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Effective Date: 08/15/2000 Status: Effective

FERC Docket: RP00-496-001

1st Revised Sheet No. 0 Total Peaking Services, L. L. C.: Original Volume No. 1
1st Revised Sheet No. 0 : Effective
Superseding: Original Sheet No. 0

FERC GAS TARIFF
ORIGINAL VOLUME NO. 1
OF
TOTAL PEAKING SERVICES, L.L.C.
FILED WITH THE
FEDERAL ENERGY REGULATORY COMMISSION

Any communications regarding this Tariff should
be addressed to:

Total Peaking Services, L.L.C.
775 Oronoque Road
Milford, Connecticut, 06460

Effective Date: 04/01/1998 Status: Effective
FERC Docket: CP96-339-001

Original Sheet No. 1 Original Sheet No. 1 : Effective

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Effective Date: 04/01/1998 Status: Effective

FERC Docket: CP96-339-001

Original Sheet No. 2 Original Sheet No. 2 : Effective

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Effective Date: 07/01/2003 Status: Effective

FERC Docket: RP03-495-000

First Revised Sheet No. 3 First Revised Sheet No. 3 : Effective
Superseding: Original Sheet No. 3

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Effective Date: 04/01/1998 Status: Effective

FERC Docket: CP96-339-001

Original Sheet No. 4 Original Sheet No. 4 : Effective

PRELIMINARY STATEMENT

This Original Volume No. 1 of Total Peaking Services, L.L.C.'s FERC Gas Tariff contains the Rate Statements, Rate Schedules and General Terms and Conditions applicable to open access storage services performed by Total Peaking Services L.L.C., pursuant to Rate Schedules LSV, LNG, LNG-I, and LSV-I.

Total Peaking Services L.L.C. ("Total Peaking") is a Delaware limited liability company principally engaged in the business of liquefied natural gas storage services under authorization granted by, and subject to the jurisdiction of, the Federal Energy Regulatory Commission. Total Peaking owns a liquefied natural gas peaking facility in the State of Connecticut. Total Peaking uses this facilities to provide gas storage services pursuant to this Tariff.

Effective Date: 04/01/1998 Status: Effective

FERC Docket: CP96-339-001

Original Sheet No. 5 Original Sheet No. 5 : Effective

MAP

Effective Date: 04/01/1998 Status: Effective
FERC Docket: CP96-339-001

Original Sheet No. 6 Original Sheet No. 6 : Effective

LSV RATE STATEMENT
FIRM LIQUEFACTION, STORAGE, AND VAPORIZATION SERVICE

CHARGE	\$/PER DT PER MONTH
Capacity Reservation Charge:	Market-based/negotiable
Space Charge:	Market-based/negotiable
Authorized Overrun Charge:	Market-based/negotiable
Unauthorized Overrun Charge:	Market-based/negotiable
Liquefaction Demand Charge:	Market-based/negotiable
Liquefaction Usage Charge:	Market-based/negotiable
Authorized Injection Charge:	Market-based/negotiable
Vaporization Demand Charge:	Market-based/negotiable
Vaporization Usage Charge:	Market-based/negotiable
Authorized Withdrawal Charge:	Market-based/negotiable
Fuel Reimbursement:	Market-based/negotiable
Balancing:	Market-based/negotiable

All applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Service Agreement, and all other applicable surcharges, including but not limited to, the GRI and ACA Charges, shall also be paid by Customer.

Effective Date: 04/01/1998 Status: Effective
FERC Docket: CP96-339-001

Original Sheet No. 7 Original Sheet No. 7 : Effective

LNG RATE STATEMENT
FIRM LNG STORAGE SERVICE

CHARGE	\$/PER DT PER MONTH
Capacity Reservation Charge:	Market-based/negotiable
Space Charge:	Market-based/negotiable
Authorized Overrun Charge:	Market-based/negotiable
Unauthorized Overrun Charge:	Market-based/negotiable
Injection Demand Charge:	Market-based/negotiable
Injection Usage Charge:	Market-based/negotiable
Authorized Liquefaction Charge:	Market-based/negotiable
Withdrawal Demand Charge:	Market-based/negotiable
Withdrawal Usage Charge:	Market-based/negotiable
Authorized Vaporization Charge:	Market-based/negotiable
Fuel Reimbursement:	Market-based/negotiable
Balancing:	Market-based/negotiable

All applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Service Agreement, and all other applicable surcharges, including but not limited to, the GRI and ACA Charges, shall also be paid by Customer.

Effective Date: 04/01/1998 Status: Effective
FERC Docket: CP96-339-001

Original Sheet No. 8 Original Sheet No. 8 : Effective

LNG-I RATE STATEMENT
INTERRUPTIBLE LNG STORAGE SERVICE

CHARGE	\$/PER DT PER MONTH
Monthly Inventory Charge:	Market-based/negotiable
Space Charge:	Market-based/negotiable
Authorized Overrun Charge:	Market-based/negotiable
Unauthorized Overrun Charge:	Market-based/negotiable
Injection Charge:	Market-based/negotiable
Authorized Liquefaction Charge:	Market-based/negotiable
Withdrawal Charge:	Market-based/negotiable
Authorized Vaporization Charge:	Market-based/negotiable
Fuel Reimbursement:	Market-based/negotiable
Balancing:	Market-based/negotiable

All applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Service Agreement, and all other applicable surcharges, including but not limited to, the GRI and ACA Charges, shall also be paid by Customer.

Effective Date: 04/01/1998 Status: Effective
FERC Docket: CP96-339-001

Original Sheet No. 9 Original Sheet No. 9 : Effective

LSV-I RATE STATEMENT
INTERRUPTIBLE LIQUEFACTION,
STORAGE, AND VAPORIZATION SERVICE

CHARGE	\$/PER DT PER MONTH
Monthly Inventory Charge:	Market-based/negotiable
Space Charge:	Market-based/negotiable
Authorized Overrun Charge:	Market-based/negotiable
Unauthorized Overrun Charge:	Market-based/negotiable
Liquefaction Charge:	Market-based/negotiable
Authorized Injection Charge:	Market-based/negotiable
Vaporization Charge:	Market-based/negotiable
Authorized Withdrawal Charge:	Market-based/negotiable
Fuel Reimbursement:	Market-based/negotiable
Balancing:	Market-based/negotiable

All applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Service Agreement, and all other applicable surcharges, including but not limited to, the GRI and ACA Charges, shall also be paid by Customer.

Effective Date: 08/15/2000 Status: Effective
FERC Docket: RP00-496-001

1st Revised Sheet No. 10 1st Revised Sheet No. 10 : Effective
Superseding: Original Sheet No. 10

RATE SCHEDULE LSV
FIRM LIQUEFACTION, STORAGE, AND VAPORIZATION SERVICE

1. AVAILABILITY

This rate schedule is available for the purchase from Total Peaking of a firm service consisting of the liquefaction of natural gas; the storage of LNG; the vaporization LNG; and delivery of LNG or Regasified natural gas to Customer, provided that:

- (a) Total Peaking has determined that it has sufficient available and uncommitted firm storage capacity and injection and withdrawal capacity to perform service requested by Customer;
- (b) Customer and Total Peaking have executed a firm storage service agreement under this rate schedule; and
- (c) Customer accepts responsibility for arranging any transportation service required for utilization of the storage service provided under this rate schedule.
- (d) Availability of service under this rate schedule shall be subject to a determination by Total Peaking that service requested hereunder shall not cause a reduction in Total Peaking's ability to provide other firm services.
- (e) Service under this rate schedule may not be available to the extent that Total Peaking would be required to construct, modify, expand or acquire any facilities to enable Total Peaking to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability

This rate schedule shall apply to natural gas or LNG made available by Customer to Total Peaking at Total Peaking's Facilities and nominated for storage under this Rate Schedule up to the Maximum Contract Storage Capacity (MCSC) set forth in the Service Agreement and to the subsequent delivery by Total Peaking of stored LNG to Customer in either liquid or gaseous state, subject to the availability of capacity, the General Terms and Conditions and the further provision of the Service Agreement. Service rendered under this rate schedule shall be firm and shall not be subject to curtailment or interruption except as provided in Sections 6 and 16 of the General Terms and Conditions.

RATE SCHEDULE LSV
FIRM LIQUEFACTION, STORAGE, AND VAPORIZATION SERVICE
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

- 2.2 Service rendered under this rate schedule shall consist of the receipt of natural gas at the Point of Receipt (Gas), the liquefaction of natural gas up to Customer's Maximum Daily Liquefaction Volume, the storage of LNG up to Customer's Maximum Contract Storage Capacity, the vaporization of the LNG up to Customer's Maximum Daily Vaporization Volume, and the subsequent delivery as Regasified LNG at the Point of Delivery (Gas), all on a firm basis.
- 2.3 Customer may also elect to inject LNG at the Point of Receipt (LNG) or withdraw LNG at the Point of Delivery (LNG), subject to availability, this Rate Schedule, and the General Terms and Conditions; provided, however, that Customer must nominate the means of receipt or delivery or both, subject to the provision of section 4 of the General Terms and Conditions.
- 2.4 Natural gas or LNG may be received, subject to nomination by Customer and available MCSC. Natural gas or regasified LNG may be delivered at any time, subject to nomination by Customer and available LNG in storage ("Storage Volume"). The available Storage Volume shall be increased, up to the MCSC, by the Quantity of LNG that Customer transfers into storage in accordance with Section 5 of the General Terms and Conditions. The available Storage Volume shall be reduced by Customer's share of Boil-Off and the LNG that Customer transfers out of Storage in accordance with Section 5 of the General Terms and Conditions.
- 2.5 A Customer may obtain liquefaction service over its Maximum Daily Liquefaction Volume if (i) all firm service customer nominations for liquefaction have been satisfied and (ii) Customer has storage capacity available.
- 2.6 A Customer may obtain injection service if (i) all LNG Customer nominations have been satisfied, (ii) Customer nominates the injection service, and (iii) Customer has storage capacity available.
- 2.7 A Customer may obtain vaporization service over its Maximum Daily Vaporization Volume if (i) all firm service customer nominations for vaporization have been satisfied and (ii) Customer has sufficient LNG in storage available.

RATE SCHEDULE LSV
FIRM LIQUEFACTION, STORAGE, AND VAPORIZATION SERVICE
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.8 A Customer may obtain withdrawal service if (i) all LNG Customer nominations have been satisfied, (ii) Customer nominates the withdrawal service, and (iii) Customer has sufficient available LNG in storage.

3. RATES AND FUEL

3.1 The rates for service under this rate schedule shall be market-based as negotiated between Total Peaking and Customer and shall include the applicable rate components set forth in the LSV Rate Statement and as described below:

- (a) Capacity Reservation Charge. A monthly charge for each Dt of Customer's Maximum Contract Storage Capacity.
- (b) Space Charge. A monthly charge for each Dt of Customer's Storage Volume, as measured by total receipts of LNG for a particular Month.
- (c) Authorized Overrun Charge. A charge for each authorized Dt of LNG (over Customer's Maximum Contract Storage Capacity) per day stored during the month, as measured at the end of each day.
- (d) Unauthorized Overrun Charge. A charge for each unauthorized Dt of LNG (over Customer's Maximum Contract Storage Capacity) per day stored during the month, as measured at the end of each day.
- (e) Liquefaction Demand Charge. A monthly charge for each Dt of Customer's Maximum Daily Liquefaction Volume.
- (f) Liquefaction Usage Charge. A charge for each Dt of Customer's nominated gas actually liquefied at Total Peaking's Facilities, plus fuel reimbursement.
- (g) Authorized Injection Charge. A charge for each Dt of Customer's nominated LNG received from Customer's Truck(s) for storage at Total Peaking's Facilities, provided that all LNG service customer nominations for injection have been satisfied and that Customer has storage capacity available.

Effective Date: 04/01/1998 Status: Effective
FERC Docket: CP96-339-001

Original Sheet No. 13 Original Sheet No. 13 : Effective

RATE SCHEDULE LSV
FIRM LIQUEFACTION, STORAGE, AND VAPORIZATION SERVICE
(Continued)

3. RATES AND FUEL (Continued)

- (h) Vaporization Demand Charge. A charge for each Dt of Customer's Maximum Daily Vaporization Volume.
- (i) Vaporization Usage Charge. A charge for each Dt gas vaporized at Total Peaking's Facilities, plus fuel reimbursement.
- (j) Authorized Withdrawal Charge. A charge for each Dt of Customer's nominated LNG by Customer's Truck(s) from Total Peaking's Facilities, provided that all LNG service customer nominations for withdrawal have been satisfied and that Customer has available LNG in storage.
- (k) Fuel Reimbursement. Total Peaking shall retain from Customer's quantities delivered for liquefaction and to be received after vaporization a percentage of such gas as compensation for fuel and gas otherwise used, or lost and unaccounted for in Total Peaking's operations. Accordingly, Customer shall also deliver or cause to be delivered to Total Peaking such additional quantities of gas to be retained by Total Peaking. Such amounts shall be negotiated between Total Peaking and Customer.
- (l) Balancing. If balancing or other charges are incurred in accordance with the General Terms and Conditions, then such charges shall also be applicable.
- (m) Regulatory Fees and Charges. Customer shall reimburse Total Peaking 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.
- (n) Taxes. Customer shall reimburse Total Peaking for all applicable taxes as may be assessed Total Peaking.

4. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Total Peaking's FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this rate schedule, where applicable. In the event of any inconsistencies between the General Terms and Conditions and this Rate Schedule LSV, the terms and conditions of this Rate Schedule LSV shall control.

Effective Date: 04/01/1998 Status: Effective

FERC Docket: CP96-339-001

Original Sheet No. 14 Original Sheet No. 14 : Effective

RATE SCHEDULE LSV
FIRM LIQUEFACTION, STORAGE, AND VAPORIZATION SERVICE
(Continued)

5. RESERVATIONS

Total Peaking reserves the right from time to time unilaterally to make any changes to, or to supersede, the rates and charges and other terms in this Rate Schedule LSV and the other provisions of Total Peaking's FERC Gas Tariff, and the applicability thereof, including the Form or Service Agreement hereunder, subject to the provisions of the Natural Gas Act and the Commission's regulations thereunder.

Effective Date: 04/01/1998 Status: Effective

FERC Docket: CP96-339-001

Original Sheet Nos. 15 And 16 Original Sheet Nos. 15 And 16 : Effective

[SHEET NOS. 15 AND 16 ARE RESERVED FOR FUTURE USE]

Effective Date: 08/15/2000 Status: Effective
FERC Docket: RP00-496-001

1st Revised Sheet No. 17 1st Revised Sheet No. 17 : Effective
Superseding: Original Sheet No. 17

RATE SCHEDULE LNG
FIRM LNG STORAGE SERVICE

1. AVAILABILITY

This rate schedule is available for the purchase from Total Peaking of a service consisting of the storage of LNG; and the delivery of LNG to Customer, provided that:

- (a) Total Peaking has determined that it has sufficient available and uncommitted storage capacity and injection and withdrawal capacity to perform service requested by Customer;
- (b) Customer and Total Peaking have executed a storage service agreement under this rate schedule;
- (c) Customer accepts responsibility for arranging any liquefaction and transportation service required for utilization of the storage service provided under this rate schedule;
- (d) Customer agrees that the LNG delivered to Total Peaking shall conform to the quality specifications set forth in Section 10 of the General Terms and Conditions of this FERC Gas Tariff;
- (e) Availability of service under this rate schedule shall be subject to a determination by Total Peaking that service requested hereunder shall not cause a reduction in Total Peaking's ability to provide other firm services; and
- (f) Service under this rate schedule may not be available to the extent that Total Peaking would be required to construct, modify, expand or acquire any facilities to enable Total Peaking to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability

This rate schedule shall apply to LNG made available by Customer to Total Peaking at Total Peaking's Facilities and nominated for storage under this Rate Schedule up to the Maximum Contract Storage Capacity (MCSC) set forth in the Service Agreement and to the subsequent delivery by Total Peaking of stored LNG to Customer in either liquid or gaseous state, subject to the availability of capacity, the General Terms and Conditions and the further provision of the Service Agreement. Service rendered under this rate schedule shall be firm and shall not be subject to curtailment or interruption except as provided in Sections 6 and 16 of the General Terms and Conditions.

RATE SCHEDULE LNG
FIRM STORAGE SERVICE
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

- 2.2 Service rendered under this rate schedule shall consist of the receipt of LNG from Customer's Truck(s) up to Customer's Maximum Daily Injection Volume at the Point of Receipt (LNG), the storage of LNG up to Customer's Maximum Contract Storage Capacity, and the subsequent withdrawal of LNG and delivery to Customer's Truck(s) up to Customer's Maximum Daily Withdrawal Volume at the Point of Delivery (LNG), all on a firm basis.
- 2.3 Customer may also elect to tender natural gas for liquefaction at the Point of Receipt (Gas) or receive Regasified LNG at the Point of Delivery (Gas), subject to availability, this Rate Schedule, and the General Terms and Conditions; provided, however, that Customer must nominate the means of receipt or delivery or both, subject to the provision of section 4 of the General Terms and Conditions.
- 2.4 LNG or natural gas may be received, subject to nomination by Customer and available MCSC. LNG or natural gas may be delivered at any time, subject to nomination by Customer and available Storage Volume. The available Storage Volume shall be increased, up to the MCSC, by the Quantity of LNG that Customer transfers into storage in accordance with Section 5 of the General Terms and Conditions. The available Storage Volume shall be reduced by Customer's share of Boil-Off and the LNG that Customer transfers out of Storage in accordance with Section 5 of the General Terms and Conditions.
- 2.5 A Customer may obtain injection service over its Maximum Daily Injection Volume if (i) all firm service customer nominations for injection have been satisfied and (ii) Customer has storage capacity available.
- 2.6 A Customer may obtain liquefaction service if (i) all LSV Customer nominations have been satisfied, (ii) Customer nominates the liquefaction service, and (iii) Customer has storage capacity available.
- 2.7 A Customer may obtain withdrawal service over its Maximum Daily Withdrawal Volume if (i) all firm service customer nominations for withdrawal have been satisfied and (ii) Customer has sufficient available LNG in storage.
- 2.8 A Customer may obtain vaporization service if (i) all LSV Customer nominations have been satisfied, (ii) Customer nominates the vaporization service, and (iii) Customer has sufficient available LNG in storage.

