



2780 West Liberty Road
Gridley, CA 95948

Fifth Revised Cal. P.U.C. Sheet No. 1-G
cancelling Fourth Revised Cal. P.U.C. Sheet No. 1 G

TARIFF CHECKING SHEET

Current Sheets in this tariff are as follows:

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2-G	Fourth Revision	28-G	Original
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4-G	First Revision	31-G	Original
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9-G	First Revision	37-G	Second Revision
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23-G	Second Revision	56-G	First Revision
24-G	Second Revision	57-G	First Revision
25-G	First Revision	58-G	Second Revision
		59-G	Second Revision

Advice Letter No. 8-G

Issued by

Date Filed: Feb. 25, 2020

Jason A. Dubchak

Effective Mar. 26, 2020

Decision No. 97-06-091, 98-06-083 Vice President & General Counsel

Resolution No.



TARIFF CHECKING SHEET (Cont'd)

Current Sheets in this tariff are as follows:

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
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61-G	Second Revision	92-G	Fourth Revision
62-G	Second Revision	93-G	Third Revision
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2780 West Liberty Road
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First Revised Cal. P.U.C. Sheet No. 4-G
cancelling Original Cal. P.U.C. Sheet No. 4-G

PRELIMINARY STATEMENT

A. DESCRIPTION OF TERRITORY

Wild Goose Storage, LLC (“Wild Goose”) operates a natural gas storage facility, including a natural gas reservoir, wells, pipeline, and compressor and processing facility, all located within Butte County, California. Wild Goose provides storage service to customers located in any county of California or outside of California provided that said customer can arrange to have its gas transported to and from the Service Commencement Point and the Service Termination Point.

B. TYPES AND CLASSES OF SERVICE

Wild Goose provides two classes of natural gas storage services for customers: Firm Storage Service and Short Term Storage Service.

1. FIRM STORAGE SERVICE

Firm Storage Service (FSS), as defined in Rule 1, is a natural gas storage service comprised of firm inventory service, firm injection service and firm withdrawal service, subject to the terms and conditions of service set forth in the Tariff including the Appendix FSS evidencing a Transaction entered into by the Parties.

2. SHORT TERM STORAGE SERVICE

Short Term Storage (STS) Service, as defined in Rule 1, is a natural gas storage service comprised of inventory service, injection service and withdrawal service, subject to the terms and conditions of service set forth in the Tariff including the Appendix STS evidencing a Transaction entered into by the Parties.



PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE

1. DEFINITIONS, AMENDMENTS

- 1.1 The definitions contained in Rule 1 of this Tariff are incorporated by reference and deemed to be a part hereof.
- 1.2 If any amendment is made to the transportation tariff of a Connecting Pipeline that has a material effect on the provision of a Service by Wild Goose, then Wild Goose by written notice to Customer and subject to the approval of the Commission, may change the provisions of the Storage Service Documents as reasonably necessary as a result of that amendment to such transportation tariff.

2. ESTABLISHMENT AND OPERATION OF INVENTORY ACCOUNT

- 2.1 Wild Goose will maintain an Inventory Account for Customer to account for all Transactions entered into pursuant to the Storage Service Documents.

At any time when Service has been Confirmed under the Storage Service Documents:

- (a) quantities of gas delivered by or on behalf of Customer and accepted by or on behalf of Wild Goose will be added to Customer's Inventory Account; and
- (b) quantities of gas delivered by or on behalf of Wild Goose and accepted by or on behalf of Customer will be deducted from Customer's Inventory Account



PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE (Cont'd)

3. REQUESTS, NOMINATIONS AND CONFIRMATIONS

3.1 Subject to any provisions of the applicable Service Schedule, Customer shall request Service pursuant to a Transaction agreed to by the Parties in accordance with the following procedures:

- (a) On or before the applicable Request Time, Customer must submit to Wild Goose a Request setting out the quantity of gas that Customer wishes to deliver or receive at the Service Commencement Point or at the Service Termination Point, for the period commencing at the next Nomination Time.
- (b) If a FSS Customer desires FSS Service, the Customer has the option of not placing a Request with Wild Goose if such Request would not have been made for an Intraday Nomination Time and Customer is using the Designated Transportation Account.
- (c) After receiving all Requests for a Nomination Time, Wild Goose shall take the following actions:
 - (i) For Requests for FSS Service, Wild Goose will place a Nomination with the Connecting Pipeline in the amount of the Customer's Request, subject to reduction in whole or in part due to Curtailment Allowance, the provisions of Rule 14, or Force Majeure;
 - (ii) For Customers with FSS Service who have exercised their option to not Request pursuant to Section 3.1(b) hereof, Wild Goose will place a Nomination with the Connecting Pipeline in the amount of its Maximum Daily Injection Quantity and its Maximum Daily Withdrawal Quantity; and
 - (iii) For Requests for STS Service, Wild Goose will place a Nomination with the Connecting Pipeline in the amount of the Customer's Request, subject to reduction in whole or in part due to the exercise by Wild Goose of Flex Discretion, the provisions of Rule 14 and Force Majeure.



PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE (Cont'd)

3. REQUESTS, NOMINATIONS AND CONFIRMATIONS (Cont'd)

- (d) If the Customer's Request has been reduced in whole or in part as described in Section 3.1(c), Wild Goose will use reasonable efforts to give Customer notice of such reduction prior to the applicable Nomination Time.
- (e) On or before the Nomination Time, Customer will submit a Nomination for the quantity of Service that Customer indicated in its Request for that Nomination Time. If a FSS Customer has exercised the option set forth in Section 3.1(b) hereof, then for that Nomination Time it may Nominate any quantity, provided that Nomination is not greater than the Maximum Daily Injection Quantity or the Maximum Daily Withdrawal Quantity.
- (f) A Request for Service for an Effective Time which is not amended by Customer prior to the next Request Time will be treated as a new Request for Service in the same quantity, submitted at that next Request Time, unless a stop time was stipulated in Customer's Request.
- (g) If Connecting Pipeline fails to Confirm some or all Customer and Wild Goose Nominations, then Customer's Request shall be treated as curtailed by the Connecting Pipeline to the extent not Confirmed.
- (h) Upon receiving the Confirmation from the Connecting Pipeline, Wild Goose and Customer will each be bound in accordance with that Confirmation, on the terms of the Storage Service Documents, and each Party shall have a firm obligation to deliver and accept gas in accordance with that Confirmation.
- (i) At the Customer's request, Wild Goose will net all of the Customer's STS Nominations that: (1) do not have Flex Discretion; and (2) do not reference an Inventory Account associated with an existing FSS Transaction. All such Nominations will be treated as a single Nomination.



PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE (Cont'd)

3. REQUESTS, NOMINATIONS AND CONFIRMATIONS (Cont'd)

3.2 The Request Times, the Nomination Times and Effective Times are set out on the Notification Schedule. Notwithstanding the foregoing, under extraordinary circumstances, Wild Goose may, in its sole and absolute discretion, accept a Nomination to have effect on one hours' notice.

3.3 Requests may be submitted via oral or electronic means. Such Requests may be accepted or rejected by Wild Goose in its sole discretion.

3.4 Transfers of gas between:

(a) different Inventory Accounts of Customer, if it has more than one;
or

(b) an Inventory Account of Customer and an Inventory Account of another customer of Wild Goose;

are not permitted without the prior consent of Wild Goose, which Wild Goose may withhold in its sole discretion.



PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE (Cont'd)

3. REQUESTS, NOMINATIONS AND CONFIRMATIONS (Cont'd)

3.5 Customer shall be responsible for all matters arising from or ancillary to the purchase, sale and transportation of natural gas which is delivered to or received by or on behalf of Customer at the Service Commencement Point and delivered to or received by or on behalf of Customer at the Service Termination Point. These responsibilities include, without limitation: (a) securing and maintaining all necessary transportation services with the Connecting Pipeline, except when the Service Commencement or Termination Point is designated as the PG&E Citygate as set out in the Appendix evidencing the Transaction entered into by the Parties, in which instance Wild Goose will secure transportation between the Wild Goose Storage Facility and the PG&E Citygate and the Customer shall be responsible for transportation charges assessed by the Connecting Pipeline, if any; (b) securing and maintaining all necessary ancillary transportation services, complying with all reporting requirements and payment obligations arising in respect of natural gas sales proceeds; (c) paying or delivering all royalties and other third party interests; (d) securing and maintaining all required permits and authorizations; and (e) paying all taxes (excluding income taxes payable by Wild Goose), levies, and charges associated with the Services provided under the Storage Service Documents.



PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE (Cont'd)

3. REQUESTS, NOMINATIONS AND CONFIRMATIONS (Cont'd)

3.6 Customer's ability to Nominate, deliver to, or accept delivery from Wild Goose for Service under this Service Schedule may be limited at any time when Customer or Wild Goose on the behalf of the Customer is restricted or unable to transport gas on a Connecting Pipeline for any reason including, without limitation, curtailment in whole or in part by that Connecting Pipeline. Wild Goose shall have no responsibility or liability for any such restrictions or curtailments by a Connecting Pipeline.

Notwithstanding this Section 3.6, in the event of a limitation in service resulting from: (a) curtailment in whole or in part by the Connecting Pipeline; or (b) the performance of planned or unplanned maintenance, repairs, or additions to the Wild Goose Storage Facility which would otherwise result in the reduction of previously accepted Request(s) for STS Service, Wild Goose, in its sole and absolute discretion, reserves the right to Backstop STS Customers' nominations, either individually or as a class, to and from the Wild Goose Storage Facility.

3.7 Natural gas delivered by one Party to the other hereunder shall be measured as to volume and energy by the Connecting Pipeline. The Parties shall accept such measurement and any adjustments thereof for all purposes, and all energy to volume and volume to energy estimates or conversions made for any purpose hereunder shall be calculated in accordance with that pipeline's tariff or approved operating procedures.

3.8 Wild Goose shall have the right to remove constituents other than methane from gas delivered to it by Customer and Wild Goose shall have no duty to account for the constituents so removed nor to make any payment to Customer on account thereof; provided that nothing in this Section 3.8 will permit Wild Goose to return to Customer a quantity of gas less than that given Wild Goose by Customer nor shall this Section 3.8 permit Wild Goose to return to Customer gas that does not meet the quality specifications that Wild Goose and Customer have agreed to.



PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE (Cont'd)

4. REPLACEMENT PRICING REFERENCE

- 4.1 If either the Service Commencement Point Price Index or the Service Termination Point Price Index ceases to exist or to be published, notice will be given by one Party to the other of that cessation, and the Parties will attempt to agree on a replacement index. If the Parties fail to agree on a replacement index within 30 days of such notice, the Parties agree to submit the selection of a replacement index to arbitration, as described in this Article 4, and to commence such arbitration process immediately upon the expiration of the 30-day period described above.
- 4.2 Each Party shall select one arbitrator within 10 days of the commencement of the arbitration process. Within 10 days thereafter, the two arbitrators selected by the Parties shall jointly select a neutral arbitrator. The neutral arbitrator, after receiving the oral or written presentation of the Parties, as determined by the agreement of the Parties or, failing such agreement, the direction of the neutral arbitrator, shall issue a written decision selecting a replacement index within 30 days. It is the intent of the Parties that the neutral arbitrator shall (1) form an opinion of the Parties' business purpose in selecting the initial index, and (2) choose a replacement index that most closely replicates that business purpose. All arbitrators shall be experts in field of natural gas and members of the American Arbitration Association's National Energy Panel.
- 4.3 Arbitration shall be conducted and enforced under the provisions of Part 3, Title 9 (commencing with Section 1280) of the California Code of Civil Procedure.
- 4.4 Wild Goose may, at its option, petition the court under Section 1281.3 of the California Code of Civil Procedure to consolidate separate arbitration proceedings.
- 4.5 Either Party may petition the court to confirm the arbitrator's award and enter judgment accordingly pursuant to Sections 1285 and 1287.4 of the California Code of Civil Procedure.



PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE (Cont'd)

5. BILLINGS AND PAYMENTS

- 5.1 Wild Goose will provide an invoice or invoices that include the general information specified in this Article 5 as well as specific information that is required in respect of each Transaction entered into by the Parties.
- 5.2 On or before the 15th day of each month, Wild Goose will invoice Customer by providing written notice of:
- (a) the number of Decatherms of natural gas delivered to or received by or on behalf of Customer or Wild Goose during the Billing Month at the Service Commencement Point(s) in accordance with each Transaction then entered into by the Parties;
 - (b) the number of Decatherms of natural gas delivered to or received by or on behalf of Customer or Wild Goose during the Billing Month at the Service Termination Point(s) in accordance with each Transaction then entered into by the Parties;
 - (c) the balance of Customer's Inventory Account(s) throughout the Billing Month, including any transfers permitted by Wild Goose to, from, between or among those accounts;
 - (d) the amount of any adjustment applicable to the Billing Month or any month prior to the Billing Month; and
 - (e) the amount payable to Wild Goose by Customer, or by Wild Goose to Customer, determined in accordance with each Transaction in effect during the Billing Month.



PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE (Cont'd)

5. BILLINGS AND PAYMENTS (Cont'd)

5.3 Customer understands and acknowledges that Wild Goose is dependent on the Connecting Pipeline for data on natural gas delivered or received by Customer at the Service Commencement Point or Service Termination Point. If prior to the 15th of the month Wild Goose has not received the Customer data needed to calculate the amount payable by Customer for the Billing Month, Wild Goose may make a reasonable estimate of the amount payable by Customer, based on available data, including Customer's history, and present an invoice based on that estimate. If an invoice based on an estimate is presented and paid, Wild Goose shall make adjustments reflecting the Customer's actual data for the Billing Month, including additional charges or credits, on the invoice presented to the Customer for the next Billing Month following the receipt by Wild Goose of the Customer data needed to so calculate the amount payable by Customer.

5.4 (a) The amount payable by Customer to Wild Goose or by Wild Goose to Customer pursuant to the Storage Service Documents during a Billing Month will be the net sum of the charges determined payable by one Party to the other in accordance with each Transaction in effect during the Billing Month, plus all applicable taxes, levies and charges for which that Party is responsible pursuant to the Storage Service Documents, excluding those amounts which are properly payable by the other Party directly to a taxing authority.

(b) For the purposes of determining the amount payable from time to time to Wild Goose by Customer, or by Wild Goose to Customer, the balance of Customer's Inventory Account(s) will be determined as at the end of the Gas Day, or at the end of the Gas Month, as the case may be.



PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE (Cont'd)

5. BILLINGS AND PAYMENTS (Cont'd)

- 5.5 Any amount from time to time payable by one Party to the other is due on the later of the 10th day after the day on Wild Goose gives notice pursuant to Section 5.2 and the 25th day of that month. If that day is not a Business Day, then payment will be due on the next Business Day falling after that day.
- 5.6 Any amount payable hereunder by one Party to the other, but unpaid when due, will accrue interest at a rate equal to the lesser of the Prime Rate in effect from time to time, plus 3%, or the maximum rate permitted under applicable law, compounded annually, calculated from the date payment was due until the date payment is made in full, both before and after judgment.
- 5.7 If the Parties discover any overcharge or undercharge after the invoice has been paid, the Party who has underpaid or who has been overpaid will pay to the other the amount overpaid or underpaid within 30 days after that amount has been determined. The payment will include interest from the date of overpayment or underpayment, calculated in accordance with Section 5.6, and any applicable taxes. No adjustment will be made beyond a period of 24 months following the date of an overpayment or underpayment unless that adjustment is made necessary by measurement or allocation adjustments instigated by a Connecting Pipeline, in which case, the 24 month limitation will not apply.
- 5.8 Any payment required to be made pursuant to the Storage Service Documents will be paid by electronic transfer of funds to the account of the recipient Party identified in the Notification Schedule, or if no account is so identified, by delivery to the recipient Party at its address stated in the Notification Schedule.



PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE (Cont'd)

6. TERM END ADJUSTMENT OF STORED INVENTORY

6.1 In respect of each Transaction entered into under the Storage Service Documents, Customer will Request Service in a manner which in its reasonable estimation, will result in the balance of its Inventory Account for such Transaction equaling zero at the end of the Term of that Transaction.

6.2 If in respect of a Transaction entered into under the Storage Service Documents, Customer's Inventory Account has a positive or negative balance at the end of the Term of that Transaction, the following provisions will have effect:

- (a) At the sole option of Wild Goose, Customer shall purchase from Wild Goose a quantity of gas equal to that negative balance in Customer's Inventory Account at a price equal to 110% of the average price determined by reference to the Service Termination Point Price Index for each day of the Gas Month next following the last Gas Day of the Term.
- (b) Wild Goose may, at its option, and without Customer action or consent, purchase from Customer a quantity of gas equal to that positive balance in Customer's Inventory Account at a price equal to 90% of the average price determined by reference to the Service Commencement Point Price Index for each day of the Gas Month next following the last Gas Day of the Term.
- (c) Upon Customer or Wild Goose, as the case may be, making payment of the amount determined pursuant to (a) or (b) of this Section 6.2 the balance of Customer's Inventory Account in respect of that Transaction shall be adjusted to zero.
- (d) As an alternative to the payments provided in (a), (b), and (c) of this Section 6.2 and at the sole option of Wild Goose, the Term of the Transaction in question may be extended by a period specified by Wild Goose so that Customer may submit additional Requests to deliver or receive, as the case may be, the quantity of gas needed to bring Customer's Inventory Account to zero.



6. TERM END ADJUSTMENT OF STORED INVENTORY (Cont'd)

6.3 If, in respect of an Early Termination occurring pursuant to Sections 7.5(c), or 7.5(d), a Customer's Inventory Account has a positive, or negative balance on an Early Termination Date, having first given precedence to Section 8.7(e), the following provisions will have effect:

- (a) Customer shall purchase from Wild Goose a quantity of gas equal to that negative balance in Customer's Inventory Account at a price equal to 110% of the average price determined by reference to the Service Termination Point Price Index or each day of the Gas Month next following the last Gas Day of the Term.
- (b) Wild Goose shall, and without Customer action or consent, purchase from Customer a quantity of gas equal to that positive balance in Customer's Inventory Account at a price equal to 90% of the average price determined by reference to the Service Commencement Point Price Index for each day of the Gas Month next following the last Gas Day of the Term.
- (c) Upon Customer or Wild Goode, as the case may be, making payment of the amount determined pursuant to (a) or (b) of this Section 6.3, the balance of the Customer's Inventory Account in respect of that Transaction shall be adjusted to zero.



PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE (Cont'd)

7. BREACH AND TERMINATION

7.1 If Customer fails to pay in full any amount owing to Wild Goose pursuant to the Storage Service Documents when that amount becomes payable, or fails to comply with any provision of the Storage Service Documents, then, in addition to all other remedies available to it pursuant to the Storage Service Documents or at law and in equity, Wild Goose may:

- (a) refuse to accept any further deliveries of natural gas from or on behalf of Customer pursuant to all or any Transactions;
- (b) refuse to deliver natural gas to or on behalf of Customer pursuant to all or any Transactions; and/or
- (c) set off any amount owing by Wild Goose to Customer pursuant to any Transaction(s) against amounts otherwise owing by Customer to Wild Goose pursuant to any other Transaction(s);

until Customer corrects the default in full; provided that, before Wild Goose may exercise its remedies under this Section 7.1 it must first give Customer 2 Business Days prior written notice of its intention to do so, setting out the details of the alleged breach by Customer. If before the end of that notice period Customer has corrected the default in full and given notice to Wild Goose advising it thereof; then Wild Goose's notice will be treated as withdrawn.

7.2 Subject to Section 7.3, if Customer's default under any Storage Service Document continues for 30 days after notice was given by Wild Goose pursuant to Section 7.1, then in addition to all other remedies available to it, Wild Goose will be entitled to terminate all or some of the Storage Service Documents, effective immediately upon written notice to Customer.



PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE (Cont'd)

7. BREACH AND TERMINATION (Cont'd)

7.3 Notwithstanding Section 7.2, should Customer default under any Storage Service Document, by reason of, or in conjunction with, a Triggering Event occurring pursuant to Section 7.5(c) or Section 7.5(d), then all of the Storage Service Documents between Wild Goose and Customer shall terminate immediately, without further action on the part of Wild Goose or Customer. All amounts owing to Wild Goose by Customer shall then become due and payable immediately.

7.4 The Storage Services Documents and all Transactions occurring thereunder may be terminated early (an "Early Termination") as follows:

- (a) Upon the occurrence of a Triggering Event occurring pursuant to Section 7.5(a) or Section 7.5(b), the Non-Defaulting Party shall have the option to terminate the Storage Service Documents, and all Transactions occurring thereunder by delivering a notice (an "Early Termination Notice") to the Defaulting Party no later than 10 days following the discovery by the Non-Defaulting Party of a Triggering Event. The date that the Early Termination Notice is delivered shall be the "Early Termination Date".
- (b) Upon the occurrence of a Triggering Event occurring pursuant to Section 7.5(c) or Section 7.5(d), the Storage Service Documents, and all Transactions occurring thereunder shall terminate immediately with no further action required by Wild Goose or Customer. The "Early Termination Date" shall be the date that the obligations of the Customer are breached under Section 7.5(c) or in the event of a Triggering Event listed in Section 7.5(d), the date upon which that event occurred shall be the Early Termination Date.

If an Early Termination shall occur, the Defaulting Party shall pay the Non-Defaulting Party Early Termination Damages calculated in accordance with Article 8.



PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE (Cont'd)

7. BREACH AND TERMINATION (Cont'd)

7.5 "Triggering Event" means:

- (a) the failure by the Defaulting Party to make, when due, any payment required under this Agreement if such failure is not remedied within 2 Business Days after written notice of such failure is given to the Defaulting Party, provided the payment is not the subject of a good faith dispute;
- (b) the failure by the Defaulting Party to perform any material obligation required to be performed by it pursuant to the Storage Service Documents (other than its obligation to make any payment or obligation which is otherwise specifically covered in this Section 7.5 as a separate Triggering Event), where such failure is not excused by the applicable provisions of the Storage Service Documents and not cured within 5 Business Days after written notice thereof to the Defaulting Party;
- (c) the failure by Customer, within 2 Business Days of being required to do so by notice in writing given by Wild Goose, to provide Financial Assurance or Financial Statements or Other Security Documents pursuant to Rule 6 to or on behalf of Wild Goose, provided that Wild Goose may only give such notice if, acting reasonably, it determines in its sole judgment that the ability of Customer to make payments due or to become due to Wild Goose has, as a result of a material adverse change in financial condition, become impaired or commercially unsatisfactory, or if Customer exceeds or is about to exceed the credit limit then in effect, as established from time to time by Wild Goose.
- (d) the Defaulting Party
 - (i) makes an assignment or any general arrangement for the benefit of creditors;
 - (ii) otherwise becomes bankrupt or insolvent (however evidenced); or
 - (iii) is unable to pay its debts as they fall due.



PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE (Cont'd)

8. LIABILITY, LIQUIDATED DAMAGES AND EARLY TERMINATION DAMAGES

8.1 Whenever provision is made in a Service Schedule for a Party to pay Liquidated Damages, Early Termination Damages, or both, to the other Party, the applicable provisions of this Article 8 shall apply, and the conflicting provisions of Article 7 will not apply.

8.2 The provisions set out in this Article 8 providing for payment of Liquidated Damages and Early Termination Damages shall settle completely any and all claims which could be advanced by the Non-Defaulting Party against the Defaulting Party on account of a Delivery Default or a Triggering Event, or both, and each Party hereby waives any other remedy it may have at law or in equity in respect of every such Delivery Default or Triggering Event, no matter how framed, whether in contract or in tort, including negligence. Those provisions of this Section will have effect whether or not the Non-Defaulting Party exercises the option to require payment of Liquidated Damages under Section 8.3, provided that, the payment of Liquidated Damages shall not excuse the payment by Customer to Wild Goose or by Wild Goose to Customer of the STS Service Charges stated in the Appendix STS evidencing the Transaction in question, or the fees and charges set forth in Service Schedule FSS and in the Appendix FSS evidencing the transaction in question, as the case may be.

8.3 If during any Gas Month a Delivery Default shall occur, the Non-Defaulting Party shall have the option to require the Defaulting Party to pay Liquidated Damages pursuant to this Article 8. That option may be exercised by notice in writing given to the Defaulting Party, in the case of a FSS Transaction, at any time up to but not after the last day of the Gas Month next following the Gas Month in which the Delivery Default occurred, and in the case of an Short Term Storage Service, at any time up to but not after the 30th Gas Day following the end of the Term.



The Parties acknowledge that it would be extremely difficult to ascertain the extent of any damages resulting from the breaches described in Article 8. Accordingly, the Parties agree that payment of Liquidated Damages and Termination Damages by the Defaulting Party as calculated in Section 8.6 shall be the sole and exclusive damages remedy in the event of any such breach (including without limitation the right to seek specific performance or receive other damages for breach of this Agreement). The Liquidated Damages and Termination Damages shall be presumed to be a reasonable estimate of the amount of actual damages the Non-Defaulting Party would sustain because of Defaulting Party's breach of this Agreement. From the nature of this transaction, it is impracticable and extremely difficult to fix the actual damages that the Non-Defaulting Party would sustain if the Defaulting Party breaches such obligation. The impracticability and difficulty of fixing actual damages is caused in part by the following factors: (i) that on default Wild Goose will need to account for the gas stored in Customer's name to allow Wild Goose to store gas for other Wild Goose customers; (ii) that the gas stored by Wild Goose cannot as a practical matter be returned to Customer; (iii) that Wild Goose would incur costs to store Customer's gas after a Customer Delivery Default or a Triggering Event, or both, which Customer would owe to Wild Goose; (iv) both Parties' intent to account for the gas stored on Customer's account on default against the amounts owed under the Agreement on account of a Delivery Default or a Triggering Event, or both; and (v) the fluctuating price of gas. The payment of Liquidated Damages or Termination Damages, as the case may be, is not intended as a forfeiture or penalty within the meaning of California Civil Code 3275 or 3369, but is intended to constitute liquidated damages under California Civil Code 1671. Nothing herein shall be deemed to limit the Non-Defaulting Party's rights under Section 8.2 and the Non-Defaulting Party's right to attorneys' fees and costs as provided for in this Agreement. This provision shall survive any termination of this Agreement.

8.4 Subject to Section 8.5, if during any Gas Month a Delivery Default shall occur, the Non-Defaulting Party shall have the option to require the Defaulting Party to pay Liquidated Damages pursuant to this Article 8. That option may be exercised by notice in writing given to the Defaulting Party, in the case of a FSS Transaction, at



PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE (Cont'd)

8. LIABILITY, LIQUIDATED DAMAGES AND EARLY TERMINATION DAMAGES

any time up to but not after the last day of the Gas Month next following the Gas Month in which the Delivery Default occurred, and in the case of an Short Term Storage Service, at any time up to but not after the 30th Gas Day following the end of the Term.

- 8.5 Should a Customer Delivery Default occur by reason of, or in conjunction with, a Triggering Event occurring pursuant to Section 7.5(c) or Section 7.5(d), then any Liquidated Damages arising therefrom, shall become payable automatically without further action required by Wild Goose or Customer.



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PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE (Cont'd)

8. LIABILITY, LIQUIDATED DAMAGES AND EARLY TERMINATION DAMAGES

8.6 Unless the Parties mutually agree to the contrary, Liquidated Damages shall be calculated and paid in accordance with the following provisions:

- (a) If a Delivery Default arises from the failure of the Defaulting Party to deliver gas at the Service Commencement Point, then Liquidated Damages shall be paid by the Defaulting Party in an amount equal to the product of the Deficient Quantity and 110% of the price determined by reference to the Service Commencement Point Price Index for the Delivery Default Date.
- (b) If a Delivery Default arises from the failure of the Defaulting Party to accept gas at the Service Commencement Point, then Liquidated Damages shall be paid by the Non-Defaulting Party in an amount equal to the product of the Deficient Quantity and 90% of the price determined by reference to the Service Commencement Point Price Index for the Delivery Default Date.
- (c) If a Delivery Default arises from the failure of the Defaulting Party to deliver gas at the Service Termination Point, then Liquidated Damages shall be paid by the Defaulting Party in an amount equal to the product of the Deficient Quantity and 110% of the price determined by reference to the Service Termination Point Price Index for the Delivery Default Date.
- (d) If a Delivery Default arises from the failure of the Defaulting Party to accept gas at the Service Termination Point, then the Liquidated Damages shall be paid by the Non-Defaulting Party in an amount equal to the product of the Deficient Quantity and 90% of the price determined by reference to the Service Termination Point Price Index for the Delivery Default Date.



PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE (Cont'd)

8. LIABILITY, LIQUIDATED DAMAGES AND EARLY TERMINATION DAMAGES (Cont'd)

- (e) If during any Gas Month, a Delivery Default occurs on more than one Gas Day, then Liquidated Damages for each such Delivery Default shall be determined according to the above provisions and the obligation to pay Liquidated Damages owed by one Party to the other shall be netted against the amount, if any, otherwise payable to that Party by the other for that Gas Month.
- (f) The net amount of Liquidated Damages owing pursuant to the foregoing shall be determined and paid for each Gas Month in accordance with the provisions of Article 5.
- (g) Upon payment of Liquidated Damages as outlined in Section 8.6, Customer's Inventory Account shall be adjusted as follows:
 - (i) If the Delivery Default arose from the failure of Customer to deliver gas or from the failure of Wild Goose to accept gas, then Customer's Inventory Account shall be increased by an amount equal to the Deficient Quantity.
 - (ii) If the Delivery Default arose from the failure of Wild Goose to deliver gas or from the failure of Customer to accept gas, then Customer's Inventory Account shall be decreased by an amount equal to the Deficient Quantity.



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PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE (Cont'd)

**8. LIABILITY, LIQUIDATED DAMAGES AND EARLY TERMINATION
DAMAGES (Cont'd)**

[THIS SECTION HAS BEEN DELETED]



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PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE (Cont'd)

**8. LIABILITY, LIQUIDATED DAMAGES AND EARLY TERMINATION
DAMAGES (Cont'd)**

[THIS SECTION HAS BEEN DELETED]



PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE (Cont'd)

8. LIABILITY, LIQUIDATED DAMAGES AND EARLY TERMINATION DAMAGES (Cont'd)

8.7 If an Early Termination occurs, all Transactions then entered into by the Parties shall be deemed terminated effective immediately and the Non-Defaulting Party shall calculate the Early Termination Damages in respect of each Transaction so terminated, in accordance with the following provisions;

- (a) The total amount the Non-Defaulting Party would pay to or receive from, as the case may be, a third party under an arm's length replacement transaction, on terms substantially the same as the Transaction in question and calculated for a period of time equal to the remaining period of the Transaction, commencing on the Early Termination Date, plus the amount of its out-of-pocket expenses and reasonable counsel fees, minus the total amount the Non-Defaulting Party would have paid to, or received from, as the case may be, the Defaulting Party pursuant to the terms of the Transaction had it not terminated, and calculated for the period of time equal to the remaining period of the Transaction, commencing on the Early Termination Date.
- (b) The Non-Defaulting Party may calculate a replacement transaction price for the purchase or sale of gas for the purposes of Section 8.7(a), based on the settlement prices of the New York Mercantile Exchange gas futures contracts, adjusted for the basis differential between Henry Hub and the Service Commencement Point or Service Termination Point, as the case may be; or, the arithmetic average of bona fide prices quoted for a replacement transaction by at least 3 recognized dealers active in the energy swap markets.
- (c) The present value for the Early Termination Damages will be calculated by using a discount rate equal to the Prime Rate in effect as of the Early Termination Date, plus 3%.



PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE (Cont'd)

8. LIABILITY, LIQUIDATED DAMAGES AND EARLY TERMINATION DAMAGES (Cont'd)

- (d) Notwithstanding the preceding provisions, if the Early Termination Damages, as calculated pursuant to this Section 8.7, are less than zero, then they will be deemed to be zero.
- (e) Wild Goose shall, and with no Customer consent or action, apply the positive balance, if any, in a Customer's Inventory Account on an Early Termination occurring pursuant to Sections 7.5(c) or 7.5(d) as credit against any amount owed to Wild Goose pursuant to this Article 8, or any Storage Services Document terminated because of the Early Termination, by selling Customer gas.

In such circumstances, Customer expressly agrees that, notwithstanding Section 12.1, Customers' title in that portion of the gas which is sold by Wild Goose shall have transferred to Wild Goose for the purposes of the sale to allow Wild Goose to sell the gas as contemplated by this Section 8.8(e).

The value of such sold Customer gas as credit to Wild Goose shall be calculated as 90% of the price determined by reference to the Service Commencement Point Price Index each day of the Gas Month next following the last Gas Day of the Term.



PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE (Cont'd)

8. LIABILITY, LIQUIDATED DAMAGES AND EARLY TERMINATION DAMAGES (Cont'd)

8.8 Upon payment in full by the Defaulting Party Of the Early Termination Damages, the Transactions between the Parties that have been terminated by the Non-Defaulting Party, shall be deemed fully and entirely performed, the Storage Service Documents between Wild Goose and Customer with regard to only those Transactions shall deemed be terminated and the Parties shall be wholly and finally released from all further liability to each other in respect thereof, except as otherwise expressly provided in the Storage Service Documents.

