In Kind % or \$/Dth

Point(s) of Delivery: [*]

Point of Delivery: _____
Maximum Daily Receipt Quantity (MDDQ): _____ Dth
Fuel Charge: _____ In Kind % or \$/Dth

[* Add additional lines for multiple Points of Receipt or Delivery.]

GTS and Customer may enter into a transaction for Interruptible Authorized Overrun Wheeling pursuant to the Transaction Confirmation Procedure set forth at Section 34 of the General Terms and Conditions of GTS' FERC Gas Tariff.

Customer:

Name (Print): _____

Title: _____

Signature: _____ Date: _____ Time: _____

Facsimile Number: _____

GTS Approval:

Name (Print): _____

Title: _____

Signature: _____ Date: _____ Time: _____

Facsimile Number: _____

Effective On: _____, 2014

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