RATE SCHEDULE LNG
FIRM STORAGE SERVICE
(Continued)

3. RATES AND FUEL

The rates for service under this rate schedule shall be market-based as negotiated between Total Peaking and Customer and shall include the applicable rate components set forth in the LNG Rate Statement and as described below:

- (a) Capacity Reservation Charge. A monthly charge for each Dt of Customer's Maximum Contract Storage Capacity.
- (b) Space Charge. A monthly charge for each Dt of Customer's Storage Volume, as measured by total receipts of LNG for a particular Month.
- (c) Authorized Overrun Charge. A charge for each authorized Dt of LNG (over Customer's Maximum Contract Storage Capacity) per day stored during the month, as measured at the end of each day.
- (d) Unauthorized Overrun Charge. A charge for each unauthorized Dt of LNG (over Customer's Maximum Contract Storage Capacity) per day stored during the month, as measured at the end of each day.
- (e) Injection Demand Charge. A monthly charge for each Dt of Customer's Maximum Daily Injection Volume.
- (f) Injection Usage Charge. A charge for each Dt of Customer's nominated LNG received from Customer's Truck(s) for storage.
- (g) Authorized Liquefaction Charge. A charge for each Dt of Customer's nominated gas to be liquefied at Total Peaking's Facilities, provided that all LSV service customer nominations for liquefaction have been satisfied and that Customer has storage capacity available, plus fuel reimbursement.
- (h) Withdrawal Demand Charge. A charge for each Dt of Customer's Maximum Daily Withdrawal Volume.
- (i) Withdrawal Usage Charge. A charge for each Dt of nominated LNG Total Peaking delivers from storage to Customer's Truck(s).

Effective Date: 04/01/1998 Status: Effective

FERC Docket: CP96-339-001

Original Sheet No. 20 Original Sheet No. 20 : Effective

RATE SCHEDULE LNG
FIRM STORAGE SERVICE
(Continued)

3. RATES AND FUEL
(Continued)

- (j) Authorized Vaporization Charge. A charge for quantities of LNG nominated, scheduled and vaporized, provided that all firm service customer nominations for vaporization have been satisfied and that Customer has available LNG in storage, plus fuel reimbursement.

Effective Date: 04/01/1998 Status: Effective
FERC Docket: CP96-339-001

Original Sheet No. 21 Original Sheet No. 21 : Effective

RATE SCHEDULE LNG
FIRM STORAGE SERVICE
(Continued)

3. RATES AND FUEL (Continued)

- (k) Fuel Reimbursement. Total Peaking shall retain from Customer's quantities delivered for liquefaction and to be received after vaporization a percentage of such gas as compensation for fuel and gas otherwise used, or lost and unaccounted for in Total Peaking's operations. Accordingly, Customer shall also deliver or cause to be delivered to Total Peaking such additional quantities of gas to be retained by Total Peaking. Such amounts shall be negotiated between Total Peaking and Customer.
- (l) Balancing. If balancing or other charges are incurred in accordance with the General Terms and Conditions, then such charges shall also be applicable.
- (m) Regulatory Fees and Charges. Customer shall reimburse Total Peaking 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.
- (n) Taxes. Customer shall reimburse Total Peaking for all applicable taxes as may be assessed Total Peaking.

4. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Total Peaking's FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this rate schedule, where applicable. In the event of any inconsistencies between the General Terms and Conditions and this Rate Schedule LNG, the terms and conditions of this Rate Schedule LNG shall control.

5. RESERVATIONS

Total Peaking reserves the right from time to time unilaterally to make any changes to, or to supersede, the rates and charges and other terms in this Rate Schedule LNG and the other provisions of Total Peaking's FERC Gas Tariff, and the applicability thereof, including the Form or Service Agreement hereunder, subject to the provisions of the Natural Gas Act and the Commission's regulations thereunder.

Effective Date: 04/01/1998 Status: Effective

FERC Docket: CP96-339-001

Original Sheet Nos. 22 And 23 Original Sheet Nos. 22 And 23 : Effective

[SHEET NOS. 22 AND 23 ARE RESERVED FOR FUTURE USE]

Effective Date: 04/01/1998 Status: Effective
FERC Docket: CP96-339-001

Original Sheet No. 24 Original Sheet No. 24 : Effective

RATE SCHEDULE LNG-I
INTERRUPTIBLE LNG STORAGE SERVICE

1. AVAILABILITY

This rate schedule is available for the purchase from Total Peaking of a service consisting of the interruptible storage of LNG; and the delivery of LNG to Customer, provided that:

- (a) Total Peaking has determined that it has sufficient available and uncommitted storage capacity and injection and withdrawal capacity to perform service requested by Customer;
- (b) Customer and Total Peaking have executed a storage service agreement under this rate schedule;
- (c) Customer accepts responsibility for arranging any liquefaction and transportation service required for utilization of the storage service provided under this rate schedule;
- (d) Interruptible storage service under Rate Schedule LNG-I shall be available only to the extent that the storage capacity, receipt, and delivery services under Rate Schedules LSV and LNG are not required for such firm storage service. Total Peaking shall not be required to perform service under Rate Schedule LNG-I when Customer cannot demonstrate to Total Peaking's satisfaction that Customer will have the ability to remove LNG quantities required pursuant to Section 27 of the General Terms and Conditions of this tariff.
- (e) Customer agrees that the LNG delivered to Total Peaking shall conform to the quality specifications set forth in Section 10 of the General Terms and Conditions of this FERC Gas Tariff;
- (f) Availability of service under this rate schedule shall be subject to a determination by Total Peaking that service requested hereunder shall not cause a reduction in Total Peaking's ability to provide firm services under Rate Schedules LSV and LNG; and
- (g) Service under this rate schedule may not be available to the extent that Total Peaking would be required to construct, modify, expand or acquire any facilities to enable Total Peaking to perform the requested services.

RATE SCHEDULE LNG-I
INTERRUPTIBLE LNG STORAGE SERVICE
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability

This rate schedule shall apply to LNG made available by Customer to Total Peaking at Total Peaking's Facilities and nominated for storage under this Rate Schedule up to the Maximum Contract Storage Capacity (MCSC) set forth in the Service Agreement and to the subsequent delivery by Total Peaking of stored LNG to Customer in either liquid or gaseous, subject to the availability of capacity, the General Terms and Conditions and the further provision of the Service Agreement. Service rendered under this rate schedule shall be interruptible and subject to Sections 6 and 16 of the General Terms and Conditions.

2.2 Service rendered under this rate schedule shall consist of the receipt of LNG from Customer's Truck(s) up to Customer's Maximum Daily Injection Volume at the Point of Receipt (LNG), the storage of LNG up to Customer's Maximum Contract Storage Capacity, and the subsequent withdrawal of LNG and delivery to Customer's Truck(s) up to Customer's Maximum Daily Withdrawal Volume at the Point of Delivery (LNG), all on an interruptible basis.

2.3 Customer may also elect to tender natural gas for liquefaction at the Point of Receipt (Gas) or receive Regasified LNG at the Point of Delivery (Gas), subject to availability, this Rate Schedule, and the General Terms and Conditions; provided, however, that Customer must nominate the means of receipt or delivery or both, subject to the provision of section 4 of the General Terms and Conditions.

2.4 LNG or natural gas may be received, subject to nomination by Customer and available MCSC. LNG or natural gas may be delivered at any time, subject to nomination by Customer and available Storage Volume. The available Storage Volume shall be increased, up to the MCSC, by the Quantity of LNG that Customer transfers into storage in accordance with Section 5 of the General Terms and Conditions. The available Storage Volume shall be reduced by Customer's share of Boil-Off and the LNG that Customer transfers out of Storage in accordance with Section 5 of the General Terms and Conditions.

2.5 A Customer may obtain injection service over its Maximum Daily Injection Volume if (i) all firm and interruptible service customer nominations for injection have been satisfied and (ii) Customer has storage capacity available.

RATE SCHEDULE LNG-I
INTERRUPTIBLE LNG STORAGE SERVICE
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

- 2.6 A Customer may obtain liquefaction service if (i) all LSV, LNG, and LSV-1 Customer nominations for liquefaction have been satisfied, (ii) Customer nominates the liquefaction service, and (iii) Customer has storage capacity available.
- 2.7 A Customer may obtain withdrawal service over its Maximum Daily Withdrawal Volume if (i) all firm and interruptible service customer nominations for withdrawal have been satisfied and (ii) Customer has sufficient available LNG in storage.
- 2.8 A Customer may obtain vaporization service if (i) all LSV, LNG, and LSV-1 Customer nominations for vaporization have been satisfied, (ii) Customer nominates the vaporization service, and (iii) Customer has sufficient available LNG in storage.

3. RATES AND FUEL

The rates for service under this rate schedule shall be market-based as negotiated between Total Peaking and Customer and shall include the applicable rate components set forth in the LNG-I Rate Statement and as described below:

- (a) Monthly Inventory Charge. A monthly charge equal to the product of the Inventory Charge per Dt times the average daily Storage Volume for the Month.
- (b) Space Charge. A monthly charge for each Dt of Customer's Storage Volume, as measured by total receipts of LNG for a particular Month.
- (c) Authorized Overrun Charge. A charge for each authorized Dt of LNG (over Customer's Maximum Contract Storage Capacity) per day stored during the month, as measured at the end of each day.
- (d) Unauthorized Overrun Charge. A charge for each unauthorized Dt of LNG (over Customer's Maximum Contract Storage Capacity) per day stored during the month, as measured at the end of each day.
- (e) Injection Charge. A charge for each Dt of Customer's nominated LNG received from Customer's Truck(s) for storage, plus fuel reimbursement.

Effective Date: 04/01/1998 Status: Effective
FERC Docket: CP96-339-001

Original Sheet No. 27 Original Sheet No. 27 : Effective

RATE SCHEDULE LNG-I
INTERRUPTIBLE LNG STORAGE SERVICE
(Continued)

3. RATES AND FUEL (Continued)

- (f) Authorized Liquefaction Charge. A charge for each Dt of Customer's nominated gas to be liquefied at Total Peaking's Facilities, provided that all LSV, LNG, and LSV-1 service customer nominations for liquefaction have been satisfied and that Customer has storage capacity available, plus fuel reimbursement.
- (g) Withdrawal Charge. A charge for each Dt of nominated LNG Total Peaking delivers from storage to Customer's Truck(s), plus fuel reimbursement.
- (h) Authorized Vaporization Charge. A charge for quantities of LNG nominated, scheduled and vaporized, provided that all LSV, LNG, and LSV-1 service customer nominations for vaporization have been satisfied and that Customer has available LNG in storage, plus fuel reimbursement.
- (i) Fuel Reimbursement. Total Peaking shall retain from Customer's quantities delivered for liquefaction and to be received after vaporization a percentage of such gas as compensation for fuel and gas otherwise used, or lost and unaccounted for in Total Peaking's operations. Accordingly, Customer shall also deliver or cause to be delivered to Total Peaking such additional quantities of gas to be retained by Total Peaking. Such amounts shall be negotiated between Total Peaking and Customer.
- (j) Balancing. If balancing or other charges are incurred in accordance with the General Terms and Conditions, then such charges shall also be applicable.
- (k) Regulatory Fees and Charges. Customer shall reimburse Total Peaking 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.
- (l) Taxes. Customer shall reimburse Total Peaking for all applicable taxes as may be assessed Total Peaking.

Effective Date: 04/01/1998 Status: Effective
FERC Docket: CP96-339-001

Original Sheet No. 28 Original Sheet No. 28 : Effective

RATE SCHEDULE LNG-I
INTERRUPTIBLE LNG STORAGE SERVICE
(Continued)

4. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Total Peaking's FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this rate schedule, where applicable. In the event of any inconsistencies between the General Terms and Conditions and this Rate Schedule LNG-I, the terms and conditions of this Rate Schedule LNG shall control.

5. RESERVATIONS

Total Peaking reserves the right from time to time unilaterally to make any changes to, or to supersede, the rates and charges and other terms in this Rate Schedule LNG-I and the other provisions of Total Peaking's FERC Gas Tariff, and the applicability thereof, including the Form or Service Agreement hereunder, subject to the provisions of the Natural Gas Act and the Commission's regulations thereunder.

Effective Date: 04/01/1998 Status: Effective

FERC Docket: CP96-339-001

Original Sheet Nos. 29 And 30 Original Sheet Nos. 29 And 30 : Effective

[SHEET NOS. 29 AND 30 ARE RESERVED FOR FUTURE USE]

RATE SCHEDULE LSV-I
INTERRUPTIBLE LIQUEFACTION,
STORAGE, AND VAPORIZATION SERVICE

1. AVAILABILITY

This rate schedule is available for the purchase from Total Peaking of an interruptible service consisting of the liquefaction of natural gas; the storage of LNG; the vaporization LNG; and delivery of LNG or Regasified natural gas to Customer, provided that:

- (a) Total Peaking has determined that it has sufficient available and uncommitted storage capacity and injection and withdrawal capacity to perform service requested by Customer;
- (b) Customer and Total Peaking have executed a storage service agreement under this rate schedule;
- (c) Customer accepts responsibility for arranging any injection and withdrawals (which require the use of trucks) and transportation service for utilization of the storage service provided under this rate schedule;
- (d) Interruptible storage service under Rate Schedule LSV-1 shall be available only to the extent that the storage capacity, receipt, and delivery services under Rate Schedules LSV and LNG are not required for such firm storage service. Total Peaking shall not be required to perform service under Rate Schedule LSV-I when Customer cannot demonstrate to Total Peaking's satisfaction that Customer will have the ability to remove LNG quantities required pursuant to Section 27 of the General Terms and Conditions of this tariff.
- (e) Customer agrees that the natural gas and LNG delivered to Total Peaking shall conform to the quality specifications set forth in Section 10 of the General Terms and Conditions of this FERC Gas Tariff;
- (f) Availability of service under this rate schedule shall be subject to a determination by Total Peaking that service requested hereunder shall not cause a reduction in Total Peaking's ability to provide firm services under Rate Schedules LSV and LNG; and
- (g) Service under this rate schedule may not be available to the extent that Total Peaking would be required to construct, modify, expand or acquire any facilities to enable Total Peaking to perform the requested services.

Effective Date: 08/15/2000 Status: Effective
FERC Docket: RP00-496-001

1st Revised Sheet No. 32 1st Revised Sheet No. 32 : Effective
Superseding: Original Sheet No. 32

RATE SCHEDULE LSV-I
INTERRUPTIBLE LIQUEFACTION,
STORAGE, AND VAPORIZATION SERVICE
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability

This rate schedule shall apply to natural gas or LNG made available by Customer to Total Peaking at Total Peaking's Facilities and nominated for storage under this Rate Schedule up to the Maximum Contract Storage Capacity (MCSC) set forth in the Service Agreement and to the subsequent delivery by Total Peaking of stored LNG to Customer in either liquid or gaseous state, subject to the availability of capacity, the General Terms and Conditions and the further provision of the Service Agreement. Service rendered under this rate schedule shall be interruptible and shall not be subject to curtailment or interruption except as provided in Sections 6 and 16 of the General Terms and Conditions.

2.2 Service rendered under this rate schedule shall consist of the receipt of natural gas at the Point of Receipt (Gas), the liquefaction of natural gas up to Customer's Maximum Daily Liquefaction Volume, the storage of LNG up to Customer's Maximum Contract Storage Capacity, the vaporization of the LNG up to Customer's Maximum Vaporization Volume, and the subsequent delivery as Regasified LNG at the Point of Delivery (Gas), all on an interruptible basis.

2.3 Customer may also elect to inject LNG at the Point of Receipt (LNG) or withdraw LNG at the Point of Delivery (LNG), subject to availability, this Rate Schedule, and the General Terms and Conditions; provided, however, that Customer must nominate the means of receipt or delivery or both, subject to the provision of section 4 of the General Terms and Conditions.

2.4 Natural gas or LNG may be received, subject to nomination by Customer and available MCSC. Natural gas or regasified LNG may be delivered at any time, subject to nomination by Customer and available LNG in storage ("Storage Volume"). The available Storage Volume shall be increased, up to the MCSC, by the Quantity of LNG that Customer transfers into storage in accordance with Section 5 of the General Terms and Conditions. The available Storage Volume shall be reduced by Customer's share of Boil-Off and the LNG that Customer transfers out of Storage in accordance with Section 5 of the General Terms and Conditions.

2.5 A Customer may obtain liquefaction service over its Maximum Daily Liquefaction Volume if (i) all LSV, LNG, and LSV-I service customer nominations for liquefaction have been satisfied and (ii) Customer has storage capacity available.

RATE SCHEDULE LSV-I
INTERRUPTIBLE LIQUEFACTION,
STORAGE, AND VAPORIZATION SERVICE
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)
 - 2.6 A Customer may obtain injection service if (i) all LNG, LSV, and LNG-I Customer nominations for injection have been satisfied, (ii) Customer nominates the liquefaction service, and (iii) Customer has storage capacity available.
 - 2.7 A Customer may obtain vaporization service over its Maximum Daily Vaporization Volume if (i) all LSV, LNG, and LSV-I customer nominations for vaporization have been satisfied and (ii) Customer has sufficient available LNG in storage.
 - 2.8 A Customer may obtain withdrawal service if (i) all LNG, LSV, and LNG-I Customer nominations for withdrawal have been satisfied, (ii) Customer nominates the withdrawal service, and (iii) Customer has sufficient available LNG in storage.
3. RATES AND FUEL
 - 3.1 The rates for service under this rate schedule shall be market-based as negotiated between Total Peaking and Customer and shall include the applicable rate components set forth in the LSV-1 Rate Statement and as described below:
 - (a) Monthly Inventory Charge. A monthly charge equal to the product of the Inventory Charge per Dt times the average daily Storage Volume for the Month.
 - (b) Space Charge. A monthly charge for each Dt of Customer's Storage Volume, as measured by total receipts of LNG for a particular Month.
 - (c) Authorized Overrun Charge. A charge for each authorized Dt of LNG (over Customer's Maximum Contract Storage Capacity) per day stored during the month, as measured at the end of each day.
 - (d) Unauthorized Overrun Charge. A charge for each unauthorized Dt of LNG (over Customer's Maximum Contract Storage Capacity) per day stored during the month, as measured at the end of each day.
 - (f) Liquefaction Charge. A charge for each Dt of Customer's gas received and liquefied for storage, plus fuel reimbursement.

Effective Date: 04/01/1998 Status: Effective

FERC Docket: CP96-339-001

Original Sheet No. 34 Original Sheet No. 34 : Effective

RATE SCHEDULE LSV-I
INTERRUPTIBLE LIQUEFACTION,
STORAGE, AND VAPORIZATION SERVICE
(Continued)

3. RATES AND FUEL
(Continued)

- (g) A charge for each Dt of Customer's nominated LNG received from Customer's Truck(s) for storage, plus fuel reimbursement, provided that all LSV, LNG, and LNG-I service customer nominations for injection have been satisfied and that Customer has storage capacity available, plus fuel reimbursement.