8.9 Notwithstanding any other provision of this Tariff to the contrary, whenever Wild Goose deals with any third party at the request of or pursuant to instructions given by Customer:

- (a) Customer represents and warrants to Wild Goose that Customer has the power and authority to make such requests and issue such instructions, and all actions or omissions by Wild Goose hereunder will be in reliance on such representations and warranties by Customer.
- (b) Wild Goose shall not, by reason of any act or omission hereunder, be deemed to have entered into a contractual or other relationship with any third party and no third party shall by reason of any act or omission of Wild Goose become a beneficiary hereunder or acquire any rights or claims against Wild Goose.
- (c) No act or omission by Wild Goose hereunder, whether in accordance with or in contravention of any instructions given or requests made by Customer, shall give rise to any liability of Wild Goose to any third party.
- (d) The sole liability of Wild Goose for any claims, liability, losses, damages, costs and expenses (including, but not limited to attorney's fees and cost) directly or indirectly arising out of, resulting from, relating to or caused by the Transactions entered into by the Parties under the Storage Service Documents shall be to Customer, and any such liability shall be limited to the amounts calculated pursuant to Article 8 of the General Terms and Conditions of the Tariff.



PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE (Cont'd)

8. LIABILITY, LIQUIDATED DAMAGES AND EARLY TERMINATION DAMAGES

- (e) Customer shall be solely liable for and shall fully defend and indemnify Wild Goose and hold Wild Goose harmless from and against any and all claims, liability, losses, damages, costs and expenses (including but not limited to attorney's fees and costs) that Wild Goose becomes liable for or incurs directly or indirectly arising out of, resulting from, relating to or caused by any act or omission of Wild Goose in reliance on Customer's request or instructions in respect of such third party; and such indemnity shall be a complete indemnity and shall not be limited to the amount calculated in accordance with the foregoing provisions of this Article 8.
- (f) The indemnifications set forth herein are intended to preclude claims against Wild Goose by any person or entity other than Customer with respect to the Transactions entered into by the Parties under the Storage Service Documents, but nothing herein is intended to excuse fraud, willful misconduct or gross negligence by Wild Goose.
- (g) If Customer is relying on a third party to deliver or accept delivery of gas, and such third party fails for any reason to do so, Customer's performance under the Storage Service Documents is not excused by reason of the third party's act or omission, and Customer will be fully subject to the provisions of Articles 7 and 8 of the General Terms and Conditions of this Tariff for any failure to meet its obligations under the Storage Service Documents.

8.10 It is the intent of the Parties to specifically disclaim all representations and warranties, express or implied, other than those appearing in writing in this Tariff.



PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE (Cont'd)

9. FORCE MAJEURE

9.1 The expression "Force Majeure" means a restraint on the performance by Wild Goose of one or more of its obligations pursuant to any Transaction entered into pursuant to Schedule FSS or Schedule STS ("Obligation" or "Obligations") resulting from a cause not within its control and which, by the exercise of due diligence and planning, it was unable to prevent. In this Article 9, the expression "due diligence and planning," means that the standards and practices generally prevailing among operators of similar storage facilities in North America have been adhered to.

9.2 If and for so long as Wild Goose is unable due to Force Majeure to fully perform its Obligations in response to a Request for injection or withdrawal of gas duly made by Customer under the Storage Service Documents, the Injection Demand Charge, Withdrawal Demand Charge, or both, as the case may be, or the STS Service Charge (if calculated based on Total Contract Quantity), as the case may be, shall be reduced proportionally having regard to the extent to which Wild Goose is unable to comply with any such Request.



PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE (Cont'd)

9. FORCE MAJEURE (Cont'd)

9.3 If Wild Goose is rendered unable to perform or is restrained by reason of a Force Majeure from performing any Obligation in whole or in part, it may claim suspension of that Obligation to the extent that it is so restrained and for the duration of that Force Majeure, provided that:

- (a) Wild Goose gives written notice to the Customer, setting out the details of the Force Majeure as soon as reasonably possible after the commencement of the Force Majeure;
- (b) Wild Goose takes all reasonable measures that are commercially feasible in the circumstances to mitigate the cause of and effect of the Force Majeure;
- (c) Wild Goose recommences performance of the Obligation to the extent reasonably possible during the cessation of and upon the conclusion of the Force Majeure; and
- (d) as soon as reasonably possible after the conclusion of the Force Majeure, Wild Goose gives notice to the Customer of the date of such conclusion.

9.4 A strike, lockout or other industrial disturbance shall be considered an event of Force Majeure; however, the settlement of such an event involving the Wild Goose Storage Facility or Wild Goose personnel shall be entirely within the discretion of Wild Goose.

9.5 The Term in effect pursuant to any Transaction binding upon the Parties will not be extended to compensate for the reduction or suspension of Obligations during the Force Majeure.



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PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE (Cont'd)

10. NOTICES

- 10.1 Whenever provision is made in the Storage Service Documents for giving notice by one Party to the other, if no particular manner in which it is to be given is specified, such notice may be given orally or in writing. If oral notice is given, the notifying Party shall, if required by the notified Party, produce a voice recording clearly evidencing such notice. Written notice may be delivered by hand or electronically in accordance with the particulars set forth on the Notification Schedule. A Party may change its particulars set forth on the Notification Schedule by giving written notice thereof in accordance with the Storage Service Documents.
- 10.2 Except as otherwise expressly provided, any notice given in accordance with the foregoing provisions will be treated as received at the time of receipt.



PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE (Cont'd)

11. TAX MATTERS

11.1 Wild Goose and Customer acknowledge that notwithstanding any other provision of the Storage Service Documents, the amount of the consideration set out in any of the Storage Service Documents to be paid by one Party to the other for the supply of any goods or services is exclusive of all applicable taxes.

11.2 If any city, county, or other local governmental entity imposes a franchise fee or similar tax, charge or levy on Wild Goose in connection with the Wild Goose Storage Facility or its operation, the Parties agree that Wild Goose, at its sole discretion, may require Customer to pay a proportionate share of such fees, and that the amount of the consideration set out in any of the Storage Service Documents to be paid by one Party to the other Party for the supply of any goods or services is exclusive of any and all franchise fees.

11.3 The Parties acknowledge that some local governments have imposed a utility users tax on other public utilities, and that these local governments require the utility to bill customers within the government's jurisdiction for the taxes due, collect the taxes from customers, and pay the collected taxes to the local government. If any city, county, or other local governmental entity imposes a utility users tax or similar fee, charge or levy on Wild Goose in connection with the Wild Goose Storage Facility or its operation, the Parties agree that Wild Goose may require Customer to pay any such taxes assessed on Customer's use of Wild Goose's facilities, and that the amount of the consideration set out in any of the Storage Service Documents to be paid by one Party to the other Party for the supply of any goods or services is exclusive of any and all utility users taxes.

If any action by the Commission or any statute requires Wild Goose to pay a charge or fee or to incur a cost related to any public purpose or similar program, including but not limited to the Public Utilities Commission Reimbursement Fee or discounts to certain customers under the California Alternate Rates for Energy program, the Parties agree that Wild Goose may require Customer to pay a fair or proportionate share of any such cost, charge, or fee, and that the amount of the consideration set out in any of the Storage Service Documents to be paid by Customer to Wild Goose is exclusive of any and all public purpose or similar costs, charge, or fees.



PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE (Cont'd)

12. TITLE AND TRANSFER OF POSSESSION

- 12.1 Possession and risk of loss of gas will pass to Wild Goose when it is delivered to Wild Goose at the Service Commencement Point or Service Termination Point by or on behalf of Customer; and possession and risk of loss of gas will pass to Customer or its nominee when it is delivered to or on behalf of Customer at the Service Commencement Point or Service Termination Point by Wild Goose, except when the Service Commencement or Service Termination Point is designated as the PG&E Citygate as set out in the Appendix evidencing the Transaction entered into by the Parties. In such circumstance, the risk of loss of gas will pass to the Customer or its Nominee at interconnection between the Connecting Pipeline and the Wild Goose Storage Facility. Legal title to and ownership of gas, or possessory title as bailor of such gas, remains at all times with Customer, notwithstanding any commingling of such gas with gas owned by others.
- 12.2 Customer represents and warrants to Wild Goose that it has title to the gas in question, and shall give Wild Goose possession of such gas pursuant to the terms of the Storage Service Documents, free from all adverse liens, taxes, charges, third party interests and other encumbrances whatsoever.
- 12.3 Wild Goose represents and warrants to Customer that it shall give Customer or its nominee possession of such gas pursuant to the terms of the Storage Service Documents, free from all adverse liens, taxes, charges, third party interests and other encumbrances whatsoever, other than those for which Customer bears responsibility pursuant to the provisions of the Storage Service Documents.



PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE (Cont'd)

13. MISCELLANEOUS

- 13.1 Neither Party may assign the Storage Service Documents, nor any interest therein, without the prior written consent of the other, which consent shall not be unreasonably withheld. The assigning Party will not be relieved of any of its obligations under the Storage Service Documents, unless and until the other Party expressly consents thereto by notice in writing signed by a duly authorized officer. The Storage Service Documents shall bind and enure to the benefit of the successors and permitted assigns of each Party.
- 13.2 Nothing in the Storage Service Documents shall prohibit a Party from pledging or hypothecating any interest given it pursuant to the Storage Service Documents as security for its indebtedness, but such pledge or hypothecation shall not serve to amend the provisions of the Storage Service Documents.
- 13.3 The provisions of the Storage Service Documents shall not restrain a Party from assigning, transferring or granting any interest in its rights hereunder to an Affiliate; provided that the assigning Party shall not be relieved of its obligations hereunder unless and until it obtains the express approval of the other Party. Upon the approval of the Commission, Wild Goose may assign all its rights and obligations hereunder to an Affiliate which succeeds to all or substantially all of its interests in the Wild Goose Storage Facility or any business unit or portion thereof.
- 13.4 The Storage Service Documents set forth the full and complete understanding of the Parties in respect of the Services to be provided. Any prior or collateral agreement, whether expressed or implied pertaining to the subject matter hereof is void and of no further force or effect. Any waiver by one Party of the non-performance by the other of any obligation or duty owed under the Storage Service Documents will not constitute a waiver of any future non-performance by that Party of that duty or obligation.



PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE (Cont'd)

13. MISCELLANEOUS (Cont'd)

- 13.5 The Storage Service Documents will be governed by and interpreted in accordance with the laws in force in the State of California without regard for the choice of law provisions thereof; and the Parties irrevocably submit to the courts having jurisdiction in the State of California. The Storage Service Documents and the rights and obligations of the Parties are subject to all present and future laws, rules, regulations, and orders having application enacted by any legislative body having jurisdiction or other duly constituted governmental authority.
- 13.6 The headings used throughout the Storage Service Documents are inserted for reference purposes only and are not to be considered or taken into account in construing any terms or provision nor treated as in any way qualifying, modifying or explaining any term or provision.
- 13.7 Any provision of the Storage Service Documents which is found in whole or in part to be illegal or unenforceable will be treated as not having been written and the remainder of the Storage Service Documents will remain fully enforceable.
- 13.8 In interpreting the Storage Service Documents, words in the singular will be read and construed in the plural and words in the plural will be read and construed in the singular, where the context so requires.
- 13.9 Notwithstanding the provisions of this Tariff or any Storage Service Documents, by entering into the Storage Service Documents, Customer does not acquire any right or title to or interest in the Wild Goose Storage Facility.



PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE (Cont'd)

13. MISCELLANEOUS (Cont'd)

13.10 Each Party (the “recipient Party”) acknowledges that the Storage Service Documents, including any Documents given through MyHUBAccount, may contain Confidential Information of the other Party (the “transmitting Party”). “Confidential Information” means the confidential information and trade secrets of the transmitting Party and the confidential information and trade secrets of other persons in favor of whom the transmitting Party has undertaken, or is otherwise bound by, an obligation of confidentiality, regardless of the form of which such information is constituted, excluding however, information that is publicly available other than as a result of the improper conduct of the recipient Party, information that was within the recipient Party’s knowledge prior to disclosure by the transmitting Party, and information that has been lawfully disclosed by another source. Each Party shall notify any personnel who have access to Confidential Information of the proprietary nature of that information. Each Party shall instruct personnel to refrain from disclosing that information for a period of two years from the date the Confidential Information was transmitted to the Party, except to the extent reasonably necessary to enable the performance of their duties. Notwithstanding the provisions of this Section 13.10, Wild Goose shall be at liberty to release to the Commission, when so directed by the Commission or its staff, any and all details concerning the provision of Service to Customer, including without limitation, the details of any Transaction entered into between Customer and Wild Goose and the particulars of Customer’s Inventory Account. Wild Goose shall take all reasonable steps to ensure that the Commission treats Customer’s Confidential Information as commercially sensitive and confidential.

13.11 The payment provisions of the Storage Service Documents will continue past the end of the term of the Storage Service Documents for a period of two years.



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PRELIMINARY STATEMENT (Cont'd)

C. GENERAL TERMS AND CONDITIONS OF SERVICE (Cont'd)

14. SYMBOLS USED ON TARIFF SHEETS

[THIS SECTION HAS BEEN DELETED]



PRELIMINARY STATEMENT (Cont'd)

D. MYHUBACCOUNT

1. GENERAL:

- 1.1 MyHUBAccount allows Parties to electronically transmit, receive and accept Request instructions and other related data.
- 1.2 Requests transmitted through MyHUBAccount shall be governed by this Tariff in the same manner as any conventional paper transaction.
- 1.3 MyHUBAccount services are available to customer at no additional charge beyond the amount of consideration set out in the Storage Service Documents to be paid by Customer to Wild Goose.
- 1.4 Nothing in this Tariff requires or compels a Customer to utilize MyHUBAccount to facilitate a transaction.
- 1.5 Use of MyHUBAccount is governed by the Conditions of Use found at <https://myhubaccount.niskapartners.com>
- 1.6 The Parties agree that as between them each Document that is received by the Receiver shall be deemed to constitute a memorandum in writing signed and delivered by or on behalf of the Sender thereof for the purposes of any statute or rule of law that requires a contract to be evidenced by a written memorandum or to be in writing, or requires any such written memorandum to be signed or signed and delivered. Each Party acknowledges that in any legal proceedings between them respecting or in any way relating to a Request it hereby expressly waives the right to raise any defense or waiver of liability based upon the absence of a memorandum in writing or of a signature.
- 1.7 Wild Goose shall provide access information to Customer to enable Customer to access MyHUBAccount. Title in and to MyHUBAccount is not transferred to Customer under this tariff and shall remain at all times with Wild Goose.

Customer shall provide and maintain at its own risk and expense a telecommunications line, an Internet Service Provider (ISP) and an Internet software suitable for accessing MyHUBAccount. Customer shall be fully responsible for all costs associated with, and the performance of any such, third party materials or third party ISP with which it may contract.



PRELIMINARY STATEMENT (Cont'd)

D. MYHUBACCOUNT (Cont'd)

1.8 Wild Goose grants to each Customer a non-exclusive, non-transferable, limited term license to use MyHUBAccount, solely for the purpose set out in this section and for no other purpose. Customers may not copy, disclose, modify, reverse assemble or reverse compile, translate or convert to human readable form or alter in any way the Software in whole or in part, nor rent, lease or sublease, license or sub-license, transfer, assign, grant access to or distribute MyHUBAccount to any person or entity for any purpose without Wild Goose's express prior written consent, which may be withheld by Wild Goose in its sole discretion.

1.9 Each Party shall take reasonable steps to prevent unauthorized access to and use of any portion of MyHUBAccount, including unauthorized access through the Party's third party Internet service provider, that is under its control. Wild Goose shall provide Customer with user identification and a password for each duly authorized person that Customer identifies. Passwords are provided solely as an administrative convenience to Customer and Wild Goose holds no responsibility for the use of such identification and passwords once provided to Customer. Customer will be solely responsible and liable for all access to and use of MyHUBAccount by persons using the identification and passwords. Customer will promptly notify Wild Goose of any unauthorized disclosure or use of the identification and passwords.

2. LIABILITY AND INDEMNITY:

2.1 CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE USE OF AN INTERNET-BASED BUSINESS SOLUTION SUCH AS MYHUBACCOUNT IS RELIANT UPON HARDWARE, SOFTWARE AND PROCESSES OVER WHICH WILD GOOSE HAS LITTLE OR NO CONTROL. ACCORDINGLY, WILD GOOSE SHALL NOT BE RESPONSIBLE OR LIABLE FOR:

- A) IMPAIRMENTS IN DOCUMENT TRANSMISSION CAUSED BY ACTS WITHIN THE CONTROL OF CUSTOMER OR ITS PERSONNEL;
- B) INTEROPERABILITY OF CUSTOMER APPLICATIONS;
- C) INABILITY OF CUSTOMER TO ACCESS OR INTERACT WITH MYHUBACCOUNT THROUGH THE INTERNET, OTHER NETWORKS OR USERS THAT COMPRISE THE INTERNET OR THE INFORMATIONAL OR COMPUTING RESOURCES AVAILABLE THROUGH THE INTERNET;



PRELIMINARY STATEMENT (Cont'd)

D. MYHUBACCOUNT (Cont'd)

- (D) INTERACTION WITH OR SERVICES PERFORMED BY OTHER SERVICE PROVIDERS, NETWORKS, USERS OR INFORMATIONAL OR COMPUTING RESOURCES THROUGH THE INTERNET; OR
- E) PERFORMANCE IMPAIRMENTS CAUSED BY THE INTERNET CUSTOMER IS HEREBY LIABLE TO AND SHALL INDEMNIFY WILD GOOSE AGAINST ALL ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS AND COSTS WHICH MAY BE BROUGHT AGAINST WILD GOOSE ARISING DIRECTLY OR INDIRECTLY OUT OF CUSTOMER'S USE OR MISUSE OF MYHUBACCOUNT.

2.2 MYHUBACCOUNT IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OTHER THAN THOSE WARRANTIES OR CONDITIONS WHICH ARE IMPLIED BY LAW AND INCAPABLE OF EXCLUSION.

2.3 Documents Approved for Transmittal

The Parties may send the following documents via MyHUBAccount.

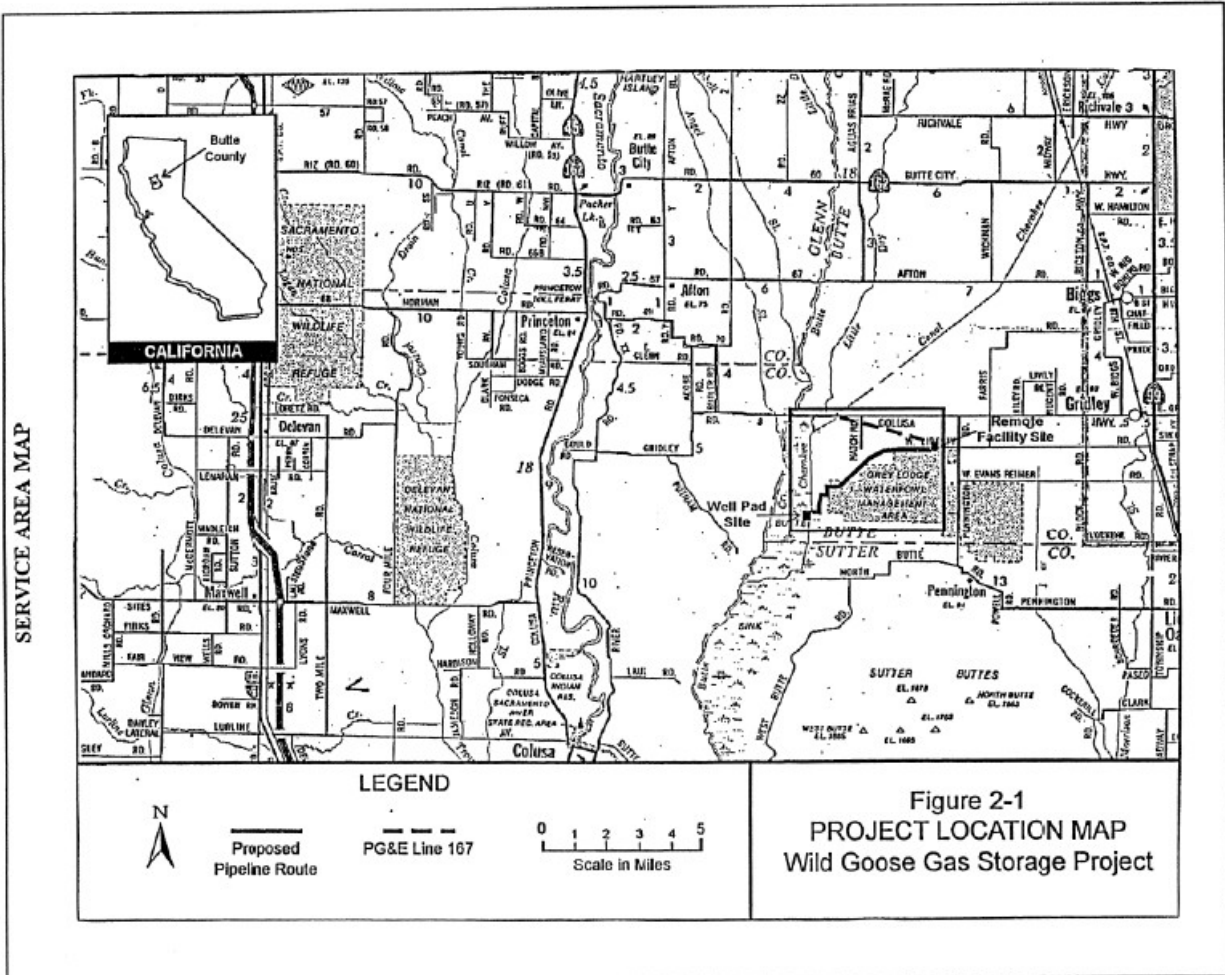
- 1. Inventory Account Activity
- 2. Transaction History

2.4 The standard for the exchange of Documents between the Parties via MyHUBAccount shall be the Hypertext Transmission Protocol Secure (HTTPS) standard and information shall be encrypted using Transport Security Layer (TLS) protocol.



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Advice Letter No. 5-G

Decision No. 97-06-091, 98-06-083

Issued by
Jason A. Dubchak
Vice President & General Counsel

Date Filed: Jan. 16, 2015
Effective: Feb. 16, 2015
Resolution No.



2780 West Liberty Road
Gridley, CA 95948

Second Revised Cal. P.U.C. Sheet No. 38-G
cancelling First Revised Cal. P.U.C. Sheet No. 38-G

SERVICE SCHEDULES

SCHEDULE FSS - FIRM STORAGE SERVICE

CLASS OF SERVICE

Firm Storage Service (FSS), as defined in Rule 1 of the Tariff, is a natural gas storage service comprised of firm inventory service, firm injection service and firm withdrawal service, subject to the terms and conditions of service set forth in the Tariff including the Appendix FSS evidencing a Transaction entered into by the Parties.