RATE SCHEDULE LSV-1
INTERRUPTIBLE LIQUEFACTION,
STORAGE, AND VAPORIZATION SERVICE
(Continued)

3. RATES AND FUEL (Continued)

- (h) Vaporization Charge. A charge for quantities of LNG nominated, scheduled and vaporized, plus fuel reimbursement.
- (i) Authorized Withdrawal Charge. A charge for each Dt of nominated LNG Total Peaking delivers from storage to Customer's Truck(s), plus fuel reimbursement, provided that all LNG, LSV, and LNG-I service customer nominations for vaporization have been satisfied and that Customer has available LNG in storage.
- (j) Fuel Reimbursement. Total Peaking shall retain from Customer's quantities delivered for liquefaction and to be received after vaporization a percentage of such gas as compensation for fuel and gas otherwise used, or lost and unaccounted for in Total Peaking's operations. Accordingly, Customer shall also deliver or cause to be delivered to Total Peaking such additional quantities of gas to be retained by Total Peaking. Such amounts shall be negotiated between Total Peaking and Customer.
- (k) Balancing. If balancing or other charges are incurred in accordance with the General Terms and Conditions, then such charges shall also be applicable.
- (l) Regulatory Fees and Charges. Customer shall reimburse Total Peaking 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.
- (m) Taxes. Customer shall reimburse Total Peaking for all applicable taxes as may be assessed Total Peaking.

4. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Total Peaking's FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this rate schedule, where applicable. In the event of any inconsistencies between the General Terms and Conditions and this Rate Schedule LSV-1, the terms and conditions of this Rate Schedule LSV-1 shall control.

Effective Date: 04/01/1998 Status: Effective

FERC Docket: CP96-339-001

Original Sheet No. 36 Original Sheet No. 36 : Effective

RATE SCHEDULE LSV-1
INTERRUPTIBLE LIQUEFACTION,
STORAGE, AND VAPORIZATION SERVICE
(Continued)

5. RESERVATIONS

Total Peaking reserves the right from time to time unilaterally to make any changes to, or to supersede, the rates and charges and other terms in this Rate Schedule LSV-1 and the other provisions of Total Peaking's FERC Gas Tariff, and the applicability thereof, including the Form or Service Agreement hereunder, subject to the provisions of the Natural Gas Act and the Commission's regulations thereunder.

Effective Date: 04/01/1998 Status: Effective

FERC Docket: CP96-339-001

Original Sheet Nos. 37 And 38 Original Sheet Nos. 37 And 38 : Effective

[SHEET NOS. 37 AND 38 ARE RESERVED FOR FUTURE USE]

Effective Date: 07/01/2003 Status: Effective

FERC Docket: RP03-495-000

First Revised Sheet No. 39 First Revised Sheet No. 39 : Effective

Superseding: Original Sheet No. 39

GENERAL TERMS AND CONDITIONS
(Continued)

1. APPLICATION AND DULY CONSTITUTED AUTHORITIES

- 1.1 The following General Terms and Conditions apply to all services rendered by Total Peaking under its rate schedules on file with and subject to the jurisdiction of the Federal Energy Regulatory Commission.
- 1.2 The rate schedules of Total Peaking, these General Terms and Conditions, and the respective obligations of the parties under the service agreements, are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.
- 1.3 Customer shall furnish Total Peaking information, satisfactory to Total Peaking, to enable Total Peaking to comply with any reports required by state or federal government and agencies.

2. DEFINITIONS

The following terms and abbreviations, when used herein or in any agreement incorporating these General Terms and Conditions shall have the following meaning:

- 2.1 "British Thermal Unit" (Btu) - The amount of heat required to raise the temperature of one (1) pound of water from fifty-eight and five-tenths degrees (58.5 degrees) to fifty-nine and five tenths degrees (59.5 degrees) Fahrenheit. The reporting basis for Btu is 14.73 dry psia and 60 degrees Fahrenheit (101.325 kPa and 15 degrees C, dry).
- 2.2 "Boil-Off" gas shall mean low pressure Gas (i) boiling off from Total Peaking's storage tank and other facilities, (ii) flashing from the liquid phase to the gaseous phase during loading and unloading of Customer's LNG, and (iii) boiling off during regasification.
- 2.3 "Business Day" - Consistent with NAESB Standard 3.2.1, the term "Business Day" is defined as Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico.

GENERAL TERMS AND CONDITIONS
(Continued)

2. DEFINITIONS (Continued)

- 2.4 "Contract Year" - A period of three hundred sixty-five (365) consecutive days beginning on the date of initial delivery of natural gas under the contract, or on any anniversary thereof; provided, however, that any such year which contains a date of February 29th shall consist of three hundred sixty-six (366) consecutive days.
- 2.5 Critical Notices - Information pertaining to Total Peaking conditions that affect scheduling or adversely affect scheduled gas flow.
- 2.6 "Cubic Foot" - The volume of gas which occupies one cubic foot of space at a temperature of 60 degrees Fahrenheit, a pressure of 14.73 psia, and dry.
- 2.7 "Customer" - Any person, company or agency that has executed a service agreement with Total Peaking under one or more of Total Peaking's rate schedules.
- 2.8 "Customer's Truck" shall mean truck(s) and trailer equipment under the control of Customer or persons designated by Customer and certified by the Department of Transportation to transport LNG.
- 2.9 "Day" - A period of 24 consecutive hours beginning and ending at 9:00 A.M., Central Clock Time.
- 2.10 "Dekatherm" (dt) or "MMBtu" - shall mean one thousand cubic feet of Gas (Mcf) with a heat content of 1,000 Btu per cubic foot on a measurement basis specified under Section 11 herein and based on the same pressure base as the volumes.
- 2.11 "Facilities" shall mean the land, facilities and rights belong to Total Peaking at Milford, Connecticut for the receipt of LNG and gas, liquefaction, storage, regasification, and delivery of LNG and Regasified LNG.

Effective Date: 08/15/2000 Status: Effective

FERC Docket: RP00-496-001

1st Revised Sheet No. 41 1st Revised Sheet No. 41 : Effective

Superseding: Original Sheet No. 41

GENERAL TERMS AND CONDITIONS
(Continued)

2. DEFINITIONS (Continued)

- 2.12 "FERC" or "Commission" - The Federal Energy Regulatory Commission or any successor agency.
- 2.13 "Fuel Reimbursement" - Shall have the meaning set forth in Section 22 of the General Terms & Conditions of this tariff.
- 2.14 "Gross Heating Value" - Gross Heating Value on a dry basis which is the number of British thermal units produced by the complete combustion at constant pressure of the amount of dry gas which would occupy a volume of one cubic foot at 14.73 Psia and 60 degrees F with combustion air at the same temperature and pressure as the gas, the products of combustion being cooled to the initial temperature of the gas and air and the water formed by combustion condensed to the liquid state.
- 2.14A "IWS" - Total Peaking's Internet Web Site for the purpose of posting public informaton.
- 2.15 "LNG" - Liquefied natural gas.
- 2.16 "Maximum Contract Storage Capacity" shall be the maximum quantity of LNG which Total Peaking is obligated to store for Customer's account at any time.
- 2.17 "Maximum Daily Injection Volume" shall be the maximum quantity of LNG that Total Peaking is obligated to receive for storage from Customer's Truck(s) on any day, but does not include any additional quantities of gas to be retained by Total Peaking for fuel and gas otherwise used, or lost and unaccounted for in its operation.
- 2.18 "Maximum Daily Liquefaction Volume" shall be the maximum quantity of gas that Total Peaking is obligated to liquefy for Customer on any day, but does not include any additional quantities of gas to be retained by Total Peaking for fuel and gas otherwise used, or lost and unaccounted for in its operation.
- 2.19 "Maximum Daily Vaporization Volume" shall be the maximum quantity of gas that Total Peaking is obligated to vaporize for Customer on any day, but does not include any additional quantities of gas to be retained by Total Peaking for fuel and gas otherwise used, or lost and unaccounted for in its operation.

GENERAL TERMS AND CONDITIONS
(Continued)

2. DEFINITIONS (Continued)

- 2.20 "Maximum Daily Withdrawal Volume" shall be the maximum quantity of LNG that Total Peaking is obligated to deliver from storage to Customer's Truck(s) on any day, but does not include any additional quantities of gas to be retained by Total Peaking for fuel and gas otherwise used, or lost and unaccounted for in its operation.
- 2.21 "Mcf" - 1,000 cubic feet of gas.
- 2.22 "Month" - A period beginning at 9:00 A.M., Central Clock Time, on the first day of the calendar month and shall end at the aforesaid time on the first day of the next succeeding calendar month.
- 2.23 "Natural Gas" or "Gas" - Natural gas processed or unprocessed, vaporized liquid natural gas, synthetic gas, gas from coal seams or any mixture of these gases.
- 2.24 "Operational Flow Order" or "OFO" means an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity, of Total Peaking's system or to maintain operations required to provide efficient and reliable service. Whenever Total Peaking experiences these conditions, any pertinent order will be referred to as an Operational Flow Order.
- 2.25 "Point of Delivery" - The point or points at which Total Peaking delivers gas from its facilities to Customers or for the account of Customer; each Point of Delivery shall be set forth in the service agreement(s) with Customer.
- 2.26 "Point of Receipt" - The point or points at which Total Peaking receives gas into its facilities from or for the account of Customer; each Point of Receipt shall be set forth in the service agreement(s) with Customers.
- 2.27 "Quantity" or "Quantities" or "Volume" or "Volumes" shall mean the number of units of Gas or LNG expressed in dt or MMBtu.

Effective Date: 08/15/2000 Status: Effective
FERC Docket: RP00-496-001

1st Revised Sheet No. 43 1st Revised Sheet No. 43 : Effective
Superseding: Original Sheet No. 43

GENERAL TERMS AND CONDITIONS
(Continued)

2. DEFINITIONS (Continued)

- 2.28 "Regasified LNG" shall mean LNG which as been converted from its liquid state to a gaseous state by mechanical vaporization process.
- 2.29 "Releasing Customer" - A Customer who has agreed to release some or all of its rights under its firm service agreement.
- 2.30 "Replacement Customer" - A Customer who has assumed any released rights to capacity of a Releasing Customer.
- 2.31 "Storage Volume" shall be the quantity of LNG in storage for Customer's account at any particular time.
- 2.32 "Total Peaking" - Total Peaking Services, L.L.C.
- 2.33 "Transporter" - Customer's transporter designated to deliver the gas via pipeline to the Point of Receipt or Customer's transporter designated to receive gas from the Point of Delivery.

3. REQUEST FOR SERVICE

- 3.1 Requests. Any potential customer wishing to obtain service from Total Peaking shall submit in writing to Total Peaking a request for service in substantially the same format as that show in the Form of Request for Storage Service found in this tariff. Such request may be delivered in person or submitted by United States mail, overnight courier service, or facsimile transmission (fax). Total Peaking shall evaluate and respond to potential customer's request within five Business Days of its receipt. If Total Peaking and potential customer mutually agree to the rates potential customer will pay for service, Total Peaking shall, subject to execution of a service agreement, endeavor to provide service within the time specified in the written request. Potential customer's request for service shall be considered complete only if the information specified in the Form of Request for Storage Service is provided in writing.

Effective Date: 08/15/2000 Status: Effective

FERC Docket: RP00-496-001

1st Revised Sheet No. 44 1st Revised Sheet No. 44 : Effective

Superseding: Substitute Original Sheet No. 44

GENERAL TERMS AND CONDITIONS
(Continued)

3. REQUEST FOR SERVICE (Continued)

3.1 Requests (Continued)

Requests for service may be sent to:

Operating Manager
Total Peaking Services, L.L.C.
775 Oronoque Road
Milford, Connecticut 06460

3.2 Information Requirements. Each request shall include the following information:

- (a) Potential customer's name, address, representative and telephone number.
- (b) A statement of whether the potential customer is a local natural gas distribution company (LDC), an intrastate pipeline company, an interstate pipeline company, marketer/broker, producer, end user or other type of entity (which other entity must be described).
- (c) Type of service requested.
- (d) Quantity in Dt/day requested for
 - (i) liquefaction and vaporization or
 - (ii) injection and withdrawal.
- (e) Price offered by potential customer for each service requested.
- (f) Term of service, including the date service is requested to commence and the date service is requested to terminate.

GENERAL TERMS AND CONDITIONS
(Continued)

3. REQUEST FOR SERVICE (Continued)

3.2 Information Requirements (Continued)

- (g) Evidence of credit worthiness. Total Peaking shall not be required to provide service to any potential customer who fails to meet Total Peaking's standards for credit worthiness. In this regard Total Peaking may require that potential customer provide the following information:
 - (i) Last two fiscal years financial statements (to include detailed balance sheets, profit and loss statements and statements of cash flow with explanatory footnotes), 10-K reports or other filings with regulatory agencies with detailed financial statements.
 - (ii) Copy of corporate charter or partnership agreement if legal entity has not provided credit information for Dun and Bradstreet reporting.
 - (iii) A bank reference and at least three trade references.
 - (iv) A written attestation from potential customer that it is not operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws.
 - (v) A written attestation from potential customer that it is not subject to the uncertainty of pending liquidation or regulatory proceedings in state or federal courts which could cause a substantial deterioration in its financial condition.

GENERAL TERMS AND CONDITIONS
(Continued)

3. REQUEST FOR SERVICE (Continued)

3.2 Information Requirements (Continued)

- (vi) A written attestation from potential customer that no significant collection lawsuits or judgments are outstanding which would seriously reflect upon the business entity's ability to remain solvent.
- (vii) If potential customer has an ongoing business relationship with Total Peaking, no uncontested delinquent balances should be outstanding for services previously billed by Total Peaking and potential customer must have paid its account during the past according to the established terms and not made deductions or withheld payment for claims not authorized by contract.
- (viii) Total Peaking reserves the right to request updated credit information at any time if Total Peaking is not reasonably satisfied with Customer's credit worthiness or ability to pay based on information available to Total Peaking at that time.
- (h) Prepayment. To be considered valid, a request for firm service, other than capacity release pursuant to Section 23, must be accompanied by payment of the lesser of (1) the applicable negotiated rate for one Month or (2) \$10,000. Such payment must be made by Customer to Total Peaking. This payment plus the interest accrued from the date payment is received until the date service commences shall be used to offset Customer's monthly bill. If Customer's request expires, is withdrawn, or Total Peaking declines to tender a Service Agreement, Total Peaking shall refund Customer's payment plus the accrued interest from the date payment is received until the refund is sent to Customer. For purposes of this section, accrued interest shall be computed in a manner consistent with Section 154.501(d) of the Commission's Regulations.

GENERAL TERMS AND CONDITIONS
(Continued)

3. REQUEST FOR SERVICE (Continued)

3.3 Additional Information

- (a) Customer shall also promptly provide such additional Customer credit information as may be reasonably required by Total Peaking, at any time during the term of service under a service agreement, to determine Customer's creditworthiness.
- (b) After receipt of request for service, Total Peaking may require that Customer furnish additional information as a prerequisite to Total Peaking offering to execute a service agreement with Customer. Such information may include proof of Customer's lawful right and/or title to cause the gas to be delivered to Total Peaking for service under this FERC Gas Tariff and of Customer's contractual or physical ability to cause such gas to be delivered to and received from Total Peaking.

3.4 Evaluation of Service Request

Total Peaking will accept requests for firm storage from potential customers. Available capacity will be allocated to those customers offering to pay the highest rates. Specifically, capacity will be allocated to those customers offering to pay the highest net present value per dekatherm basis. Net present value shall be determined using the following formula:

$$NPV = \sum_{t=1}^n P_t (1/(1+i)^t)$$

GENERAL TERMS AND CONDITIONS
(Continued)

3. REQUEST FOR SERVICE (Continued)

3.4 Evaluation of Service Request (Continued)

where:

Pt is the sum of the projected payments in year for liquefaction, storage, and vaporization services based upon the estimated firm rates for service and the quantity of requested service;

n is the number of years of requested service; and

i is the annual interest rate on five year U.S. Government Treasury notes at the time of evaluation.

If two or more submitted bids have the same NPV, and there is insufficient capacity for all bids, capacity will be allocated on a pro rata basis.

3.5 Execution of Service Agreement. If Customer's request for service and credit evaluation comply with these General Terms and Conditions, and Total Peaking accepts Customer's request for service, Total Peaking will tender a service agreement to Customer. In the event the service agreement is not executed by Customer and returned within ten days after Total Peaking tendered the service agreement, Total Peaking shall consider the request for service invalid and the service agreement shall be void. Total Peaking will not be required to tender an agreement to Customer for execution that relates to requests for service for which Total Peaking does not have sufficient available capacity.

3.6 Customer's Performance. Customer is required to provide to Total Peaking (1) the State of the source of gas that is to be stored and/or transported and (2) such other information if required in order for Total Peaking to comply with any FERC reporting or other requirements.

Effective Date: 08/15/2000 Status: Effective
FERC Docket: RP00-496-001

1st Revised Sheet No. 49 1st Revised Sheet No. 49 : Effective
Superseding: Substitute Original Sheet No. 49

GENERAL TERMS AND CONDITIONS
(Continued)

3. REQUEST FOR SERVICE (Continued)

- 3.7 Complaints. In the event that a Customer or potential Customer has a complaint relative to service under this FERC Gas Tariff, the Customer shall provide a description of the complaint, in writing, including the identification of the service request (if applicable), and communicate it to:

Operating Manager
Total Peaking Services, L.L.C.
775 Oronoque Road
Milford, Connecticut 06460

Total Peaking will verbally respond initially within two (2) Business Days from the day of receipt of a complaint. Total Peaking shall respond in writing within 30 days of receipt of the complaint advising Customer or a potential Customer of the disposition of the complaint.

3.8 Information

- (a) Any person may request information on pricing, terms of liquefaction, storage, vaporization or other peaking service or capacity availability by contacting Total Peaking at the following:

Operating Manager
Total Peaking Services, L.L.C.
775 Oronoque Road
Milford, Connecticut 06460

- (b) Each Customer will be provided with a list of phone numbers for Total Peaking's dispatch and control personnel, who are on-call 24 hours a Day.

Effective Date: 08/15/2000 Status: Effective
FERC Docket: RP00-496-001

1st Revised Sheet No. 50 1st Revised Sheet No. 50 : Effective
Superseding: Original Sheet No. 50

GENERAL TERMS AND CONDITIONS
(Continued)

3. REQUEST FOR SERVICE (Continued)

3.9 Internet Web Site

- (a) Total Peaking shall disseminate service information and post information necessary to effectuate the release and reassignment of capacity by means of an Internet Web Site that will be updated. This Internet Web Site, referred to herein as Total Peaking's "Internet Web Site" ("IWS"), shall be available on a nondiscriminatory basis to any customer or potential customer. Total Peaking shall provide equal and timely access to any information posted on the IWS. Total Peaking will provide all information required to be posted thereon under regulations of the FERC, together with such additional information as Total Peaking considers appropriate.
- (b) Total Peaking will provide the public with the following information on its IWS: (1) information regarding capacity available on Total Peaking's system; (2) information regarding released capacity available from firm shippers (if any); (3) information regarding service interruptions due to force majeure and related capacity constraints; and (4) names and telephone numbers of Total Peaking's employees to contact in an emergency. In addition, Total Peaking's IWS will provide reports on firm and interruptible service, an index of customers, available capacity, semi-annual storage reports and information on the corporate organizational structure and marketing affiliate of Total Peaking.
- (c) A current copy of Total Peaking's FERC Gas Tariff shall be available on a non-discriminatory basis to any shipper or potential shipper from the IWS.
- (d) Users of Total Peaking's IWS agree to indemnify Total Peaking and hold Total Peaking harmless against any loss, liability, or expense (including without limitation, court costs and attorneys fees) incurred or suffered by the user as the result of its use of Total Peaking's IWS, except for losses, damages, or expenses caused solely by Total Peaking's own negligence or willful misconduct.
- (e) Total Peaking shall store for three years a copy of the information posted on the IWS.

3.10 Construction of Facilities. Total Peaking shall not be required to provide any requested service under any rate schedule which would require construction or acquisition by Total Peaking of new facilities or expansion of existing facilities.

GENERAL TERMS AND CONDITIONS
(Continued)

4. NOMINATION AND SCHEDULING OF SERVICES

Service shall be provided only after Customer has furnished or caused to be furnished to Total Peaking a nomination for such service in accordance with Sections 4.1, 4.2, and 4.3 and Total Peaking has scheduled the service in accordance with Sections 4.5, 4.6, and 4.7.

4.1 Contents of Nominations

Each nomination shall show the Customer's contract number and the information required below concerning the Quantities of LNG to be received, and stored and the LNG or Regasified LNG to be delivered by Total Peaking.

(a) Information Required for All Nominations

- (1) The Day(s) the natural gas or LNG is to be received;
- (2) The Quantities of natural gas or LNG to be received;
- (3) The estimated composition and heat content of the natural gas or LNG;
- (4) The source of the natural gas or LNG;
- (5) The estimated pressure of the natural gas on arrival at Total Peaking's Facilities;
- (6) The estimated saturated pressure and temperature of the LNG on arrival at Total Peaking's Facilities;
- (7) A delivery schedule, including Quantities and dates of delivery, which shall comply with the cycling requirement of Section 5.4(c) herein; and
- (8) Means of Receipt and Delivery.

GENERAL TERMS AND CONDITIONS
(Continued)

4. NOMINATION AND SCHEDULING OF SERVICES (Continued)

4.1 Contents of Nominations (Continued)

- (b) Additional Information Required for Particular Means of Receipt and Delivery
 - (1) If the LNG is to be received from, or delivered to Customer's Truck(s), the nomination shall:
 - (A) State the tractor height, trailer height, and anticipated empty and gross weights;
 - (B) Provide proof that Customer's Truck is certified by the Department of Transportation to transport LNG; and
 - (C) State whether the Customer's Truck(s) will require cooldown prior to delivery of LNG.
 - (2) If the Total Peaking is to receive natural gas or deliver Regasified LNG, the nomination shall provide:
 - (A) The Quantity of Gas to be received or delivered, net of the Quantity to be retained by Total Peaking for Fuel Reimbursement; and
 - (B) The Points of Receipt and Delivery.
- (c) Nominations shall conform to the means of receipt or delivery specified in the Service Agreement; provided, however, that Total Peaking may accept nominations that deviate from such means as operating conditions permit and without detrimental impact to other Customers and upon confirmation that satisfactory arrangements for delivery have been made.

Effective Date: 08/15/2000 Status: Effective

FERC Docket: RP00-496-001

1st Revised Sheet No. 53 1st Revised Sheet No. 53 : Effective

Superseding: Substitute Original Sheet No. 53

GENERAL TERMS AND CONDITIONS
(Continued)

4. NOMINATION AND SCHEDULING OF SERVICES (Continued)

4.1 Contents of Nominations (Continued)

- (d) By submitting a nomination Customer represents and warrants that it has obtained all necessary regulatory approvals to deliver LNG to Total Peaking's Facilities and that valid contractual arrangements are in place by which the LNG will be transported to the Facilities and LNG or Regasified LNG will be transported from the Facilities. Total Peaking shall be allowed to rely conclusively on the information submitted as part of the nomination in confirming the nomination and scheduling the service.

4.2 Means By Which Nominations Are To Be Submitted

- (a) Notices provided under this Section 4 must be submitted in writing via fax or electronic means. Customer shall provide notice of any changes in deliveries to or receipt from Total Peaking to all transporters and shall be responsible for and shall hold Total Peaking harmless from any and all liabilities and expense resulting from any such changes, unless the added expense is due to the negligence of Total Peaking.

Nominations may be submitted in writing to:

Gas Dispatcher
Total Peaking Services, L.L.C.
775 Oronoque Road
Milford, Connecticut 06460
Facsimile Number: 203-874-5281

- (b) Customer may give written notice at any time to change the designation of the person to provide the nomination information set forth in this Section to Total Peaking. If Customer designates another person to provide this information, Total Peaking shall be entitled to rely on the nominations previously provided by Customer's designee.

Effective Date: 07/01/2003 Status: Effective
FERC Docket: RP03-495-000

First Revised Sheet No. 54 First Revised Sheet No. 54 : Effective
Superseding: Original Sheet No. 54

GENERAL TERMS AND CONDITIONS
(Continued)

4. NOMINATION AND SCHEDULING OF SERVICES (Continued)

4.3 Time For Submission of Nominations

- (a) Nominations for storage service to be provided during the Month shall be submitted by the last Day of the preceding Month (the Nomination Date). If Customer fails to provide a nomination by the Nomination Date, Total Peaking may deem Customer's nomination to be zero unless Customer has previously provided Total Peaking a default nomination for such Month or a late nomination is accepted in accordance with Section 4.3(b).
- (b) The standard nominations timeline shall be as follows: 11:30 am for nominations leaving control of the nominating party; 11:45 am for receipt of nominations by Total Peaking (including from Title Transfer Tracking Service Providers (TTTSPs); noon for quick response; 3:30 pm for receipt of completed confirmations by Total Peaking from upstream and downstream connected parties; 4:30 pm for receipt of scheduled quantities by Customer and point operator (central clock time on the day prior to flow).
- (c) The Evening Nomination Cycle shall be as follows: 6:00 pm for nominations leaving control of the nominating party; 6:15 pm for receipt of nominations by the transporter (including from TTTSPs); 6:30 pm to send Quick Response; 9:00 pm for receipt of completed confirmations by transporter from upstream and downstream connected parties; 10:00 pm for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the day prior to flow). Scheduled quantities resulting from an Evening Nomination that does not cause another Service Requester on the subject Transportation Service Provider 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 the subject Transportation Service Provider to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 a.m. on gas day.

Original Sheet No. 54A Original Sheet No. 54A : Effective

- (d) The Intraday 1 Nomination Cycle: 10:00 am for nominations leaving control of the nominating party; 10:15 am for receipt of nominations by the transporter (including from TTTSPs); 10:30 am to send Quick Response; 1:00 pm for receipt of completed confirmations by transporter from upstream and downstream connected parties; 2:00 pm for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the gas day). Scheduled quantities resulting from Intraday 1 Nominations should be effective at 5:00 pm on gas day.
- (e) The Intraday 2 Nomination Cycle: 5:00 pm for nominations leaving control of the nominating party; 5:15 pm for receipt of nominations by the transporter (including from TTTSPs); 5:30 pm to send Quick Response; 8:00 pm for receipt of completed confirmations by transporter from upstream and downstream connected parties; 9:00 pm for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators (central clock time on the gas day). Scheduled quantities resulting from Intraday 2 Nominations should be effective at 9:00 pm. on gas day. Bumping is not allowed during the Intraday 2 Nomination Cycle.
- (f) For purposes of paragraphs (c) (d) and (e) of this section, "provide" shall mean, for transmittals pursuant to standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

GENERAL TERMS AND CONDITIONS
(Continued)

4. NOMINATION AND SCHEDULING OF SERVICES (Continued)

4.3 Time For Submission of Nominations (Continued)

- (d) Total Peaking shall have the right to refuse to receive or deliver any LNG or Regasified LNG not timely or properly nominated. Total Peaking shall not be liable to Customer or any other person as a direct or indirect consequence of such refusal and Customer shall indemnify Total Peaking from and against any and all losses, damages, expenses, suits, actions and proceedings whatsoever threatened, incurred or initiated as a result of such refusal, except to the extent such loss, damage, expense, claim, suit, action or proceeding is the result of Total Peaking's negligence, bad faith or willful misconduct.

4.4 Additional Information Requirements

- (a) Customer shall comply with requests by Total Peaking for additional information which Total Peaking believes is necessary to perform service hereunder or to comply with the valid reporting or other requirements of the Commission or other regulatory agencies having jurisdiction.
- (b) Customer shall notify Total Peaking immediately of any unexpected changes in Quantities tendered for receipt or delivery, whether or not such notice conforms to the times set out herein.
- (c) Customer shall cause the operator of each truck or Point of Delivery designated in any nomination or change to a nomination to confirm all such nominations or changes to nominations in writing prior to implementation by Total Peaking.

GENERAL TERMS AND CONDITIONS
(Continued)

4. NOMINATION AND SCHEDULING OF SERVICES (Continued)

4.5 Scheduling Procedures for the Receipt and Delivery of LNG by
Customer's Truck(s)

(a) If all nominations for the receipt and delivery of LNG by Customer's Truck(s) during the Month cannot be accommodated and all conflicts cannot be resolved by mutual agreement among Total Peaking and the affected Customers, service shall be scheduled in the following order:

- (1) Firm service under Rate Schedule LNG;
- (2) Firm service under Rate Schedule LSV;
- (3) Interruptible service under Rate Schedule LNG-1 in sequence starting with the highest rate for storage service;
- (4) Interruptible service under Rate Schedule LSV-1 in sequence starting with the highest rate for storage service.

In the event two (2) or more Customers have the same priority using the above criteria, service will be scheduled in sequence starting with the service to be provided pursuant to the Service Agreement with the earliest request date.

(b) Once service is nominated and scheduled during any Month under any Rate Schedule, such service shall not be bumped for the purpose of scheduling other service with equal or lower priority during the Month.

GENERAL TERMS AND CONDITIONS
(Continued)

4. NOMINATION AND SCHEDULING OF SERVICES (Continued)

4.6 Scheduling Procedure for Receipt of Natural Gas and Delivery of Regasified LNG

- (a) The Quantities of natural gas or Regasified LNG nominated for receipt or delivery by Customers shall be scheduled by Total Peaking in the following order:
 - (1) Firm service under Rate Schedule LSV;
 - (2) Firm service under Rate Schedule LNG;
 - (3) Interruptible service under Rate Schedule LSV-1, in sequence starting with the highest rate for storage service.
 - (4) Interruptible service under Rate Schedule LNG-1, in sequence starting with the highest rate for storage service.
- (b) Within each sequence of the categories listed above, Customer's service agreement request date will determine the scheduling priority. For Customers with the same request date, Quantities will be scheduled pro rata based on each Customer's MCSC.
- (c) Once service is nominated and scheduled during any Month under any Rate Schedule, such service shall not be bumped for the purpose of scheduling other Quantities with equal or lower priority during the month.

5. OPERATING CONDITIONS

5.1 General

- (a) Customer shall make or cause to be made all necessary arrangements with other parties at the point where Customer tenders LNG to Total Peaking for storage, and at the point where Total Peaking delivers LNG or Regasified LNG for Customer's account, and such arrangements must be compatible with Total Peaking's facility operations.

GENERAL TERMS AND CONDITIONS
(Continued)

5. OPERATING CONDITIONS (Continued)

5.1 General (Continued)

- (b) Total Peaking shall have the unqualified right to commingle LNG received and, stored hereunder with LNG from other sources, and to treat and handle all such LNG as its own. It is recognized that the LNG or Regasified LNG delivered to Customer will not consist of the same molecules as received from Customer.

5.2 Operating Conditions for the Receipt of Natural Gas

- (a) Total Peaking shall not be required to receive natural gas at a rate in excess of the rate of one-twentyfourth (1/24) of Customer's Maximum Daily Liquefaction Volume.
- (b) Total Peaking shall not be obligated to receive natural gas if the total Quantities nominated for the Day are less than 4,500 Dt per Day.

5.3 Operating Conditions for the Receipt of LNG from, and the Delivery of LNG to, Customer's Truck(s)

- (a) Customer's Truck(s) shall not exceed the following dimensions:

Width	10'-0"
Tractor height	13'-6"
Trailer height	13'-6"
Anticipated gross weight	80,000 lbs.
Axle loading	48,000 lbs./tandem axle
- (b) Total Peaking shall make available or cause to be made available facilities capable of loading and unloading LNG certified trailers during Business Days.

GENERAL TERMS AND CONDITIONS
(Continued)

5. OPERATING CONDITIONS (Continued)

5.3 Operating Conditions for the Receipt of LNG from, and the
Delivery of LNG to, Customer's Truck(s) (Continued)

- (c) The loading and unloading of LNG shall be carried out in accordance with applicable safety and other regulations.
- (d) LNG shall be loaded or unloaded, as the case may be, only into trailers certified by the Department of Transportation to transport LNG and operated by approved hazardous material operators.
- (e) Customer shall give written notice to Total Peaking of the date and hour of arrival at Total Peaking's Facilities of Customer's Truck(s) not less than twenty-four (24) hours in advance of the estimated time of arrival.
- (f) If the Customer's Truck does not arrive at Total Peaking's Facilities as scheduled, Total Peaking shall unload or load, as the case may be, Customer's Truck at the first available time when such unloading or loading can be accomplished without detriment to any other scheduled service.
- (g) It shall be Customer's responsibility to assure that each Customer's Truck, Customer's driver and load of LNG is in compliance with all applicable codes and regulations pertaining to the design, construction, and operation of containers for the transportation of LNG, including such limitations as Total Peaking may require in connection with its facilities.
- (h) It shall be Customer's responsibility to have proper insurance for Customer's Truck(s), and Customer shall provide Total Peaking with a certificate of insurance satisfactory to Total Peaking prior to the movement of Customer's Truck onto Total Peaking's property. This requirement is without limitation to other insurance requirements specified in this tariff or required by law.

GENERAL TERMS AND CONDITIONS
(Continued)

5. OPERATING CONDITIONS (Continued)

5.3 Operating Conditions for the Receipt of LNG from, and the
Delivery of LNG to, Customer's Truck(s) (Continued)

- (i) If Customer employs a carrier company to receive or deliver LNG at Total Peaking's Facilities, Customer shall cause such carrier company to comply with the requirements set forth herein.

5.4 Operating Conditions for the Storage of LNG

(a) Boil-Off

- (1) Customer's available Storage Volume shall be reduced by Customer's share of Total Peaking's Facilities's Boil-Off. Customer's share of such Boil-Off shall consist of the sum of the LNG boiling off as a direct result of the loading or unloading of Customer's LNG, plus a proportionate share of the day-to-day Facilities Boil-Off, which share shall be the ratio of Customer's Storage Volume to the total amount of LNG in Storage.
- (2) Customer shall make all necessary arrangements for the delivery of Customer's share of the Facilities' Boil-Off on a daily basis. If Customer fails to nominate its share of the Facilities' Boil-Off on any Day, or if Customer's nomination is not confirmed or not accepted at the Point of Delivery, Total Peaking may take title to such Gas, free and clear of any adverse claim.

(b) Transfer of Storage Volume

- (1) Customer may transfer by sale or otherwise all or a portion of its Storage Volume to any Customer that receives storage service under Rate Schedule LSV or LNG in this tariff if:

GENERAL TERMS AND CONDITIONS
(Continued)

5. OPERATING CONDITIONS (Continued)

5.4 Operating Conditions for the Storage of LNG

- (i) Both the transferee and transferor of the Storage Volume shall provide Total Peaking with verification of the transfer in writing; and
 - (ii) The transfer does not cause the Storage Volume to exceed the MCSC specified in the applicable Service Agreement.
- (2) Customer may transfer by sale or otherwise all or a portion of its Storage Volume to any Customer that receives storage service under Rate Schedule LSV-I or LNG-I, if:
- (i) Customer receives prior approval from Total Peaking for such transfer; and
 - (ii) All of the requirements of Section 5.4(b) are met.

(c) Cycling

By April 1 of each year, Customer shall cause to be withdrawn from Total Peaking's Facilities at least 50% of the Customer's Storage Volume as of November 1 of the preceding year. If Customer fails to so withdraw such LNG, then Total Peaking may, at its option, take title to any amount of LNG in excess of 50% of the Customer's November 1 Storage Volume free and clear of any adverse claims, in which case Customer shall indemnify Total Peaking and hold it harmless from all costs, damages, and liabilities arising out of the failure of Customer to remove such LNG and the disposal of such LNG by Total Peaking, including storage charges under the applicable rate schedule. Total Peaking shall be permitted to retain any proceeds from the sale of LNG to which it takes title hereunder. Total Peaking shall extend the time available for Customer to remove its Gas from Storage by one Day for every Day that Customer has been unable to withdraw properly nominated Quantities due to operational or force majeure conditions at Total Peaking's Facilities.

GENERAL TERMS AND CONDITIONS
(Continued)

5. OPERATING CONDITIONS (Continued)

5.5. Operating Conditions For Deliveries of LNG.

The quantity of LNG delivered by Total Peaking to Customer shall be determined by having the transportation vehicles weighed on certified scales before and after loading. Customer's Truck(s) shall have the responsibility of furnishing Total Peaking with certified weights prior to, and after, loading with LNG. The weight of the LNG so delivered shall be converted into dekatherms in accordance with the American Gas Association Gas Measurement Committee Report No. 5 of Fuel Gas Energy Metering, as amended, expanded or superseded from time to time, applied in an appropriate manner.

5.6 Operating Conditions for the Delivery of Regasified LNG

- (a) Total Peaking shall not be required to deliver Regasified LNG at a rate in excess of the rate of one-twentyfourth (1/24) of Customer's Maximum Daily Vaporization Volume.
- (b) Total Peaking shall not be obligated to deliver Regasified LNG if the total Quantities nominated for the Day are less than 2,000 Dt per Day.

6. CURTAILMENT AND INTERRUPTION

6.1 Interruption

Total Peaking shall have the unqualified right to interrupt storage service, in whole or in part, at any time under its Interruptible Rate Schedule(s) to provide service under its Firm Rate Schedules.

6.2 Curtailment

Total Peaking shall have the right to curtail or discontinue storage service, in whole or in part, at any time for reasons of Force Majeure or when, in Total Peaking's sole judgment, capacity, supply, or operating conditions so require or it is desirable or necessary to make modifications, repairs or operating changes to its Facilities. Total Peaking shall use reasonable efforts to provide Customer such notice of the curtailment as is reasonable under the circumstances.