APPLICABILITY

FSS Service is applicable to natural gas stored at the Wild Goose Storage Facility in Butte County, California.

TERRITORY

Wild Goose provides FSS Service to customers located in any county of California or outside of California provided that said customer can arrange to have its natural gas transported to and from the Service Commencement Point and the Service Termination Point.

TERMS AND CONDITIONS OF SERVICE

1. DEFINITIONS

- 1.1 In this Service Schedule, terms will have the meanings given in Rule 1 of the Tariff, unless expressly indicated otherwise.



SERVICE SCHEDULES (Cont'd)

SCHEDULE FSS - FIRM STORAGE SERVICE (Cont'd)

TERMS AND CONDITIONS OF SERVICE (Cont'd)

2. CONTRACTING FOR SERVICES AND NOMINATIONS

2.1 The following provisions will apply between the Parties:

- (a) From time to time, Customer and Wild Goose may agree orally to one or more Transactions hereunder. Such oral agreement shall be recorded by Wild Goose and thereafter shall be confirmed by Wild Goose sending Customer a fax or electronic confirmation in the form of an Appendix FSS documenting the particulars of the Transaction thereby entered into.
- (b) Unless Customer objects by notice in writing given to Wild Goose by 07:00 hours Pacific Clock Time on the second Business Day following the day on which Wild Goose faxes or sends electronically the confirmation notice in the form of an Appendix FSS pursuant to Section 2.1(a), such Appendix FSS shall be accepted as correct by and binding upon both Parties in accordance with its terms whether or not in fact executed by either Party or both Parties; provided that, if a Party can produce a voice recording which clearly evidences the oral agreement of the Parties, then in the event of conflict between the faxed or electronic confirmation and the voice recording, the agreement of the Parties shall be governed by the latter. In the absence of a voice recording, a conversation through electronic means between the parties shall govern a conflict between the electronic confirmation and the conversation through electronic means.
- (c) Customer may access the Services provided for in this Service Schedule by following the procedures set out in Article 3 "Requests, Nominations, and Confirmations" of the General Terms and Conditions of this Tariff, and in this Service Schedule.



2780 West Liberty Road
Gridley, CA 95948

Second Revised Cal. P.U.C. Sheet No. 40-G
cancelling First Revised Cal. P.U.C. Sheet No. 40-G

SERVICE SCHEDULES

SCHEDULE FSS – FIRM STORAGE SERVICE

TERMS AND CONDITIONS OF SERVICE (Cont'd)

2. CONTRACTING FOR SERVICES AND NOMINATIONS (Cont'd)
 - 2.2 Wild Goose is not required to accept any Request which would result in Customer's Inventory Account having a negative balance or which would result in Customer exceeding the Inventory Capacity.
 - 2.3 Unless otherwise permitted in the Storage Service Documents, Customer must pay Wild Goose all applicable charges on account of the Injection Commodity Rate, the Withdrawal Commodity Rate, or both, for any Intraday Request made by Customer. Due to the obligations imposed on Wild Goose as a result of an Intraday Request, any Intraday Request made by Customer will require Customer to make payment for all applicable charges even if the Customer did not Nominate as required by the Storage Service Documents.



SERVICE SCHEDULES

SCHEDULE FSS – FIRM STORAGE SERVICE

TERMS AND CONDITIONS OF SERVICE (Cont'd)

3. REDUCTIONS, ALLOCATIONS

- 3.1 On any Gas Day, Wild Goose may reduce Customer's Request for Service duly made hereunder, in whole or in part, without penalty, in order to perform planned or unplanned maintenance, repairs, additions or modifications to any of the pipeline, the storage wells, and the equipment and plant comprising the Wild Goose Storage Facility (the "Curtailment Allowance"); provided that, Wild Goose shall use reasonable efforts to give 15 days prior notice of the planned maintenance. Over any period of 365 consecutive Gas Days, the Curtailment Allowance made use of by Wild Goose shall not in the aggregate exceed 100%, where the Curtailment Allowance made use of on any Gas Day is expressed as a percentage determined according to the following formula:

$$CA\% = \frac{(CR_t - CM_t)}{CR_t} \times 100/14$$

Where:

t denotes the Gas Day in question.

CR_t is the Customer's Request, duly made for that Gas Day in accordance with the Storage Service Documents; and

CM_t is the Customer's Request for that Gas Day, as reduced solely as a result of Wild Goose making use of the Curtailment Allowance.



SERVICE SCHEDULES (Cont'd)

SCHEDULE FSS - FIRM STORAGE SERVICE (Cont'd)

TERMS AND CONDITIONS OF SERVICE (Cont'd)

3. REDUCTIONS, ALLOCATIONS (Cont'd)

3.2 If on any Gas Day reductions should become necessary pursuant to Section 3.1 of Schedule FSS, or for any other reason including Force Majeure, the allocation of remaining Physical Capacity, if any, will be made among Customer's Request and all other customers then Requesting FSS Service, consistent with Rule 14 and in accordance with the following:

- (a) in the case of injection capacity: pro rata to Customer according to the ratio of its Maximum Daily Injection Quantity on that Gas Day to the total of all Maximum Daily Injection Quantities of all customers Requesting FSS Service on that Gas Day; and
- (b) in the case of withdrawal capacity: pro rata to Customer according to the ratio of its Maximum Daily Withdrawal Quantity on that Gas Day to the total of all Maximum Daily Withdrawal Quantities of all customers Requesting FSS Service on that Gas Day.

3.3 Notwithstanding the provisions of this Service Schedule, when Customer is Requesting FSS Service for any Gas Day, such Request may be reduced or rejected in accordance with Rule 14.

4. EARLY TERMINATION OPTION

4.1 If pursuant to any FSS Transaction, over a period of any 12 or fewer consecutive months, Wild Goose as Defaulting Party shall have incurred Real Default Value in an aggregate amount greater than or equal to one half of the Total Storage Demand Charge calculated for that period (the "Threshold Amount"), then Wild Goose shall have the option to terminate that Transaction. Wild Goose may exercise that option by giving written notice to Customer no later than 6 months after the Threshold Amount is reached, and that Transaction shall terminate 15 days following such notice being given.



SERVICE SCHEDULES

SCHEDULE FSS - FIRM STORAGE SERVICE

TERMS AND CONDITIONS OF SERVICE (Cont'd)

4. EARLY TERMINATION OPTION (Cont'd)
 - 4.2 If at the time the option for Early Termination is exercised, a positive or negative balance exists in the Customer's Inventory Account then:
 - (a) Wild Goose will purchase from Customer any positive balance in Customer's Inventory Account at a price equal to 110% of the average price determined by reference to the Service Commencement Point Price Index for each day of the Gas Month next following the Early Termination Date; or
 - (b) Customer will purchase from Wild Goose any negative balance in Customer's Inventory Account at a price equal to 90% of the average price determined by reference to the Service Termination Point Price Index for each day of the Gas Month next following the Early Termination Date.
5. SERVICE FEES
 - 5.1 Customer will pay the fees and charges described in this Article 5 and in Appendix FSS for the Services provided under this Service Schedule.
 - 5.2 The amount payable each Gas Month by Customer pursuant to this Service Schedule shall equal to the sum of:
 - (a) the product of the Injection Commodity Rate and the quantity of gas delivered by or on behalf of Customer at the Service Commencement Point and credited to Customer's Inventory Account during that Gas Month;
 - (b) the product of the Withdrawal Commodity Rate and the quantity of gas delivered to or on behalf of Customer at the Service Termination Point and deducted from Customer's Inventory Account during that Gas Month;
 - (c) the Monthly Storage Demand Charge applicable to the Billing Month;



SERVICE SCHEDULES (Cont'd)

SCHEDULE FSS - FIRM STORAGE SERVICE (Cont'd)

TERMS AND CONDITIONS OF SERVICE (Cont'd)

5. SERVICE FEES

- (d) The sum of Customer's share of fuel charges for the Gas Month, calculated for each Gas Day using one of the following formulas:
- (i) Where Appendix FSS specifies Customer's Fuel Charge Election as "actual fuel": $FC = SP \times AFC \times CN/TCN$

Where:

"FC" means the fuel charge for that Gas Day;

"SP" means the Service Midpoint Price of Natural Gas at PG&E, Citygate, as specified by Gas Daily for that Gas Day;

"CN" means

- (a) zero ("0") if the Customer's Nomination, as Confirmed by Connecting Pipeline, is in the opposite direction to the net facility physical flow, or
- (b) the amount of Customer's Nomination Confirmed by Connecting Pipeline if such Nomination is in the same direction as the net facility physical flow for that Gas Day;

"TCN" means the total of all Customer Nominations in the same direction as the net facility physical flow on that Gas Day; and

"AFC" means the actual fuel consumed by the facility on that Gas Day.



SERVICE SCHEDULES

SCHEDULE FSS – FIRM STORAGE SERVICE

TERMS AND CONDITIONS OF SERVICE (Cont'd)

5. SERVICE FEES

- (ii) Where Appendix FSS specifies Customer's Fuel Charge Election as "fixed % of": $FC = SP \times F\% \times CN$

Where:

"FC" means the fuel charge for that Gas Day;

"SP" means the Service Commencement Point Price Index or the Service Termination Point Price Index as the case may be as specified by Gas Daily for that Gas Day;

"CN" means the amount of Customer's nomination confirmed by the Connecting Pipeline; and

"F%" means the percentage of fuel specified in Appendix FSS

- (e) All other fees, charges, damages, and other amounts payable in accordance with the Storage Service Documents for that Gas Month.



SERVICE SCHEDULES

SCHEDULE FSS – FIRM STORAGE SERVICE

TERMS AND CONDITIONS OF SERVICE (Cont'd)

5. SERVICE FEES (Cont'd)

5.3 Rates will be subject to adjustment as follows:

- (a) The Injection Demand Rate, Withdrawal Demand Rate, Inventory Demand Rate, Injection Commodity Rate and Withdrawal Commodity Rate will each be adjusted effective April 1 of each year on the following basis:

$$R_n = R_o (CPI_n/CPI_o)$$

Where:

“R_n” means the Rate for the period beginning April 1 of that year;

“R_o” means the Rate in effect for the previous year;

“CPI_n” means the value of the Consumer Price Index for San Francisco-Oakland-San Jose, CA CMSA as published by the U.S. Bureau of Labor Statistics for the month of April of that year; and

“CPI_o” means the value of the Consumer Price Index for San Francisco-Oakland-San Jose, CA CMSA as published by the U.S. Bureau of Labor Statistics for the month of April of the previous year.

- (b) No adjustment to the Injection Demand Rate, Withdrawal Demand Rate, Inventory Demand Rate, Injection Commodity Rate and Withdrawal Commodity Rate will be made if:

(i) CPI_n is less than CPI_o and;(ii) if the Inventory Account that these rates apply to was not active on March 31 of that same year.