GENERAL TERMS AND CONDITIONS
(Continued)

6. CURTAILMENT AND INTERRUPTION (Continued)

6.3 Order of Curtailment and Interruption

When the curtailment or interruption is necessary, Service will be curtailed in the following order:

- (a) In the event of an interruption pursuant to Section 6.1 above, service shall be interrupted in the reverse order from which such service was scheduled in accordance with Sections 4.5 and 4.6 of these General Terms and Conditions.
- (b) In the event of a curtailment pursuant to Section 6.2 above, interruptible service shall be curtailed first. Following the curtailment of interruptible service, firm service shall be curtailed. Within each category, service shall be curtailed in the reverse order from which it was scheduled in accordance with Sections 4.5 and 4.6 of these General Terms and Conditions.

6.4 Curtailment Reports and Notices

- (a) Total Peaking shall use reasonable efforts to provide Customer with notice of curtailment at a time and in a manner that is reasonable under then existing conditions, and shall in any event confirm in writing or by facsimile transmission the notice given.
- (b) Total Peaking shall have no responsibility to inform Customer's end users, suppliers, other transporters and any others involved in the transaction, as to any notice of curtailment.

6.5 Curtailment Compliance

- (a) When a curtailment notice has been issued, the affected Customer shall undertake the required action set forth in the curtailment notice. Failure to comply with a curtailment notice shall subject Customer to the penalty provisions of Section 21 herein as if such curtailment notice were an OFO.

Effective Date: 12/19/2000 Status: Effective
FERC Docket: RP01-175-002

First Revised Sheet No. 64 First Revised Sheet No. 64 : Effective
Superseding: Original Sheet No. 64

GENERAL TERMS AND CONDITIONS
(Continued)

6. CURTAILMENT AND INTERRUPTION (Continued)

6.5 Curtailment Compliance (Continued)

- (b) Customer shall indemnify Total Peaking from and against any and all losses, damages, expenses, claims, suits, actions, and proceedings whatsoever threatened, incurred, or initiated as a result of Total Peaking's performance hereunder, except to the extent such loss, damage, expense, claim, suit, action or proceeding is the result of Total Peaking's negligence, bad faith or willful misconduct.
- (c) Without regard to any other remedy provided by law or by the provisions hereof, Total Peaking shall be entitled to seek an order from the Commission or any other appropriate tribunal requiring compliance with curtailment or interruption ordered by Total Peaking in compliance with this Section 6 or any directive from any governmental authority having jurisdiction.

7. BALANCING

7.1 RESERVED

7.2 Final Balancing

Customer shall withdraw, or otherwise dispose of, all of its Storage Volume by the date the Service Agreement terminates.

Effective Date: 08/01/2001 Status: Effective
FERC Docket: RP00-460-002

First Revised No. 65 First Revised No. 65 : Effective
Superseding: Original Sheet No. 65

GENERAL TERMS AND CONDITIONS
(Continued)

7. BALANCING (Continued)

7.2 Final Balancing (Continued)

- (a) If Customer fails to withdraw, or otherwise dispose of, all of its Storage Volume prior to the termination of the Service Agreement, Total Peaking may retain any remaining quantities of Storage Volume free and clear of any adverse claims; provided, however, that Total Peaking will notify Customer in writing sixty (60) days prior to termination of its Service Agreement of the quantity of Storage Volume being held by Total Peaking for Customer's account.
- (b) If Customer in good faith disagrees with the Quantity of Storage Volume set forth in the notification required above, then within fifteen (15) days of such notification, Customer shall notify Total Peaking in writing of such dispute and request a reconciliation. If, as of the date of termination of Customer's Service Agreement, the Quantity of Storage Volume contained in Total Peaking's notice has not been finally reconciled and such failure to reconcile results in a retention hereunder by Total Peaking, then title to the difference between the Quantity subject to retention according to Total Peaking's records and that reflected on Customer's records shall not finally pass to Total Peaking until such reconciliation has been completed.

8. OPERATIONAL FLOW ORDERS (OFOs)

- 8.1 Total Peaking will have the right to issue an OFO to any Customer directing Customer to adjust receipts or deliveries, as the case may be, when, in Total Peaking's sole judgment, it is required to alleviate conditions which threaten the Facilities's integrity, safety or service or to ensure compliance with the provisions contained in this Tariff. During the conditions which threaten the Facilities's integrity, safety or service, an OFO will not be issued to protect interruptible service. Before issuing an OFO, Total Peaking will attempt to remedy those operating conditions through requests for voluntary action provided, however, exigent circumstances may exist which require immediate issuance of an OFO.

Effective Date: 08/15/2000 Status: Effective
FERC Docket: RP00-496-001

1st Revised Sheet No. 66 1st Revised Sheet No. 66 : Effective
Superseding: Original Sheet No. 66

GENERAL TERMS AND CONDITIONS
(Continued)

8. OPERATIONAL FLOW ORDERS (OFOs) (Continued)

Examples of conditions which may cause OFOs to be issued include, but are not be limited to:

- (a) Failure of Customer's Truck(s) to arrive on the schedule date;
- (b) Unscheduled plant or downstream pipeline maintenance and repairs affecting capacity;
- (c) Non-compliance with curtailment orders where such non-compliance threatens the integrity of Total Peaking's Facilities;
- (d) Failure to deliver LNG or Regasified LNG in accordance with the delivery schedule where such failure interferes with Total Peaking's ability to provide scheduled service.
- (e) The release of capacity under Section 23; or
- (f) The recall of capacity under Section 23.12(e).

If Customer fails to so remove Quantities of Gas as directed, then Total Peaking may, at its option, take title to such Quantities free and clear of any adverse claims, in which case Customer shall indemnify Total Peaking and hold it harmless from all costs, damages, and liabilities arising out of the failure of the Customer to remove such Quantities and the disposal of such Quantities by Total Peaking, including storage charges under the applicable rate schedule. Total Peaking shall be permitted to sell the Quantities to which it takes title in accordance with this Section 8 and to retain the proceeds from such sale; provided, however, in the event that, notwithstanding its exercise of due diligence, Customer is inhibited by Total Peaking from so withdrawing its Quantities of Gas, Total Peaking shall pay to Customer any net proceeds from Total Peaking's sale of such Quantities.

Effective Date: 08/01/2001 Status: Effective
FERC Docket: RP00-460-002

First Revised No. 67 First Revised No. 67 : Effective
Superseding: Original Sheet No. 67

GENERAL TERMS AND CONDITIONS
(Continued)

8. OPERATIONAL FLOW ORDERS (OFOs) (Continued)

- 8.2 An OFO may be issued on a contract basis or on all or a portion of Total Peaking's Facilities. Ordinarily, an OFO issued by 10:00 a.m. on a Gas Day will be effective at the beginning of the following Gas Day. When operating conditions threaten the Facilities' integrity, three hours notice, or lesser notice if necessary, may be given. An OFO may be issued for a specific period of time or until further notice is given.
- 8.3 Nothing shall limit Total Peaking's right to take action as may be required to physically adjust actual receipts and actual deliveries of Gas in order to alleviate conditions which threaten the integrity of its Facilities.
- 8.4 Situation Reports, Notices and Indemnity
- (a) Total Peaking shall use reasonable efforts to provide Customer with such notice of OFOs as is reasonable under then existing conditions, and shall in any event confirm the notice by telephone and facsimile transmission. Such notice shall be provided to the person, including any agent, designated by the Customer, to submit or confirm nominations.
- (b) Total Peaking will publish all notices of implementation of an OFO and all provisions of an OFO on Total Peaking's IWS as expeditiously as possible. Upon termination of an OFO, Total Peaking will post on Total Peaking's IWS relevant information specific to the individual situation regarding the issuance and lifting of the particular OFO.
- (c) Customer shall indemnify Total Peaking from and against any and all losses, damages, expenses, claims, suits, actions, and proceedings whatsoever threatened, incurred, or initiated as a result of Total Peaking's performance hereunder, except to the extent such loss, damage, expense, claim, suit, action of proceeding is the result of Total Peaking's negligence, bad faith or willful misconduct.

GENERAL TERMS AND CONDITIONS
(Continued)

9. MISCELLANEOUS SALES

After the effective date of this Tariff, Total Peaking may from time-to-time sell LNG or Regasified LNG as required to dispose of that which it is permitted to retain pursuant to these General Terms and Conditions. The point of sale for such sales shall be negotiable. The purchaser shall be responsible for any necessary transportation of the LNG or Regasified LNG from the point of sale.

10. QUALITY

10.1 The natural gas or LNG to be received hereunder for storage service shall be merchantable and shall have in its gaseous state:

- (a) A Gross Heating Value of not less than nine hundred fifty (950) Btu and not more than one thousand two hundred (1,200) Btu per standard cubic foot;
- (b) Constituent elements varying within the following percentage limits (in molecular percentage):

Nitrogen	between 0.00 and 1.40
Methane	between 84.55 and 100.00
Ethane	between 0.00 and 9.20
Propane	between 0.00 and 3.25
Isobutane	between 0.00 and 0.60
Normal butane	between 0.00 and 0.75
Pentanes Plus	between 0.00 and 0.25
- (c) A hydrogen sulfide content not to exceed 0.50 parts per million in volume;
- (d) A total sulfur content of not more than 30 mg/Nm³;
- (e) A mercaptan sulfur content not exceeding 2.30 mg/Nm³;
- (f) No water, carbon dioxide or mercury;

GENERAL TERMS AND CONDITIONS
(Continued)

10. QUALITY (Continued)

- (g) No active bacteria or bacterial agent, including but not limited to, sulphate reducing bacteria or acid producing bacteria; and
- (h) No hazardous or toxic substances.

Total Peaking shall not be obligated to receive any LNG that does not meet these standards.

- 10.3 Customer shall indemnify Total Peaking from any loss, cost, damage, or expense incurred by Total Peaking as a direct or indirect result of Customer's failure to comply with the provisions of this Section 10, except to the extent such loss, damage, expense, claim, suit, action or proceeding is the result of Total Peaking's negligence, bad faith or willful misconduct or is the direct result of Total Peaking's deliberate decision to take Customer's nonconforming natural gas or LNG.

11. MEASUREMENT

11.1 Measurement of Natural Gas Received from Customer's Transporter

Unless otherwise agreed upon by the parties, Customer shall cause the measurement of the quantities of natural gas received by Total Peaking to be performed by the Transporter delivering such gas at the Point of Delivery (Gas) in accordance with such Transporter's normal practices for measurement and testing of measuring equipment. Customer shall seek to assure the maintenance, or testing of the equipment used to measure the quantities redelivered by Total Peaking and shall cooperate with any requests of Total Peaking to do so.

GENERAL TERMS AND CONDITIONS
(Continued)

11. MEASUREMENT (Continued)

11.2 Measurement of Quantity of LNG Received from, or Delivered to, Customer's Truck(s)

- (a) Customer's Truck(s) shall be weighed immediately before and immediately after loading or unloading, as the case may be. The difference in the two weights expressed in pounds shall constitute the weight of LNG received or delivered. Customer's Truck(s) shall be weighed using scales installed, maintained, operated and verified in accordance with the regulations of the Connecticut Bureau of Weights and Measures.
- (b) The total Quantity received or delivered each Day shall be the product of the average Dt's per pound of LNG determined for each truckload during the Day in accordance with Section 5 and the weight of LNG received or delivered during that Day.

11.3 Measurement and Tests for Delivery of Regasified LNG

Unless otherwise agreed upon by the parties, Customer shall cause the measurement of the quantities of Regasified LNG delivered by Total Peaking to be performed by the Transporter receiving such Regasified LNG at the Point of Delivery in accordance with such transporter's normal practices for measurement and testing of measuring equipment. Customer shall seek to assure the maintenance, or testing of the equipment used to measure the quantities redelivered by Total Peaking and shall cooperate with any requests of Total Peaking to do so.

GENERAL TERMS AND CONDITIONS
(Continued)

11. MEASUREMENT (Continued)

11.4 Failure of Meters

In the event a meter is out of service, or registering inaccurately, the volume of LNG received or delivered hereunder shall be estimated:

- (a) By using the registration of any check meter or meters if installed and accurately registering, or in the absence thereof;
- (b) By correcting the error, if such error is ascertainable by calibration, test or mathematical calculation; or
- (c) In the absence of both (a) and (b) then by estimating the quantity of delivery by mutually agreed method.

11.5 Test of Meters

The accuracy of any measuring equipment for LNG and Regasified LNG, other than recording calorimeters, installed by either party shall be verified at reasonable intervals by the installing party upon notice given to the other party. Either party shall notify the other when it desires a special test of any measuring equipment other than recording calorimeters installed by either party, and the parties shall thereupon cooperate to secure a prompt verification of the accuracy of such equipment; provided that no party shall be required to verify the accuracy of its equipment more frequently than once in any fourteen (14) day period. Recording calorimeters shall be verified by the installing party not less than once per day at approximately the same hour each day while in use, and if requested, in the presence of representatives of the other party.

GENERAL TERMS AND CONDITIONS
(Continued)

11. MEASUREMENT (Continued)

11.6 Correction of Errors of Meters

If, upon test, any measuring equipment for measuring LNG and Regasified LNG, including recording calorimeter, is found to be in error by not more than two percent (2%), previous recordings of such equipment shall be considered accurate in computing deliveries hereunder but such equipment shall be adjusted at once to record correctly. If, upon test, measuring equipment shall be found to be inaccurate by an amount exceeding two percent (2%) at a recording corresponding to the average hourly rate of flow while recording for the period since the last preceding test, or if, upon test, a recording calorimeter shall be found to be inaccurate by an amount exceeding two percent (2%), any previous recordings of such equipment shall be corrected to zero error for any period which is definitely known or agreed upon by any Buyer affected or otherwise correction shall be made for a period equal to one-half of the time elapsed since the date of last test, not to exceed a correction period of sixteen (16) Days.

11.7 Preservation of Records

Each party shall preserve for a period of at least three (3) years all test data, charts, and other similar records relating to the equipment referred to in the preceding paragraphs of this Section 11.

GENERAL TERMS AND CONDITIONS
(Continued)

12. BILLING

- 12.1 Invoice. Not later than the ninth (9th) Business Day of each month, Total Peaking shall provide Customer (including a Replacement Customer) an invoice and any required backup data (which may be transmitted by fax) setting forth (i) the charges due for the current month; (ii) the total quantity of gas, stated in dekatherms, received from and delivered to Customer hereunder during the preceding month(s), with applicable Point(s) of Receipt and Point(s) of Delivery properly identified, and the amount due therefor; and if applicable (iii) the amount of Customer's gas in storage as of the close of the preceding month and information sufficient to explain and support any adjustments made by Total Peaking in determining the amount billed. If actual quantities are not available by the ninth (9th) Business Day of the month, Total Peaking may invoice based on best available data subject to adjustment to actuals at a later date. Quantities at points where OBAs exist shall be invoiced based on scheduled quantities.
- 12.2 Application of Payments for Released Capacity. Payments to Total Peaking by a Replacement Customer for released capacity shall be applied as follows: (i) Total Peaking shall retain amounts equal to the Releasing Customer's usage charges; (ii) Total Peaking will credit the balance to Demand Charges due from the Replacement Customer; and (iii) Total Peaking shall remit the remaining balance, if any, or shall charge any balance due, to the Releasing Customer, provided that the Releasing Customer is only liable to the extent of its Demand Charges. Total Peaking is not obligated to the Releasing Customer for any payments not received from the Replacement Customer.
- 12.3 Payment. Customer shall pay Total Peaking by wire transfer the full amount reflected on the invoice within ten (10) days of its receipt of same. If the tenth (10th) Day shall fall upon a weekend or legal holiday, then such payment shall be made on the last regular Business Day prior to such tenth (10th) Day. Customer making payment shall submit supporting documentation; Total Peaking receiving payment shall apply payment per supporting documentation provided by Customer; and if payment differs from invoiced amount, remittance detail shall be provided with the payment.

Effective Date: 04/01/1998 Status: Effective
FERC Docket: CP96-339-001

Original Sheet No. 74 Original Sheet No. 74 : Effective

GENERAL TERMS AND CONDITIONS
(Continued)

12. BILLING (Continued)

12.4 Late Payments. Should Customer fail to make timely payment of part or all of the amount of any bill, payment, when made, either partly or all, shall be deemed a late payment and Total Peaking shall charge interest from the due date of payment until the actual date of payment at an annual interest rate equal to two percent (2%) above the prime rate published under "Money Rates" by the Wall Street Journal, or the maximum legal rate, whichever is lesser, prorated for the number of days that the payment was late.

Total Peaking shall bill Customer for any interest due under this subsection in its next billing for gas service, and Customer shall pay such amount in accordance with Subsection 12.3 above. Notwithstanding the foregoing provisions of this subsection, where a Customer fails to make timely payments three times during any twelve-month period, the applicable interest rate for subsequent late payments during such twelve month period shall be twice the sum of the current national prime interest rate plus 1-1/2 percent, but not in excess of the maximum lawful rate. Total Peaking may waive the interest on a late payment made within five days of the due date where Customer has diligently paid its prior bills on time, and lateness in payment is of a nonrecurring nature.

Should Customer fail to pay the bill for thirty days after payment is due, Total Peaking shall provide notice to Customer that its payment is in arrears. If payment is not made or guaranty provided within 60 days after receipt of such notice, service will be suspended until payment is made or security provided. If payment is not made or security furnished, then termination of service may be sought, including FERC abandonment authorization.

GENERAL TERMS AND CONDITIONS
(Continued)

12. BILLING (Continued)

- 12.5 Billing Error. If an error is discovered in any billing, such error shall be adjusted within 30 days of the determination thereof. If a dispute arises as to the amount payable in any invoice rendered hereunder, Customer shall nevertheless pay when due the amount not in dispute under such invoice. Such payment shall not be deemed to be a waiver of the right by Customer to recoup any overpayment, nor shall acceptance of any payment be deemed to be a waiver by Total Peaking of any underpayment. In the event Customer fails to forward the entire undisputed amount due to Total Peaking when same is due, interest on the unpaid portion shall accrue at a rate equal to two percent (2%) above the prime rate published under "Money Rates" by the Wall Street Journal, from time to time, or the maximum legal rate, whichever is the lesser, compounded daily from the date such payment is due until the same is paid. If Customer's failure to pay the undisputed portion of any invoice rendered hereunder continues beyond thirty (30) days after the due date of such invoice, then Total Peaking, in addition to all other legal remedies available to it, shall have the right and option to suspend further deliveries of gas until such default shall have been cured. If Customer's failure to pay the undisputed portion of any invoice rendered hereunder continues beyond sixty (60) days after the due date of such invoice, then Total Peaking, in addition to all other legal remedies available to it, shall seek authorization to terminate service hereunder.
- 12.6 Billing Disputes. If Customer withholds payment of any disputed amount as authorized herein, Customer shall within ten (10) days after the due date of the disputed invoice submit to Total Peaking a written explanation of the dispute and any available supporting documentation. The parties shall then cooperate in good faith to resolve such dispute as expeditiously as possible, and the portion, if any, of such disputed amount eventually determined to be due shall bear interest at the rate stated in Section 12.5 above from the original due date until the date actually paid.