SERVICE SCHEDULES

SCHEDULE FSS – FIRM STORAGE SERVICE

TERMS AND CONDITIONS OF SERVICE (Cont'd)

6. RATES

- 6.1 The rates for FSS Service shall be within the range set forth in the following table. Rates are for service beginning April 1, 1999, to be adjusted every subsequent April 1 pursuant to Section 5.3

Schedule FSS Rate Table

	Unit	Minimum	Maximum
Inventory Demand Rate	\$/Dth/month	\$0.00	\$36.00
Injection Demand Rate	\$/Dth/day/month	\$0.00	\$300.00
Withdrawal Demand Rate	\$/Dth/day/month	\$0.00	\$200.00
Injection Commodity Rate	\$/Dth	\$0.00	\$100.00
Withdrawal Commodity Rate	\$/Dth	\$0.00	\$100.00

7. SPECIAL CONDITIONS

- 7.1 In order to receive Service under this schedule, Customer must execute and deliver to Wild Goose a Storage Services Agreement (Form A) and enter into a Transaction as evidenced by an Appendix FSS (Form B).
- 7.2 All Service under this Service Schedule is subject to the provisions of this Tariff and the Conditions of Use of MyHUBAccount.
- 7.3 The agreement of the Parties as evidenced by the Storage Service Documents shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may from time to time direct in the exercise of its jurisdiction.



2780 West Liberty Road
Gridley, CA 95948

Second Revised Cal. P.U.C. Sheet No. 48-G
cancelling First Revised Cal. P.U.C. Sheet No. 48-G

SERVICE SCHEDULES (Cont'd)

SCHEDULE STS SHORT TERM STORAGE SERVICE

STS Service, as defined in Rule 1 of the Tariff, is a natural gas storage service comprised of inventory service, injection service and withdrawal service, subject to the terms and conditions of service set forth in the Tariff and the Appendix STS evidencing a Transaction entered into by the Parties.

APPLICABILITY

STS Service is applicable to natural gas stored at the Wild Goose Storage Facility in Butte County, California.

TERRITORY

Wild Goose provides STS Service to customers located in any county of California or outside of California provided that said customer can arrange to have its natural gas transported to and from the Service Commencement Point and the Service Termination Point.

TERMS AND CONDITIONS OF SERVICE DEFINITIONS

1. DEFINITIONS

- 1.1 In this Service Schedule, terms will have the meanings given in Rule 1 of the Tariff, unless expressly indicated otherwise.



SERVICE SCHEDULES (Cont'd)

SCHEDULE STS - SHORT TERM STORAGE SERVICE (Cont'd)

TERMS AND CONDITIONS OF SERVICE (Cont'd)

2. CONTRACTING FOR SERVICES AND NOMINATIONS

2.1 The following provisions will apply between the Parties:

- (a) From time to time, Customer and Wild Goose may agree orally to one or more Transactions hereunder. Such oral agreement shall be recorded by Wild Goose and thereafter shall be confirmed by Wild Goose sending Customer a fax or electronic confirmation in the form of an Appendix STS documenting the particulars of the Transaction thereby entered into.
- (b) Unless Customer objects by notice in writing given to Wild Goose by 07:00 hours Pacific Clock Time on the second Business Day following the day on which Wild Goose faxes or confirms electronically the Appendix STS pursuant to Section 2.1(a), such Appendix STS shall be accepted as correct by and binding upon both Parties in accordance with its terms, whether or not in fact executed by either Party or both Parties; provided that, if a Party can produce a voice recording which clearly evidences the oral agreement of the Parties, then in the event of conflict between the faxed or electronic confirmation and the voice recording, the agreement of the Parties shall be governed by the latter. In the absence of a voice recording, a conversation through electronic means between the parties shall govern a conflict between electronic confirmation and the conversation through electronic means.
- (c) Customer may access the services provided for in this Service Schedule by following the procedures set out in Article 3 "Requests, Nominations, and Confirmations" of the General Terms and Conditions of this Tariff, and in this Service Schedule.



SERVICE SCHEDULES

SCHEDULE STS - SHORT TERM STORAGE SERVICE

TERMS AND CONDITIONS OF SERVICE (Cont'd)

2. CONTRACTING FOR SERVICES AND NOMINATIONS

- 2.2 If during the Term, as, specified on the Appendix STS, there are no existing FSS Transactions that reference the same Inventory Account as specified on Appendix STS, then the following obligations shall be applicable:
- (a) For service rendered at the Service Commencement Point, Wild Goose is not required to accept any Request, which, if fulfilled, would result in the total quantity of gas delivered or received pursuant to the Transaction exceeding, in absolute value, the Total Contract Quantity as specified on the Appendix STS evidencing the Transaction.
 - (b) Wild Goose is not required to accept any Request which would result in Customer's Inventory Account exceeding the Inventory Capacity.
 - (c) For service rendered at the Service Termination Point, Wild Goose is not required to accept any Request, which, if fulfilled, will result in the balance of the Customer's Inventory Account exceeding, in absolute value, zero at the end of the Term of that Transaction.
 - (d) Wild Goose's right to not accept any Request, pursuant to Section 2.2(a) and (b), supersedes any obligation or right the Customer may otherwise have to Request the Minimum Daily Quantity or the Maximum Daily Quantity or to exercise any Flex Discretion to which it is otherwise entitled, as specified in the Appendix STS evidencing the Transaction.



SERVICE SCHEDULES

SCHEDULE STS - SHORT TERM STORAGE SERVICE

TERMS AND CONDITIONS OF SERVICE (Cont'd)

3. FLEX DISCRETION

3.1 Flex Discretion shall be governed by the following provisions:

- (a) In the Appendix STS evidencing a Transaction, the Parties shall specify the Flex Quantity of either Party or both Parties in that Transaction, as well as the Minimum Daily Quantity and the Maximum Daily Quantity at either the Service Commencement Point, the Service Termination Point, or both.
- (b) If, pursuant to any Transaction, Wild Goose has Flex Discretion, it may elect to reduce Customer's Request at the Service Commencement Point, the Service Termination Point, or both. If, pursuant to any Transaction, Customer has Flex Discretion, it may elect to Request less than the Maximum Daily Quantity at the Service Commencement Point, the Service Termination Point, or both, as applicable. Customer may not Request and Wild Goose may not reduce Customer's Request at the Service Commencement Point, the Service Termination Point, or both, as applicable, to an amount less than the Minimum Daily Quantity. Customer shall not Request an amount greater than the Maximum Daily Quantity.
- (c) If on any Gas Day Wild Goose exercises Flex Discretion hereunder, the Flex Quantity at the Service Commencement Point, the Service Termination Point, or both, as applicable, to which it is entitled in the Transaction in question shall be reduced by the quantity duly Requested by Customer on that Gas Day but not served by Wild Goose due to such exercise of Flex Discretion. If on any Gas Day, Customer exercises Flex Discretion hereunder, the Flex Quantity at the Service Commencement Point, the Service Termination Point, or both, as applicable, to which it is entitled to in the Transaction in question shall be reduced by the amount the Maximum Daily Quantity exceeds the quantity in fact Requested by Customer on that Gas Day.
- (d) When a Party's Flex Quantity at the Service Commencement Point, the Service Termination Point, or both, as applicable, in any Transaction equals zero, that Party may no longer exercise Flex Discretion in that Transaction at that point.



SERVICE SCHEDULES

SCHEDULE STS - SHORT TERM STORAGE SERVICE

TERMS AND CONDITIONS OF SERVICE (Cont'd)

4. SERVICE FEES

- 4.1 Customer will pay to Wild Goose, or Wild Goose will pay to Customer, the STS Service Charge, as calculated pursuant to the Appendix STS evidencing each Transaction, for the Services provided or to be provided under this Service Schedule.
- 4.2 The STS Service Charge shall be based on either a "Total Contract Quantity," "Inventory" or "Commodity" basis, as stipulated on the Appendix STS evidencing the Transaction between the Parties.
- (a) If based on the Total Contract Quantity, then the STS Service Charge for any Gas Month is equal to the STS Service Rate times the Total Contract Quantity divided by number of months comprising the Term of that Transaction, or
 - (b) If based on Commodity, then the STS Service Charge for any Gas Month is equal to the STS Service Rate times the quantity of gas Requested by Customer and accepted by Wild Goose pursuant to that Transaction during that Gas Month at the Service Commencement Point, the Service Termination Point or both, or
 - (c) If based on Inventory, then the STS Service Charge for any Gas Month is equal to the STS Service Rate times the Inventory Capacity divided by the number of months comprising the Term of that Transaction.



SERVICE SCHEDULES

SCHEDULE STS - SHORT TERM STORAGE SERVICE

TERMS AND CONDITIONS OF SERVICE (Cont'd)

5. RATES

5.1 The rates for STS Service shall be within the range set forth in the following table:

Schedule STS Rate Table

	Unit	Minimum	Maximum
STS Service Rate	\$/Dth	\$0.00	\$500.00

6. SPECIAL CONDITIONS

- 6.1 In order to receive Service under this schedule, Customer must enter into a Storage Services Agreement (Form A) and a Transaction as evidenced by an Appendix STS (Form C).
- 6.2 All Service under this Service Schedule is subject to the provisions of this Tariff and the Conditions of Use of MyHUBAccount.
- 6.3 The agreement of the Parties as evidenced by the Storage Service Documents shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may from time to time direct in the exercise of its jurisdiction.



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Second Revised Cal. P.U.C. Sheet No. 54-G
cancelling First Revised Cal. P.U.C. Sheet No. 54-G

LIST OF CONTRACTS AND DEVIATIONS

Wild Goose does not currently have or expect to enter into Transactions at rates or under conditions other than those contained in its filed Tariff. If Wild Goose enters into Transactions with customers at rates that are outside the range of rates established for its Services or under conditions other than those contained in its Tariff, Wild Goose will follow the procedures of Section 8 of the Commission's General Order 96-B or its successor, and will list such Transactions in this section.

Advice Letter No.5-G

Decision No. 97-06-091, 98-06-083

Issued by
Jason A. Dubchak

Vice President & General Counsel

Date Filed: Jan. 16, 2015
Effective: Feb. 16, 2015

Resolution No.



RULES

RULE 1 — DEFINITIONS

Whenever used in this Tariff or in any Schedule, Appendix, Table, Form or Attachments thereto, the following words and expressions shall have the respective meanings ascribed to them as follows:

1. “Acceptable Credit Rating” means a Credit Rating no lower than any of the following: “BBB” from Standard & Poor’s, “Baa” from Moody’s, “B++” from Canadian Bond Rating Service.
2. “Affiliate” means, with respect to the relationship between corporations, that one of them is controlled by the other or that both of them are controlled by the same person, corporation or body politic; and for this purpose a corporation will be treated as controlled by those persons, corporations or bodies politic who own or effectively control, other than by way of security only, sufficient voting shares of the corporation (whether directly through the ownership of shares of the corporation or indirectly through the ownership of shares of another corporation which owns shares of the corporation) to elect the majority of its board of directors. A partnership which is a Party and which is comprised of corporations or partnerships which in each case are Affiliates, as described above, will be treated as an Affiliate of each such corporation or partnership and its other Affiliates.
3. “Appendix” means a document, a pro forma of which is set forth as Sample Forms B and C, that adopts that Service Schedule and confirms the particulars of the Transaction that is set forth therein.
4. “Appendix FSS” means an Appendix FSS in the form set forth as Sample Form B(i) and B(ii), evidencing a Transaction between Customer and Wild Goose.
5. “Appendix STS” means an Appendix STS in the form set forth as Sample Form C, evidencing a Transaction between Customer and Wild Goose.
6. “Backstop” means the affecting of sales or purchases by Wild Goose which offset the physical flow of Customers’ nominations in the event of a potential or actual curtailment of service at Wild Goose’s sole discretion.