GENERAL TERMS AND CONDITIONS
(Continued)

12. BILLING (Continued)

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

13. TAXES

If at any time Total Peaking is required to remit any taxes assessed on the gas pursuant to Customer's service agreement, then Total Peaking shall have the right to collect from Customer such taxes, including any penalties and interest. Customer agrees to reimburse Total Peaking for the taxes assessed on the gas, including any penalties and interest, within fifteen (15) days of the date of invoice from Total Peaking. Customer recognizes that Total Peaking may be required to file federal and state tax returns, and Customer agrees to furnish Total Peaking with adequate information pertaining to the taxation on the gas.

14. INSURANCE

Customer shall be responsible for providing its own insurance coverage with respect to its gas in the Total Peaking LNG facilities.

GENERAL TERMS AND CONDITIONS
(Continued)

15. TITLE AND RISK OF LOSS

- 15.1 As between Customer and Total Peaking: Customer shall be in control and possession of the gas prior to delivery to Total Peaking for storage or injection at the Point(s) of Receipt located at Total Peaking's facility and after redelivery by Total Peaking to Customer at the Point(s) of Delivery located at Total Peaking's facility, and shall indemnify and hold Total Peaking harmless from any damage or injury caused thereby. Total Peaking shall be in control and possession of the gas after the receipt of the same at the Point(s) of Receipt and until redelivery by Total Peaking to Customer at the Point(s) of Delivery, and shall indemnify and hold Customer harmless from any damage or injury caused thereby, except for damages and injuries caused by the sole negligence of Customer. The risk of loss for all gas injected into, stored in and withdrawn from storage shall remain with Customer, and Total Peaking shall not be liable to Customer for any loss of gas, except as may be occasioned due to the intentional or negligent acts or omissions by Total Peaking. Any losses of gas, unless due to the intentional or negligent act or omissions of Total Peaking, shall be shared proportionally by all Customers.
- 15.2 Customer warrants for itself, its successors, and assigns, that it, or a third party on whose behalf Customer is acting, will at the time of delivery to Total Peaking for service hereunder have good and marketable title to all gas delivered free and clear of all liens, encumbrances and claims whatsoever. Customer shall indemnify Total Peaking and save it harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas, including claims for any royalties, taxes, license fees or charges applicable to such gas or to the delivery thereof to Total Peaking for service hereunder.

GENERAL TERMS AND CONDITIONS
(Continued)

16. FORCE MAJEURE

16.1 Definition of Force Majeure

The term force majeure as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy or terrorists, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, the order of any court or government authority having jurisdiction while the same is in force and effect, civil disturbances, explosions, breakage, accidents to machinery or lines of pipe, freezing of or damage to receipt or delivery facilities, National Weather Service warnings or advisories, whether official or unofficial, that result in the evacuation of facilities, inability to obtain or unavoidable delay in obtaining labor material, permits or equipment, vandalism and any other cause whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome.

In the event of either party being rendered unable, wholly or in part, by reason of an event of force majeure to carry out its obligations other than (1) the obligation of Customer to pay monthly demand charges to Total Peaking and (ii) the obligation to make payment of amounts accrued and due at the time thereof, it is agreed that on such party's giving notice and full particulars of such force majeure in writing or by telecopy to the other party within seventy-two (72) hours after the occurrence of the cause relied on, the obligations of both parties, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall so far as possible be remedied with all reasonable dispatch.

Neither party shall be liable in damages to the other for any act, omission or circumstance occasioned by, or in consequence of, force majeure or operating conditions, as herein defined.

GENERAL TERMS AND CONDITIONS
(Continued)

16. FORCE MAJEURE (Continued)

16.1 Definition of Force Majeure (Continued)

Such causes or contingencies affecting the performance by either party, however, shall not relieve it of liability unless such party shall give notice and full particulars of such cause or contingency in writing or by telecopy to the other party within a reasonable time after the occurrence relied upon, nor shall such causes or contingencies affecting the performance by either party relieve it of liability in the event of its failure to use due diligence to remedy the situation and remove the cause with all reasonable dispatch, provided that the resolution of strikes, lockouts or other labor disputes shall be within the sole discretion of the party involved therein. Such causes or contingencies affecting the performance of either party shall not relieve Customer from (i) its obligation to make payments of monthly demand charges except to the extent that such causes or contingencies are caused by Total Peaking's negligence or willful misconduct, and (ii) its obligation to make payment of amounts accrued and due at the time thereof.

16.2 Daily Interruption or Allocation of Services Due to Force Majeure

- (a) If, due to an event of force majeure, Total Peaking is unable to receive, liquefy, vaporize or redeliver gas tendered by Customers for firm contract storage service, then Total Peaking, upon providing as much notice as possible under all of the circumstances, shall order reduction of Customers' firm contract storage, as well as applicable liquefaction, vaporization, injection, or withdrawal entitlements on a pro rata basis based on firm contract entitlements to the extent necessary depending upon the type and location of the occurrence, in accordance with this Tariff.
- (b) Notice provided by Total Peaking to Customer of such reduced contract quantity entitlement shall be by telephone or telecopy. Such notice shall be confirmed in writing as soon as reasonably possible.

GENERAL TERMS AND CONDITIONS
(Continued)

17. POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

17.1. Points of Receipt.

- (a) The Point of Receipt for Customer's tender of gas for liquefaction ["Point of Receipt (Gas)"] shall be at the point of connection between Total Peaking and Iroquois Gas Transmission System ("Iroquois") at Iroquois' Meter Station No. 13, near Milford, Connecticut.
- (b) The Point of Receipt for Customer's tender of LNG ["Point of Receipt (LNG)"] shall be the loading/unloading area adjacent to Total Peaking's storage tank near Milford, Connecticut.

17.2 Points of Delivery.

- (a) The Point of Delivery for Total Peaking's tender of Regasified LNG ["Point of Delivery (Gas)"] shall be the outlet of the vaporization unit at Total Peaking's facilities near Milford, Connecticut.
- (b) The Point of Delivery for Total Peaking's tender of LNG ["Point of Delivery (LNG)"] shall be the loading/unloading area adjacent to Total Peaking's storage tank near Milford, Connecticut.

18. PRESSURES

- 18.1 Deliveries of natural gas to Total Peaking at the Point of Receipt shall be made at sufficient pressures to enter Total Peaking's system but in no event shall Total Peaking be obligated to receive such deliveries at pressures higher than 1,440 psig.
- 18.2 Total Peaking shall deliver natural gas to Customer or Customer's transporter at sufficient pressures at the Point of Delivery to enter the downstream transporter's system but in no event shall Total Peaking be obligated to make such deliveries at pressures greater than 199 psig.

Effective Date: 09/01/2005 Status: Effective
FERC Docket: RP05-428-001

Fourth Revised Sheet No. 81 Fourth Revised Sheet No. 81 : Effective
Superseding: Third Revised Sheet No. 81

GENERAL TERMS AND CONDITIONS
(Continued)

18. PRESSURES (Continued)

18.3 Natural gas delivered by Total Peaking to Customer or Customer's transporter in the liquid phase shall be at the pressure developed by the force of gravity on the liquid head contained in Total Peaking's storage tank or at the pressure developed by auxiliary equipment that may be in operation at the time of delivery.

19. NOTICES

Any notice, request, demand, or statement, provided for in Customer's service agreement, except as otherwise herein provided, may be posted on Total Peaking's IWS, given in writing, delivered in person or by United States Mail, to the parties hereto at the addresses shown below or at such other addresses as may hereafter be furnished to the other party in writing:

Customer: INVOICES, NOTICES, AND CORRESPONDENCE

Total Peaking: CORRESPONDENCE AND NOTICES
Total Peaking Services, L.L.C.
c/o TEN Companies, Inc.
60 Columbus Blvd
Hartford, CT 06103

Attention: Timothy E. Canavan
(860) 548-7342

Payments Shall Be Made By Wire Transfer To
Total Peaking Services, L.L.C. at Total Peaking's
bank.

STATEMENTS
Total Peaking Services, L.L.C.

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

Effective Date: 12/19/2000 Status: Effective

FERC Docket: RP01-175-002

2nd Revised Sheet No. 82 2nd Revised Sheet No. 82 : Effective

Superseding: First Revised Sheet No. 82

GENERAL TERMS AND CONDITIONS
(Continued)

20. MAXIMUM DAILY VOLUMES

20.1 Total Peaking shall endeavor to liquefy, vaporize, inject, and withdraw on any day as much of each firm Customer's nomination for such day as plant operating conditions permit. If, however, on any day, the total of all firm Customers' nominations exceed the liquefaction, vaporization, injection, or withdrawal capacity of the plant, then the nominations will be allocated based on each firm Customer's proportionate share of the total applicable capacity, but each firm Customer shall not be allocated less than its Maximum Daily Liquefaction Volume, Maximum Daily Vaporization Volume, Maximum Daily Injection Volume, or Maximum Daily Withdrawal Volume, unless caused by a force majeure event as provided in Section 16 of the General Terms and Conditions.

20.2 Total Peaking shall be obligated to accept gas for liquefaction in accordance with the above procedure only when Customer's Storage Volume is less than Customer's Maximum Contract Storage Capacity.

21. PENALTIES

RESERVED

22. FUEL REIMBURSEMENT

22.1 Categories of Fuel Usage. The two general categories of fuel usage are: (1) Direct Fuel Usage, consisting of (a) compression fuel, (b) dehydration fuel, and (c) line heating fuel; and (2) Indirect Fuel Usage, consisting of fuel that is consumed on site to (a) generate electricity, (b) heat facility (if any), and (c) lost and unaccounted for volumes to the extent required for the operation and maintenance of Total Peaking's gas storage facilities.

22.2 Fuel Reimbursement. Fuel Reimbursement shall be calculated separately for each service. Each Fuel Reimbursement charge shall be negotiated by Total Peaking and Customer such that reimbursement of fuel may be paid in kind as set forth in Customer's service agreement(s).

Effective Date: 08/15/2000 Status: Effective
FERC Docket: RP00-496-001

1st Revised Sheet No. 83 1st Revised Sheet No. 83 : Effective
Superseding: Original Sheet No. 83

GENERAL TERMS AND CONDITIONS
(Continued)

23. CAPACITY RELEASE

Any Customer under Rate Schedule LSV or LNG may seek to release for assignment to others any or all of its firm service entitlements, subject to the following terms and conditions:

23.1 Notice of Offer. A Customer offering to release firm service entitlements shall furnish written notice to Total Peaking, or via the IWS as specified by Total Peaking, of the terms of its offer. The Customer may propose a prearranged designated Replacement Customer to which the capacity would be released. Offers shall be binding until written or electronic notice of withdrawal is received by Total Peaking prior to the close of the applicable bid period; provided, however, such withdrawal shall only be valid if such Customer has an unanticipated requirement for such capacity and no minimum bid has been made. The notice must contain the reason for withdrawal which Total Peaking shall post on its IWS. The offer shall contain the following minimum information:

- (a) Customer's legal name and the name/title of individual who has authorized the offer to release.
- (b) Total Peaking's service agreement number.
- (c) A description of the capacity to be released and assigned. The notice must state the portion of the Maximum Contract Storage Capacity, the Maximum Daily Liquefaction Volume, and the Maximum Daily Withdrawal Volume and the associated Point(s) of Receipt and Point(s) of Delivery, subject to the proposed release and assignment. Release Quantity shall be expressed as a numeric quantity only.
- (d) The proposed effective date and term of the release and assignment.
- (e) The identity of any pre-arranged designated Replacement Customer and the full terms of such pre-arranged release.
- (f) The method to be applied in evaluating bids, allocating capacity and breaking ties, as described below.

Effective Date: 07/01/2003 Status: Effective

FERC Docket: RP03-495-000

First Revised Sheet No. 84 First Revised Sheet No. 84 : Effective

Superseding: Original Sheet No. 84

GENERAL TERMS AND CONDITIONS
(Continued)

23. CAPACITY RELEASE (Continued)

23.1 Notice of Offer (Continued)

- (g) whether, to what extent, and the conditions pursuant to which capacity will be subject to recall.
- (h) whether contingent bids that extend beyond the bid period may be submitted, how to evaluate and prioritize such bids against non-contingent bids, and whether the terms and conditions under which, and/or for what time period, the next highest bidder will be obligated to acquire the capacity should the winning contingent bidder withdraw its bid.
- (i) any extensions of the minimum posting/bid periods.
- (j) whether Releasing Customer desires to utilize the option for Biddable releases described in Section 23.3 below and any minimum terms applicable thereto. and
- (k) other special terms and conditions Customer imposes on the release of its capacity, including, but not limited to, minimum rates, term and quantity.
- (l) whether Releasing Customer elects to specify dollars and cents or percents of maximum contract rate in the denomination of bids. Once the choice is made, the bids shall comport with the choice.
- (m) for purposes of bidding and awarding, maximum/minimum rates shall include the contract reservation rate and all demand surcharges, as a total number or as stated separately.

Effective Date: 11/01/2010 Status: Effective
FERC Docket: RP10-1259-000

Third Revised Sheet No. 85 Third Revised Sheet No. 85
Superseding: Second Revised Sheet No. 85

GENERAL TERMS AND CONDITIONS
(Continued)

23. CAPACITY RELEASE (Continued)

23.2 Posting and Bidding Timeline.

(a) General. For the Capacity Release business process timing model, only the following methodologies shall be supported by Total Peaking and provided to Releasing Customers as choices from which they may select and, once chosen, shall be used in determining the awards from the bid(s) submitted. They are: 1) highest rated, 2) net revenue, and 3) present value. Other choices of bid evaluation methodology (including other Releasing Customer defined evaluation methodologies) can be accorded similar timeline evaluation treatment at Total Peaking's discretion. However, Total Peaking is not required to offer other choices or similar timeline evaluation treatment for other choices, nor, is Total Peaking held to the timeline should the Releasing Customers elect another method of evaluation. The Capacity Release timeline is applicable to all parties involved in the Capacity Release process; however, it is, only applicable if (i) all information provided by the parties to the transaction is valid and the Replacement Customer has been determined to be credit worthy before the capacity release bid is tendered and (ii) there are no special terms or conditions of the release. Total Peaking will comply with the Capacity Release timeline established by the North American Energy Standards Board as follows:

(b) NAESB Standard Timeline. NAESB Standard 5.3.1 states: The Capacity Release timeline is applicable to all parties involved in the Capacity Release process; however, it is only applicable if 1) all information provided by the parties to the transaction is valid and the acquiring shipper has been determined to be creditworthy before the capacity release bid is tendered and 2) there are no special terms or conditions of the release.

(c) Bidding Periods. For releases, NAESB Standard 5.3.2 provides the following Bidding Periods:

For biddable releases (1 year or less):

- offers should be tendered by 12:00 P.M. on a Business Day;
 - open season ends no later than 1:00 P.M. on a Business Day
- evaluation period begins at 1:00 P.M. during which contingency is eliminated, determination of best bid is made, and ties are broken);

Effective Date: 11/01/2010 Status: Effective
FERC Docket: RP10-1259-000

First Revised Sheet No. 85A First Revised Sheet No. 85A
Superseding: Original Sheet No. 85A

- evaluation period ends and award posting if no match required at 2:00 P.M.;
- match or award is communicated by 2:00 P.M.;
- match response by 2:30 P.M.;
- where match required, award posting by 3:00 P.M.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time).

For biddable releases (more than 1 year):

- offers should be tendered by 12:00 P.M. four Business Days before award;
- open season ends no later than 1:00 P.M. on the Business Day before timely nominations are due (open season is three Business Days);
- evaluation period begins at 1:00 P.M. during which contingency is eliminated, determination of best bid is made, and ties are broken;
- evaluation period ends and award posting if no match required at 2:00 P.M.;
- match or award is communicated by 2:00 P.M.;
- match response by 2:30 P.M.;
- where match required, award posting by 3:00 P.M.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time).

For non-biddable releases:

Timely Cycle

- posting of prearranged deals not subject to bid are due by 10:30 A.M.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time).

Evening Cycle

- posting of prearranged deals not subject to bid are due by 5:00 P.M.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time).

Effective Date: 07/01/2003 Status: Effective
FERC Docket: RP03-495-000

Original Sheet No. 85B Original Sheet No. 85B : Effective

Intraday 1 Cycle

- posting of prearranged deals not subject to bid are due by 9:00 A.M.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time).

Intraday 2 Cycle

- posting of prearranged deals not subject to bid are due by 4:00 P.M.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time).

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

- 23.3 Pre-arranged Releases. Customer may designate an entity (a prearranged designated Replacement Customer) to which it has agreed to release the capacity upon specified terms and conditions. Customer's offer to release under such a pre-arranged transaction shall be subject to the prior posting and bidding procedures described in Section 23.2, herein, with the pre-arranged designated Replacement Customer being given a right to match the best bid submitted during the bid period; provided, however, if a pre-arranged transaction with a designated Replacement Customer is for a period of

Second Revised Sheet No. 86 Second Revised Sheet No. 86 : Effective
Superseding: Substitute First Revised Sheet No. 86
GENERAL TERMS AND CONDITIONS
(Continued)

23. CAPACITY RELEASE (Continued)

23.3 Pre-arranged Releases. (Continued)

31 days or less, the Releasing Customer shall provide notice to Total Peaking in accordance with this section and may implement the release without complying with such prior posting and bidding procedures. Customers proposing Capacity Release of 32 to 364 days still must follow the bidding procedures contained herein. Notice of such exempted releases shall be posted on the IWS in accordance with Section 23.2 herein.

23.4 Posting. Following receipt of a notice of offer to release capacity which satisfies the requirements set forth in this section, Total Peaking will post such information on its IWS in accordance with the timeline set forth in section 23.2 herein, which posting will include: (1) the details of any offer to release capacity, i.e. quantity, time period, receipt and delivery points, restrictions and conditions associated with the offer; (2) details of all bids for the capacity; (3) details of the bid that was awarded, and (4) any withdrawals of offers or bids. Total Peaking shall also post offers to purchase capacity from those who desire current Customers to release capacity upon receipt of the applicable information as set forth in this section.

23.5 Bidding and Selection of Replacement Customer. All bids must contain the applicable information required in this section and must also be accompanied by a Request for Service in the form set forth at Section 3 of the General Terms and Conditions of this FERC Gas Tariff. If Releasing Customer desires to solicit bids for releases of 31 days or less, it may direct Total Peaking to post notice of the availability of such capacity and, in lieu of permitting bids during the otherwise applicable posting period, award the capacity to the bidder which submits first in time a valid bid meeting any minimum terms specified by the Releasing Customer. A bidder may not have more than one eligible bid for the same release offer at any time. Bids shall be binding until written or electronic notice of withdrawal is received by Total Peaking before 2:00 p.m. on the last day of the bid period. Bids cannot be withdrawn after the bid period ends. Once a bid is withdrawn, that bidder may only submit a new bid pursuant to that release offer if it is at a higher rate than the withdrawn bid. Total Peaking shall evaluate the bids in accordance with the

GENERAL TERMS AND CONDITIONS
(Continued)

23. CAPACITY RELEASE (Continued)

23.5 Bidding and Selection of Replacement Customer. (Continued)

provisions of this section and determine the best bid by 3:00 p.m. on the day before nominations are due. Total Peaking shall notify Releasing Customer, the best bidder, and any pre-arranged designated Replacement Customer of such determination by 4:00 p.m. on the day before nominations are due. Upon such notice by the prearranged designated Replacement Customer, or expiration of the period during which it may match the best bid (or, if not applicable, the notice required at the close of the bid period shall suffice), the chosen Replacement Customer then shall execute promptly a service agreement pursuant to the applicable rate schedule covering the released capacity for the period of the release. To expedite the implementation and utilization of released capacity, Releasing Customer may require bidders, or bidder may do so on its own accord, to submit with its bid duplicate originals, executed on behalf of the prospective Replacement Customer, of a service agreement (Total Peaking will make such documents available to any bidders which so request) with express consent and approval for Total Peaking, if that bidder is selected as the Replacement Customer, to prepare and deem effective the applicable exhibits to said service agreement to incorporate the terms of the bid and release, and thereby legally bind Replacement Customer upon execution by Total Peaking alone. Following implementation of the release, Total Peaking shall post notice on its TBB of the winning bidder.

23.6 Best Bid. When Total Peaking makes awards of capacity for which there have been multiple bids meeting minimum conditions, Total Peaking shall award the bids, best bid first, until all offered Daily Liquefaction Volume, Daily Withdrawal Volume or Storage Capacity is awarded. Total Peaking shall evaluate and determine the best bid among those otherwise consistent with any terms and conditions specified by the Releasing Customer as follows:

GENERAL TERMS AND CONDITIONS
(Continued)

23. CAPACITY RELEASE (Continued)

23.6 Best Bid (Continued)

- (a) Total Peaking shall apply the standard or criteria for such determination specified by the Releasing Customer, including the standard to be used for breaking ties. Any standard or criteria so specified must be objective, economic, not unduly discriminatory, not contrary to applicable provisions of this FERC Gas Tariff, applicable to all potential Replacement Customers and require Total Peaking in applying such standard to exercise no more than a ministerial function. The Releasing Customer shall indemnify and hold Total Peaking harmless from and against all demands, losses, claims, expenses, causes of action and/or damages suffered or incurred by Total Peaking arising out of or related to any determination of a "best bid" pursuant to a standard specified, supplied, approved or provided by Releasing Customer.
- (b) In default of Releasing Customer specifying a bid evaluation standard, Total Peaking shall determine the bid or bids generating the highest net present value, using a 10% discount factor, based on the rate bid (reservation or demand component), the applicable quantity(ies) and term or period bid upon.

- 23.7 Qualification of Prospective Replacement Customer. A prospective Replacement Customer must satisfy all requirements of the applicable rate schedule and the General Terms and Conditions of this FERC Gas Tariff. Prior to submitting a bid pursuant to this section, a bidder must pre-qualify as a prospective Replacement Customer by submitting a credit application as provided for in Section 3.2 of these General Terms and Conditions specifying that the submission is for the purpose of pre-qualifying to submit bids on released capacity. Total Peaking will apply its creditworthiness criteria to assess the submissions.

GENERAL TERMS AND CONDITIONS
(Continued)

23. CAPACITY RELEASE (Continued)

23.8 Nominations. Following its selection, execution of a service agreement and compliance with other applicable Tariff provisions, and prior to the flow of Gas, the Replacement Customer shall be required to make nominations pursuant to the terms and conditions of the applicable rate schedule and the General Terms and Conditions of this FERC Gas Tariff.

23.9 Billing. The Replacement Customer shall be billed and make payments to Total Peaking in accordance with the applicable rate schedule, other provisions of this FERC Gas Tariff and of its service agreement incorporating its bid terms. Unless Total Peaking otherwise agrees, the Replacement Customer shall pay or be liable for the applicable charges (plus all applicable surcharges, Fuel Reimbursement, taxes, penalties, etc.) applicable under the relevant rate schedule attributable to its usage of the released capacity. Total Peaking shall continue to bill the Releasing Customer all applicable charges under its existing service agreement, excluding usage charges (plus all applicable surcharges, Fuel Reimbursement, taxes, penalties, etc.) billed to the Replacement Customer and attributable to its usage of the released capacity. Invoices sent to the Releasing Customer shall reflect a credit equal to any reservation charges (plus all surcharges applicable thereto) being billed to the Replacement Customer for the released capacity rights, or as otherwise agreed. If the Replacement Customer fails to pay when due all or part of the amounts credited to the Releasing Customer, Total Peaking shall pursue payment from the Replacement Customer by notifying such Customer by registered letter, return receipt requested, that it has five Days from receipt of such letter to pay the amount due including any applicable interest. If the Replacement Customer fails to pay such amount by the end of the fifth Day, Total Peaking shall reverse the credit and bill the Releasing Customer for such past due amounts, plus applicable interest.

GENERAL TERMS AND CONDITIONS
(Continued)

23. CAPACITY RELEASE (Continued)

23.10 Rights and Obligations of the Parties

- (a) Unless Total Peaking otherwise agrees, the service agreement between the Releasing Customer and Total Peaking shall remain in full force and effect with the Customer to receive a credit to its invoice as described hereinabove. The service agreement executed by the Replacement Customer shall be fully effective and enforceable by and against the Replacement Customer. The Replacement Customer may also release capacity pursuant to this section, and in such event and for such purposes, shall be considered the Releasing Customer.

- (b) Total Peaking shall accept nominations, schedule service, afford priority of service and interrupt service based on instructions and communications from the Releasing Customer and the Replacement Customer which are consistent with one another and with the terms and conditions of Total Peaking's FERC Gas Tariff and their respective service agreements. In the event that instructions or nominations from the Releasing Customer and Replacement Customer are, in Total Peaking's opinion, inconsistent or conflicting, Total Peaking shall comply with the instructions of the Releasing Customer; provided, however, that such instructions must not be inconsistent with Total Peaking's FERC Gas Tariff or the terms of either the Releasing Customer's or Replacement Customer's service agreement, in Total Peaking's opinion. The Releasing Customer will indemnify Total Peaking against any claim or suit by the Replacement Customer, its successors assigns, arising from any action taken by Total Peaking in reliance upon the Releasing Customer's nominations and instructions and will hold Total Peaking harmless for any action taken by Total Peaking in reliance upon the

Effective Date: 08/15/2000 Status: Effective

FERC Docket: RP00-496-001

1st Revised Sheet No. 91 1st Revised Sheet No. 91 : Effective
Superseding: Original Sheet No. 91

GENERAL TERMS AND CONDITIONS
(Continued)

23. CAPACITY RELEASE (Continued)

23.10 Rights and Obligations of the Parties (Continued)

23.10(b) (Continued)

nominations and scheduling instructions of the Replacement Customer; provided, however, that the Releasing Customer shall not be liable for the Replacement Customer's failure to pay the usage charges (plus all applicable surcharges, Fuel Reimbursement, taxes, penalties, etc.) billed to the Replacement Customer and attributable to its usage of the released capacity. The Replacement Customer will indemnify Total Peaking against any claim or suit by the Releasing Customer, its successors or assigns, arising from any action taken by Total Peaking in reliance upon the nominations and scheduling instructions of the Replacement Customer and will hold Total Peaking harmless for any actions taken by Total Peaking in reliance upon the instructions of the Releasing Customer.

23.11 Marketing Fee. If Total Peaking and the Releasing Customer so agree Total Peaking may receive a negotiated fee for its marketing efforts.

23.12 Limitations

- (a) Releases and assignments hereunder shall be for period(s) of one or more Day(s) and the maximum term must be for no longer than the expiration of the service agreement subject to the assignment.
- (b) Total Peaking may invalidate any offer to release or any bid subsequent to its posting on the IWS which does not conform to the requirements of this section and the other provisions of this FERC Gas Tariff and such invalidated offer or bid shall be deemed null and void.

GENERAL TERMS AND CONDITIONS
(Continued)

23. CAPACITY RELEASE (Continued)

23.12 Limitations (Continued)

- (c) Any terms and conditions imposed on the offer to release by the Releasing Customer as provided for in this section must be objectively stated, reasonable, capable of administration or implementation by Total Peaking without any material increase in burden or expense, applicable to all potential bidders, not unduly discriminatory, and consistent with the terms and conditions of this FERC Gas Tariff and Releasing Customer's service agreement.
- (d) A Releasing Customer may re-release to the same replacement shipper for a term of 31 days or less at the agreed upon applicable maximum rates if: 1) a period of 28 days has elapsed after the first release for 31 days or less has expired or 2) the Point(s) of Receipt and/or Point(s) of Delivery for the re-release is different from the Point(s) of Receipt and/or Point(s) of Delivery of the first release or 3) the Releasing Customer causes the posting of an offer to release capacity or of a pre-arranged transaction to be made, and capacity is allocated on the basis of bids submitted. A Releasing Customer may also re-release (without a twenty-eight day waiting period) to the same Replacement Customer for any term at the agreed upon rates.
- (e) If the Releasing Customer retains recall rights, it shall specify the condition(s) precedent to such recall and any recall must be for a period of one or more Day(s). If the Releasing Customer wishes to recall capacity to be effective for a gas day, the notice should be provided to Total Peaking and the Replacement Customer no later than 8:00 a.m. Central Clock Time on the nomination day. The Releasing Customer shall exercise and administer such recall

GENERAL TERMS AND CONDITIONS
(Continued)

23. CAPACITY RELEASE (Continued)

23.12 Limitations (Continued)

rights and Total Peaking may rely on the Releasing Customer's notice and instructions. Releasing Customer shall indemnify and hold Total Peaking harmless from and against all demands, losses, causes of action, expenses and/or damages resulting from or relating to Releasing Customer's exercise of its recall rights and Total Peaking's compliance therewith including claims by the affected Replacement Customer(s). Total Peaking shall also support the function of reputting by Releasing Customers. Reput method and rights should be specified at the time of the deal. Reput method and rights are individually negotiated between the Releasing Customer and the Replacement Customer.

24. PERIODIC RATE ADJUSTMENTS AND SURCHARGES

Total Peaking shall have the right to file for changes to its rates and to all other charges applicable to the service hereunder and all other surcharges as may be applicable. Such changed rates and charges shall be effective and applicable, subject to refund as determined by the FERC, after any notice as may be required by the FERC or at the end of any suspension period ordered by the FERC, and such changed rate or charge shall be the effective rate or charge under the Service Agreement; provided, however, that nothing set forth herein shall prohibit, or be construed to prohibit, Customer from protesting or opposing any change to a rate or charge as may be proposed or otherwise sought by Total Peaking.

25. RIGHT OF FIRST REFUSAL

25.1 Right of First Refusal at End of Contract Term. Total Peaking may discontinue service to a Customer at the end of the primary term or any renewed term of the Customer's LSV or LNG Agreement unless (i) the Customer exercises any applicable renewal right in the LSV or LNG Agreement; or (ii) in the case of a long term LSV or LNG Agreement, the Customer exercises its right of first refusal for the capacity covered by the LSV or LNG Agreement by matching the terms offered to Total Peaking during an open

GENERAL TERMS AND CONDITIONS
(Continued)

25. RIGHT OF FIRST REFUSAL (Continued)

25.1 Right of First Refusal at End of Contract Term (Continued)

season, conducted pursuant to Section 3 of the General Terms and Conditions of Total Peaking's currently effective tariff, for such capacity by any qualified prospective successor customer. A "long term LNG-1 Agreement," as that term is used in this Section, is an LNG-1 Agreement having a primary term of one (1) year or more. A prospective successor customer is "qualified," within the meaning of this section, if such prospective successor customer meets the creditworthiness criteria set forth in Section 3 of the General Terms and Conditions of Total Peaking's currently effective tariff.

25.2 Exercise of Right of First Refusal.

- (a) Not less than twelve (12) months prior to the termination or expiration of a long term LSV or LNG Agreement, an open season will be held for the purpose of awarding the capacity that is to become available upon the long term LSV or LNG Agreement's termination or expiration. This open season will be conducted pursuant to the terms and conditions set forth in Section 3 of the General Terms and Conditions of Total Peaking's currently effective tariff.
- (b) Bids from qualified successor customers who desire, in whole or in part, the capacity to be made available upon the expiration or termination of the long-term LSV or LNG Agreement must be received by Total Peaking no later than six (6) months before the effective date of the expiration or termination of the long-term LSV or LNG Agreement. Upon expiration of the open season, Total Peaking will select the highest bid received from a qualified successor customer and communicate the terms of the highest bid, including, if applicable, whether the highest bid is for a higher priority service, to the current

GENERAL TERMS AND CONDITIONS
(Continued)

25. RIGHT OF FIRST REFUSAL (Continued)

25.2 Exercise of Right of First Refusal. Continued

capacity holder, who may elect, within ten (10) Business Days or such greater time as Total Peaking may specify, to execute a renewal LSV or LNG Agreement upon the same terms. In determining which bid for the capacity is the highest, Total Peaking will use the present value formula set forth in Section 18.1 of the General Terms and Conditions of Total Peaking's currently effective tariff.

- (c) If the current capacity holder does not elect to match the terms of such highest bid, its LSV or LNG Agreement will expire at the conclusion of its term and Total Peaking will be deemed to have all necessary abandonment authorization under the NGA with respect to such service. Total Peaking may enter into a new LSV or LNG Agreement with the qualified successor customer who submitted the highest bid.
- (d) Total Peaking shall retain the right to require a minimum rate, which shall be market-based, for bids during any such open season.

25.3 Continuation of Service. If during the open season, Total Peaking receives no bids or rejects all bids, Total Peaking and the current capacity holder may negotiate for continuation of service under mutually satisfactory rates, terms, and conditions.

26. MARKETING AFFILIATE RULE COMPLIANCE PROCEDURES

26.1 Uniform Application. All terms and conditions contained in this tariff shall be applied in a uniform and nondiscriminatory manner without regard to affiliation of any entity to Total Peaking.

26.2 Comparability of Service. Total Peaking shall provide service under rate schedules LSV, LNG, LNG-I, and LSV-I on a basis that is equal in quality for all gas liquefied, stored, vaporized and/or delivered under those rate schedules, regardless of the identity of the Customer.

GENERAL TERMS AND CONDITIONS
(Continued)

26. MARKETING AFFILIATE RULE COMPLIANCE PROCEDURES (Continued)

26.3 Shared Facilities and Employees. Total Peaking shares no facilities or operating employees with any marketing affiliate.

27. REMOVAL OF INVENTORY

27.1 Removal. If (a) a Customer's storage capacity is curtailed under the terms of this tariff, (b) a Customer's storage capacity is released or recalled from release under Section 23 of these General Terms and Conditions, or (c) a Customer's service agreement terminates, then Customer shall remove its LNG inventory at the maximum rate achievable by Total Peaking's facilities commencing (i) at the earliest practicable time following notice by Total Peaking but no later than twenty-four hours following such notice, in the event of curtailments; (ii) upon the effectiveness of the release, in the event of a capacity release under Section 23; (iii) at the time specified in the notice of recall, in the event of a capacity recall under Section 23; or (iv) upon the termination of the service agreement, in the event of a termination. If the Customer fails to so remove such LNG then Total Peaking may, at its option, take title to such LNG free and clear of any adverse claims, in which case Customer shall indemnify Total Peaking and hold it harmless from all costs, damages, and liabilities arising out of the failure of the Customer to remove such LNG and the disposal of such LNG by Total Peaking, including storage charges under the applicable rate schedule. In the event that, notwithstanding its exercise of due diligence, Customer is inhibited from so withdrawing its LNG, Total Peaking shall pay to Customer any net proceeds from Total Peaking's sale of the LNG. Total Peaking shall use reasonable efforts to maximize the sales price of such LNG.

Effective Date: 11/01/2010 Status: Effective
FERC Docket: RP10-1259-001

Sixth Revised Sheet No. 97 Sixth Revised Sheet No. 97
Superseding: Fifth Revised Sheet No. 97

GENERAL TERMS AND CONDITIONS
(Continued)

27. REMOVAL OF INVENTORY (Continued)

27.2 Liability. Total Peaking shall not be taken to have breached its obligations under any rate schedule, service agreement, or these General Terms and Conditions of this tariff by reason of any Customer's failure to remove its LNG under this Section 27 or Total Peaking's inability to dispose of such inventory if it has elected to take title to such inventory.

28. TERM OF EXECUTED SERVICE AGREEMENTS

28.1 Firm Service Agreements. The primary term to be covered by an executed firm service agreement shall be as mutually agreed at the time of execution. Upon the expiration of the primary term, the term of such firm service agreement shall continue from year-to-year until terminated either by Total Peaking or by Customer upon twelve months prior written notice to the other specifying a termination date at the end of such agreed period or any yearly period thereafter unless the applicable service agreement provides otherwise.

28.2 Interruptible Service Agreements. The primary term to be covered by an executed interruptible service agreement shall be as mutually agreed at the time of execution. Upon the expiration of the primary term, the term of such interruptible service agreement shall continue from month-to-month until terminated either by Total Peaking or by Customer upon one month's prior written notice to the other specifying a termination date at the end of such agreed period or any monthly period thereafter unless the applicable service agreement provides otherwise.

29. NORTH AMERICAN ENERGY STANDARDS BOARD

Total Peaking has adopted the applicable Business Practices and Electronic Communications Standards which are required by the Commission in 18 CFR, Section 284.12(a), as amended from time to time, in accordance with Order No. 587, et al., except as authorized by Commission order. In addition to the NAESB WGQ Standards incorporated verbatim or by reference elsewhere in the Tariff, Total Peaking specifically incorporates by reference the following NAESB WGQ Version 1.9 Standards, Definitions, and Data Sets, by reference:

Effective Date: 01/10/2011 Status: Effective

FERC Docket: RP10-1259-001

Sixth Revised Sheet No. 98 Sixth Revised Sheet No. 98

Superseding: Fifth Revised Sheet No. 98

GENERAL TERMS AND CONDITIONS
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Additional Standards:

General:

Principles (Optional):

0.3.2, 0.3.16, 0.3.17,

Creditworthiness:

Standards:

0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10,

Nominations Related Standards:

Principles (Optional)

1.1.7, 1.1.22,

Definitions:

1.2.1, 1.2.2, 1.2.5, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18,

Standards:

1.3.1, 1.3.3, 1.3.4, 1.3.7, 1.3.15, 1.3.16, 1.3.20, 1.3.23, 1.3.24,
1.3.25, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.64, 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,

Flowing Gas Related Standards:

Principles (Optional):

2.1.6,

Definitions:

2.2.4, 2.2.5,

Standards:

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, 2.3.31, 2.3.40, 2.3.41, 2.3.42, 2.3.43, 2.3.44,
2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.49, 2.3.50, 2.3.51, 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,

Invoicing Related Standards:

Standards:

3.3.2, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.11, 3.3.12, 3.3.13,
3.3.14, 3.3.15, 3.3.16, 3.3.18, 3.3.20, 3.3.21, 3.3.26,

Quadrant Electronic Delivery Mechanism Related Standards

Principles (Optional):

4.1.40,

Definitions:

4.2.1,

Standards:

4.3.1, 4.3.2, 4.3.3, 4.3.5, 4.3.16, 4.3.18, 4.3.22, 4.3.25,
4.3.89, 4.3.91, 4.3.92,

Capacity Release Standards:

Principles (Optional):

5.1.2, 5.1.3, 5.1.4,

Definitions:

5.2.1, 5.2.2, 5.2.3,

Standards:

5.3.5, 5.3.7, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.17, 5.3.18, 5.3.19,
5.3.20, 5.3.21, 5.3.22, 5.3.24, 5.3.41, 5.3.42, 5.3.44, 5.3.45, 5.3.46,

5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.53, 5.3.54, 5.3.55,
5.3.56, 5.3.57, 5.3.58, 5.3.59, 5.3.60,

Data sets:

5.4.13, 5.4.14, 5.4.15, 5.4.16,

Effective Date: 08/15/2000 Status: Effective
FERC Docket: RP00-496-001

1st Revised Sheet No. 99 1st Revised Sheet No. 99 : Effective
Superseding: Substitute Original Sheet No. 99
FORM OF REQUEST FOR STORAGE SERVICE

Customers seeking service from Total Peaking must submit a request for service in the following form:

Total Peaking Services, L.L.C.
775 Oronoque Road
Milford, Connecticut 06460

Attn: Operating Manager

_____ ("Customer") hereby requests storage service from Total Peaking Services, L.L.C. ("Total Peaking") and hereby provides the following information in connection with this request:

(a) Complete legal name of Customers:

(b) Type of legal entity and state of incorporation:

(c) Type of company:

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

(d) The specific affiliation of the party requesting service with Total Peaking: _____

FORM OF REQUEST FOR STORAGE SERVICE (Continued)

- (1) Name of person responsible for this request; address, telephone and fax numbers to which correspondence or other communications should be directed. State relationship to Customer.

- (2) Name, address, telephone number and fax number of twenty-four hour contact person(s) for purposes of dispatching.

- (f) Are additional or new facilities required to receive or deliver gas for the storage service requested herein?

_____ Yes _____ No

- (g) Name and title of the person or persons who are authorized to execute a written storage agreement with Total Peaking.

- (h) Maximum Contract Storage Capacity _____

- (i) For Liquefaction, Storage, and Vaporization Service under Rate Schedules LSV or LSV-I

(1) Maximum Daily Liquefaction Volume _____

(2) Maximum Vaporization Volume _____

- (j) For LNG Storage Service under Rate Schedules LNG or LNG-I

(1) Maximum Daily Injection Volume _____

(2) Maximum Daily Withdrawal Volume _____

FORM OF REQUEST FOR STORAGE SERVICE (Continued)

(k) The origin of natural gas or LNG, the name of the party delivering natural gas or the LNG, and the name of the party receiving the natural gas or LNG.

(l) (1) Service is requested under Rate Schedule:

- LSV
- LNG
- LSV-I
- LNG-I

(2) Is service requested under Section 311 of the Natural Gas Policy Act of 1978?

Yes No

(3) Date service is proposed to commence: _____

(4) Date service is proposed to terminate: _____

(5) Price offered for the service: _____

Effective Date: 04/01/1998 Status: Effective
FERC Docket: CP96-339-001

Original Sheet No. 102 Original Sheet No. 102 : Effective

FORM OF SERVICE AGREEMENT
(Applicable to Firm Service under Rate Schedule LSV)

This Agreement, is made and entered into this _____ day of _____, by and between Total Peaking Services, L.L.C., a Delaware limited liability company (hereinafter referred to as "Total Peaking") and _____, a _____ (hereinafter referred to as "Customer" whether one or more persons).

In consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

ARTICLE I
QUANTITY OF LNG TO BE STORED

Subject to the terms, conditions and limitations hereof and of Total Peaking's Rate Schedule LSV, Total Peaking agrees to provide firm liquefaction, storage, and vaporization service, specifically to:

- (a) receive for Customer's account and liquefy up to the following quantity of gas _____ Dt, to constitute Customer's Maximum Daily Liquefaction Volume;
- (b) inject into its storage facility liquefied natural gas ("LNG") in liquid form;
- (c) store such LNG up to a total quantity at any one time of _____ Dt, to constitute Customer's Maximum Contract Storage Capacity; and
- (d) withdraw such stored gas requested by Customer and vaporize up to _____ Dt, to constitute Customer's Maximum Daily Vaporization Volume, and deliver such Regasified LNG to Customer or for Customer's account.

ARTICLE II
TERM OF AGREEMENT

This agreement shall become effective as of _____, shall continue in effect for a term of _____ years ("Primary Term") and shall remain in force from year-to-year thereafter unless terminated by either party pursuant to Section ___ of the General Terms and Conditions.

Effective Date: 04/01/1998 Status: Effective
FERC Docket: CP96-339-001

Original Sheet No. 103 Original Sheet No. 103 : Effective

FORM OF SERVICE AGREEMENT
(Applicable to Firm Service under Rate Schedule LSV)
(Continued)

ARTICLE III
RATE SCHEDULE AND ADJUSTMENTS

Customer shall pay for all services rendered hereunder and for the availability of such service under Total Peaking's Rate Schedule LSV as filed with the Federal Energy Regulatory Commission, and as the same may be hereafter revised or changed. The rate to be charged Customer for storage hereunder shall be negotiated. Customer agrees that Total Peaking shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Total Peaking's Rate Schedule LSV, (b) Total Peaking's Rate Schedule LSV, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule LSV. Total Peaking agrees that Customer may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Total Peaking's existing FERC Gas Tariff as may be found necessary to assure that the provisions in (a), (b), or (c) above are just and reasonable.

ARTICLE IV
ADDRESSES

Except as herein otherwise provided, or as provided in the General Terms and Conditions of Total Peaking's FERC Gas tariff, any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or first class mail to the post office address of the parties hereto, as the case may be, as follows:

- (a) Total Peaking: _____

- (b) Customer: _____

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

Effective Date: 04/01/1998 Status: Effective
FERC Docket: CP96-339-001

Original Sheet No. 104 Original Sheet No. 104 : Effective

FORM OF SERVICE AGREEMENT
(Applicable to Firm Service under Rate Schedule LSV)
(Continued)

ARTICLE V
RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Total Peaking's applicable rate schedules and of Total Peaking's General Terms and Conditions on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which rate schedules and General terms and Conditions are by this reference made a part hereof.

ARTICLE VI
INTERPRETATION

The interpretation and performance of this Agreement shall be in accordance with the laws of the state of Connecticut, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.

ARTICLE VII
AGREEMENTS BEING SUPERSEDED

When this Agreement becomes effective, it shall supersede (as of the date of commencement of service hereunder) the following agreements between parties hereto for the storage of natural gas by Total Peaking for Customer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective agents thereunto duly authorized, the day and year first above written.

TOTAL PEAKING SERVICES, L.L.C.

By: _____

Title: _____

(CUSTOMER)

By: _____

Title: _____

Effective Date: 04/01/1998 Status: Effective
FERC Docket: CP96-339-001

Original Sheet No. 105 Original Sheet No. 105 : Effective

FORM OF SERVICE AGREEMENT
(Applicable to Firm Service under Rate Schedule LNG)

This Agreement, is made and entered into this _____ day of _____, by and between Total Peaking Services, L.L.C., a Delaware limited liability company (hereinafter referred to as "Total Peaking") and _____, a _____ (hereinafter referred to as "Customer" whether one or more persons).

In consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

ARTICLE I
QUANTITY OF LNG TO BE STORED

Subject to the terms, conditions and limitations hereof and of Total Peaking's Rate Schedule LNG, Total Peaking agrees to provide firm LNG storage service, specifically to:

- (a) receive for Customer's account and inject into Total Peaking's Facilities up to the following quantity of liquefied natural gas ("LNG") in liquid form _____ Dt, to constitute Customer's Maximum Daily Injection Volume;
- (b) store such LNG up to a total quantity at any one time of _____ Dt, to constitute Customer's Maximum Contract Storage Capacity; and
- (c) withdraw such stored gas requested by Customer up to _____ Dt, to constitute Customer's Maximum Daily Withdrawal Volume.

ARTICLE II
TERM OF AGREEMENT

This agreement shall become effective as of _____, shall continue in effect for a term of _____ years ("Primary Term") and shall remain in force from year-to-year thereafter unless terminated by either party pursuant to Section ___ of the General Terms and Conditions.

Effective Date: 04/01/1998 Status: Effective
FERC Docket: CP96-339-001

Original Sheet No. 106 Original Sheet No. 106 : Effective

FORM OF SERVICE AGREEMENT
(Applicable to Firm Service under Rate Schedule LNG)
(Continued)

ARTICLE III
RATE SCHEDULE AND ADJUSTMENTS

Customer shall pay for all services rendered hereunder and for the availability of such service under Total Peaking's Rate Schedule LNG as filed with the Federal Energy Regulatory Commission, and as the same may be hereafter revised or changed. The rate to be charged Customer for storage hereunder shall be negotiated. Customer agrees that Total Peaking shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Total Peaking's Rate Schedule LNG, (b) Total Peaking's Rate Schedule LNG, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule LNG. Total Peaking agrees that Customer may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Total Peaking's existing FERC Gas Tariff as may be found necessary to assure that the provisions in (a), (b), or (c) above are just and reasonable.

ARTICLE IV
ADDRESSES

Except as herein otherwise provided, or as provided in the General Terms and Conditions of Total Peaking's FERC Gas tariff, any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or first class mail to the post office address of the parties hereto, as the case may be, as follows:

- (a) Total Peaking: _____

- (b) Customer: _____

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

Effective Date: 04/01/1998 Status: Effective
FERC Docket: CP96-339-001

Original Sheet No. 107 Original Sheet No. 107 : Effective

FORM OF SERVICE AGREEMENT
(Applicable to Firm Service under Rate Schedule LNG)
(Continued)

ARTICLE V
RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Total Peaking's applicable rate schedules and of Total Peaking's General Terms and Conditions on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which rate schedules and General terms and Conditions are by this reference made a part hereof.

ARTICLE VI
INTERPRETATION

The interpretation and performance of this Agreement shall be in accordance with the laws of the state of Connecticut, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.

ARTICLE VII
AGREEMENTS BEING SUPERSEDED

When this Agreement becomes effective, it shall supersede (as of the date of commencement of service hereunder) the following agreements between parties hereto for the storage of natural gas by Total Peaking for Customer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective agents thereunto duly authorized, the day and year first above written.

TOTAL PEAKING SERVICES, L.L.C.

By: _____

Title: _____

(CUSTOMER)

By: _____

Title: _____

Effective Date: 04/01/1998 Status: Effective
FERC Docket: CP96-339-001

Original Sheet No. 108 Original Sheet No. 108 : Effective

FORM OF SERVICE AGREEMENT
(Applicable to Interruptible Service under Rate Schedule LSV-I)

This Agreement, is made and entered into this _____ day of _____, by and between Total Peaking Services, L.L.C., a Delaware limited liability company (hereinafter referred to as "Total Peaking") and _____, a _____ (hereinafter referred to as "Customer" whether one or more persons).

In consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

ARTICLE I
QUANTITY OF LNG TO BE STORED

Subject to the terms, conditions and limitations hereof and of Total Peaking's Rate Schedule LSV-I, Total Peaking agrees to provide interruptible liquefaction, storage, and vaporization service, specifically to:

- (a) receive for Customer's account and liquefy up to the following quantity of gas _____ Dt, to constitute Customer's Maximum Daily Liquefaction Volume;
- (b) inject into its storage facility liquefied natural gas ("LNG") in liquid form;
- (c) store such LNG up to a total quantity at any one time of _____ Dt, to constitute Customer's Maximum Contract Storage Capacity; and
- (d) withdraw such stored gas requested by Customer and vaporize up to _____ Dt, to constitute Customer's Maximum Daily Vaporization Volume, and deliver such Regasified LNG to Customer or for Customer's account.

ARTICLE II
TERM OF AGREEMENT

This agreement shall become effective as of _____, shall continue in effect for a term of _____ years ("Primary Term") and shall remain in force from month-to-month thereafter unless terminated by either party pursuant to Section ___ of the General Terms and Conditions.

Effective Date: 04/01/1998 Status: Effective
FERC Docket: CP96-339-001

Original Sheet No. 109 Original Sheet No. 109 : Effective

FORM OF SERVICE AGREEMENT
(Applicable to Interruptible Service under Rate Schedule LSV-I)
(Continued)

ARTICLE III
RATE SCHEDULE AND ADJUSTMENTS

Customer shall pay for all services rendered hereunder and for the availability of such service under Total Peaking's Rate Schedule LSV-I as filed with the Federal Energy Regulatory Commission, and as the same may be hereafter revised or changed. The rate to be charged Customer for storage hereunder shall be negotiated. Customer agrees that Total Peaking shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Total Peaking's Rate Schedule LSV-I, (b) Total Peaking's Rate Schedule LSV-I, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule LSV-I. Total Peaking agrees that Customer may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Total Peaking's existing FERC Gas Tariff as may be found necessary to assure that the provisions in (a), (b), or (c) above are just and reasonable.

ARTICLE IV
ADDRESSES

Except as herein otherwise provided, or as provided in the General Terms and Conditions of Total Peaking's FERC Gas tariff, any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or first class mail to the post office address of the parties hereto, as the case may be, as follows:

- (a) Total Peaking: _____

- (b) Customer: _____

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

Effective Date: 04/01/1998 Status: Effective
FERC Docket: CP96-339-001

Original Sheet No. 110 Original Sheet No. 110 : Effective

FORM OF SERVICE AGREEMENT
(Applicable to Interruptible Service under Rate Schedule LSV-I)
(Continued)

ARTICLE V
RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Total Peaking's applicable rate schedules and of Total Peaking's General Terms and Conditions on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which rate schedules and General terms and Conditions are by this reference made a part hereof.

ARTICLE VI
INTERPRETATION

The interpretation and performance of this Agreement shall be in accordance with the laws of the state of Connecticut, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.

ARTICLE VII
AGREEMENTS BEING SUPERSEDED

When this Agreement becomes effective, it shall supersede (as of the date of commencement of service hereunder) the following agreements between parties hereto for the storage of natural gas by Total Peaking for Customer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective agents thereunto duly authorized, the day and year first above written.

TOTAL PEAKING SERVICES, L.L.C.

By: _____

Title: _____

(CUSTOMER)

By: _____

Title: _____

Effective Date: 04/01/1998 Status: Effective
FERC Docket: CP96-339-001

Original Sheet No. 111 Original Sheet No. 111 : Effective

FORM OF SERVICE AGREEMENT
(Applicable to Interruptible Service under Rate Schedule LNG-I)

This Agreement, is made and entered into this _____ day of _____, by and between Total Peaking Services, L.L.C., a Delaware limited liability company (hereinafter referred to as "Total Peaking") and _____, a _____ (hereinafter referred to as "Customer" whether one or more persons).

In consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

ARTICLE I
QUANTITY OF LNG TO BE STORED

Subject to the terms, conditions and limitations hereof and of Total Peaking's Rate Schedule LNG-I, Total Peaking agrees to provide interruptible LNG storage service, specifically to:

- (a) receive for Customer's account and inject into Total Peaking's Facilities up to the following quantity of liquefied natural gas ("LNG") in liquid form _____ Dt, to constitute Customer's Maximum Daily Injection Volume;
- (b) store such LNG up to a total quantity at any one time of _____ Dt, to constitute Customer's Maximum Contract Storage Capacity; and
- (c) withdraw such stored gas requested by Customer up to _____ Dt, to constitute Customer's Maximum Daily Withdrawal Volume.

ARTICLE II
TERM OF AGREEMENT

This agreement shall become effective as of _____, shall continue in effect for a term of _____ years ("Primary Term") and shall remain in force from year-to-year thereafter unless terminated by either party pursuant to Section ___ of the General Terms and Conditions.

Effective Date: 04/01/1998 Status: Effective
FERC Docket: CP96-339-001

Original Sheet No. 112 Original Sheet No. 112 : Effective

FORM OF SERVICE AGREEMENT
(Applicable to Interruptible Service under Rate Schedule LNG-I)
(Continued)

ARTICLE III
RATE SCHEDULE AND ADJUSTMENTS

Customer shall pay for all services rendered hereunder and for the availability of such service under Total Peaking's Rate Schedule LNG-I as filed with the Federal Energy Regulatory Commission, and as the same may be hereafter revised or changed. The rate to be charged Customer for storage hereunder shall be negotiated. Customer agrees that Total Peaking shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Total Peaking's Rate Schedule LNG-I, (b) Total Peaking's Rate Schedule LNG-I, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule LNG-I. Total Peaking agrees that Customer may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Total Peaking's existing FERC Gas Tariff as may be found necessary to assure that the provisions in (a), (b), or (c) above are just and reasonable.

ARTICLE IV
ADDRESSES

Except as herein otherwise provided, or as provided in the General Terms and Conditions of Total Peaking's FERC Gas tariff, any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or first class mail to the post office address of the parties hereto, as the case may be, as follows:

- (a) Total Peaking: _____

- (b) Customer: _____

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

Effective Date: 04/01/1998 Status: Effective
FERC Docket: CP96-339-001

Original Sheet No. 113 Original Sheet No. 113 : Effective

FORM OF SERVICE AGREEMENT
(Applicable to Interruptible Service under Rate Schedule LNG-I)
(Continued)

ARTICLE V
RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Total Peaking's applicable rate schedules and of Total Peaking's General Terms and Conditions on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which rate schedules and General terms and Conditions are by this reference made a part hereof.

ARTICLE VI
INTERPRETATION

The interpretation and performance of this Agreement shall be in accordance with the laws of the state of Connecticut, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.

ARTICLE VII
AGREEMENTS BEING SUPERSEDED

When this Agreement becomes effective, it shall supersede (as of the date of commencement of service hereunder) the following agreements between parties hereto for the storage of natural gas by Total Peaking for Customer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective agents thereunto duly authorized, the day and year first above written.

TOTAL PEAKING SERVICES, L.L.C.

By: _____

Title: _____

(CUSTOMER)

By: _____

Title: _____