RULES (Cont'd)

RULE 1 — DEFINITIONS (Cont'd)

7. “Billing Month” means the Gas Month immediately preceding the Gas Month in which Wild Goose is required to bill Customer pursuant to Section 5.2 of the General Terms and Conditions of this Tariff.
8. “Btu” or “British Thermal Unit” means the standard unit for measuring a quantity of thermal energy. One Btu equals the amount of thermal energy required to raise one pound of water one degree Fahrenheit at or near its point of maximum density.
9. “Business Day” means any day except a Saturday, Sunday or Federal Reserve Bank holiday.
10. “Commencement Quantity” means the aggregate quantity of gas actually delivered or received at the Service Commencement Point.
11. “Commission” means the Public Utilities Commission of the State of California, or its successor.
12. “Conditions of Use” means the terms and conditions that govern MyHUBAccount.
13. “Confidential Information” means the confidential information or trade secrets of the transmitting Party and the confidential information and trade secrets of other persons in favor of whom the transmitting Party has undertaken, or is otherwise bound by, an obligation of confidentiality, regardless of the form of which such information is constituted, excluding however, information that is publicly available other than as a result of the improper conduct of the recipient Party, information that was within the recipient Party’s knowledge prior to disclosure by the transmitting Party, and information that has been lawfully disclosed by another source.



RULES (Cont'd)

RULE 1 — DEFINITIONS (Cont'd)

14. “Confirm” means the act of making a Confirmation.
15. “Confirmation” means the Connecting Pipeline’s matching and confirmation of the Nominations submitted by either or both of Customer and Wild Goose.
16. “Connecting Pipeline” means the pipeline system immediately upstream of the Service Commencement Point or immediately downstream of the Service Termination Point, as the case may be, or if there is more than one such pipeline system at the Service Commencement Point or the Service Termination Point, then the pipeline system or systems specified on the Appendix evidencing the Transaction between the Parties.
17. “Credit Rating” means the rating given to Customer’s unsecured Long Term Debt by Standard & Poor’s, Moody’s, or the Canadian Bond Rating Service.
18. “Curtailed Allowance” has the meaning given in Section 3.1 of Schedule FSS.
19. “Customer” means the person or persons who contract for Service at the Wild Goose Storage Facility and includes the person’s or persons’ successors and permitted assigns.
20. “Defaulting Party” means the Party who in the circumstances is responsible for a Delivery Default or is responsible for or subject to a Triggering Event.
21. “Deficient Quantity” means the quantity of gas which the Defaulting Party failed to deliver or accept, as the case may be, on the Delivery Default Date.
22. “Decatherm” or “Dth” means one million Btu or ten therms.
23. “Delivery Default” means the failure by a Party, for any reason not excused by the applicable provisions of the Storage Service Documents, to deliver or accept gas on any Gas Day in accordance with its obligations.
24. “Designated Transportation Account” means the Transportation Account specified on the Appendix evidencing the Transaction between the Parties.



RULES (Cont'd)

RULE 1 – DEFINITIONS (Cont'd)

25. "Delivery Default Date" means the Gas Day on which the Delivery Default occurred.
26. "Document(s)" for the purposes of MyHUBAccount means data that relate to a Transaction are in compliance with the Conditions of Use of MyHUBAccount.
27. "Documentation" means the instruction manual(s) provided with and describing the use and functionality of the hardware and Software.
28. "dollars" or "\$" means United States dollars, unless expressly indicated otherwise.
29. "Early Termination Damages" means the net present value of the economic loss, if any, as calculated pursuant to Article 8 of the General Terms and Conditions of this Tariff, deemed to have been suffered by the Non-Defaulting Party as a result of the early termination of some or all Transactions, as designated by the Non-Defaulting Party.
30. "Early Termination Date" has the meaning given in Section 8.6 of the General Terms and Conditions of this Tariff.
31. "Effective Time" means, when used in connection with any of the terms Request, Nomination, and Confirmation, the time when gas will begin to flow on the Connecting Pipeline in response to such Request, Nomination or Confirmation.
32. "Financial Assurance" means an irrevocable Letter of Credit, substantially in the form set forth as Sample Form D, a Guarantee, substantially in the form set forth as Sample Form E, given by another person with an Acceptable Credit Rating or such other security acceptable to Wild Goose.
33. "Financial Statements" means Customer's current balance sheet, statement of income, statement of retained earnings or statement of changes in financial position and notes.
34. "Firm Storage Service" or "FSS Service" means a service offered by Wild Goose for delivery of Gas at the Service Commencement Point by or on behalf of the Customer and for delivery of Gas at the Service Termination Point to or on behalf of Customer pursuant to an FSS Transaction.



RULES (Cont'd)

RULE 1 – DEFINITIONS (Cont'd)

35. “Flex Discretion” means that either Wild Goose or Customer, or both, has been assigned a Flex Quantity at the Service Commencement Point, Service Termination Point, or both, as stipulated in Appendix STS, and has the rights set out in Article 3 of Schedule STS.
36. “Flex Quantity” when used in relation to a Party having Flex Discretion, means the quantity of gas as initially stipulated in the Appendix STS evidencing the Transaction entered into by the Parties and as reduced from time to time by that Party’s exercise of Flex Discretion.
37. “Force Majeure” has the meaning given it in Article 9 of the General Terms and Conditions of this Tariff.
38. “FSS Service” means a service offered by Wild Goose for delivery of gas at the Service Commencement Point by or on behalf of Customer and for delivery of gas at the Service Termination Point to or on behalf of Customer, on the terms and conditions of Service Schedule FSS and Appendix FSS.
- 38.1 “FSS Transaction” means a Transaction for Physical Capacity at the Wild Goose Storage Facility, entered into by the Parties whereby Wild Goose accepts delivery of quantities of Gas from or on behalf of Customer from time to time, stores such Gas, and delivers Gas from time to time thereafter to or on behalf of Customer, all on the terms and conditions set out in the Tariff and as agreed to by the Parties, as specified on the Appendix FSS confirming such Transaction and Service Schedule FSS.
- 38.2 “Fuel Charge” means the fees payable by Customer in respect of gas which is required to operate the Wild Goose Storage Facility to inject Customer gas into the Wild Goose Storage Facility, as detailed in Schedule FSS.
- 38.3 “Fuel Charge Election” means the formula agreed to by Wild Goose and Customer for calculating the Fuel Charge in accordance with the terms of Schedule FSS.
39. “gas” or “natural gas” means natural gas that meets the quality specifications of the Connecting Pipeline.



RULES (Cont'd)

RULE 1 – DEFINITIONS (Cont'd)

40. "Gas Day" means a period beginning at 07:00 Pacific Clock Time and ending at 07:00 Pacific Clock Time on the following day. Each Gas Day will be referred to by the calendar day on which it commences.
41. "Gas Month" means a period of time beginning at 07:00 Pacific Clock Time on the first day of a calendar month and ending at 07:00 Pacific Clock Time on the first day of the following calendar month. Each Gas Month will be referred to by the calendar month in which it commences.
42. "Guarantee," "Guaranteed Obligations" and "Guarantor" each have the meaning given in Rule 6 and Sample Form "E" thereto.
43. "Injection" means quantities of gas delivered into the Wild Goose Storage Facility for later use by Customer.



RULES (Cont'd)

RULE 1 – DEFINITIONS (Cont'd)

44. "Injection Commodity Rate" means the rate, expressed in dollars per Decatherm, payable by Customer for injecting gas into the Wild Goose Storage Facility, as stipulated in Appendix FSS.
45. "Injection Demand Rate" means the rate, expressed in dollars per Decatherm per month, charged for reserving injection service at the Wild Goose Storage Facility for Customer's exclusive use, as stipulated in Appendix FSS.
46. "Injection Demand Charge" means for any Gas Month, the Maximum Daily Injection Quantity times the Injection Demand Rate for that Gas Month.
47. "Intraday" means when a Nomination Time and the corresponding Effective Time occur within the same calendar day.
48. "Inventory Account" means an account maintained by Wild Goose as the means by which Transactions entered into by the Parties are accounted for. Wild Goose may maintain more than one Inventory Account on behalf of Customer.
49. "Inventory Capacity" means that portion of the operating capacity of the Wild Goose Storage Facility sufficient to store on behalf of Customer, the total quantity of gas for an Inventory Account as stipulated as such on Appendix FSS and Appendix STS referencing such Inventory Account, and in accordance with the provisions of the Storage Service Documents.
50. "Inventory Demand Rate" means the rate, expressed in dollars per Decatherm per month, charged for reserving inventory capacity at the Wild Goose Storage Facility for Customer's exclusive use, as stipulated in Appendix FSS.
51. "Inventory Demand Charge" means for any Gas Month, the Inventory Capacity times the Inventory Demand Rate for that Gas Month.
52. "Letter of Credit" has the meaning given in Rule 6 and Sample Form "D."
- 52.1 "Inventory Profile" means a form of FSS Service in which Customer receives a certain firm injection rate and a certain firm withdrawal rate on a given Gas Day, derived by a formula as set out on the Appendix FSS confirming the FSS Transaction and typically based upon the balance in Customer's Inventory Account credited to the that Transaction for that Gas Day.



RULES (Cont'd)

RULE 1 — DEFINITIONS (Cont'd)

53. “Liquidated Damages” means an amount determined in accordance with the provisions of Article 8 of the General Terms and Conditions of this Tariff.
54. “Maximum Daily Injection Quantity” means the maximum quantity of gas that Customer may Request or Nominate for delivery by Customer at the Service Commencement Point during any Gas Day, as stipulated in the Appendix FSS evidencing the Transaction entered into by the Parties; and, when used in relation to any part of any Gas Day, means a fraction of such quantity that is equal to the ratio of such part of the Gas Day to the entire Gas Day.
55. “Maximum Daily Quantity” means, in relation to the Service Commencement Point or the Service Termination Point, the maximum quantity of gas that Customer may Request or Nominate for delivery on any Gas Day at that point, as stipulated in the Appendix STS evidencing the Transaction entered into by the Parties; and, when used in relation to any part of any Gas Day, means a fraction of such quantity that is equal to the ratio of such part of the Gas Day to the entire Gas Day.
56. “Maximum Daily Withdrawal Quantity” means the maximum quantity of gas that Customer may Request or Nominate for delivery by Wild Goose at the Service Termination Point during any Gas Day, as stipulated in the Appendix FSS evidencing the Transaction entered into by the Parties; and, when used in relation to any part of any Gas Day, means a fraction of such quantity that is equal to the ratio of such part of the Gas Day to the entire Gas Day.
57. “Maximum Pipeline Pressure” means for any Connecting Pipeline the maximum pressure as stipulated on the Notification Schedule for that Pipeline.
58. “Minimum Daily Quantity” means the minimum quantity of gas that Customer must Request and Nominate for delivery on any Gas Day at that point, and the minimum quantity of gas that Wild Goose Nominate for delivery on any Gas Day, at the Service Commencement Point or the Service Termination Point, as the case may be, all as stipulated in the Appendix STS evidencing the Transaction entered into by the Parties; and, when used in relation to any part of any Gas Day, means a fraction of such quantity that is equal to the ratio of such part of the Gas Day to the entire Gas Day.
59. “Minimum Pipeline Pressure” means for any Connecting Pipeline the minimum pressure as stipulated on the Notification Schedule for that pipeline.



RULES (Cont'd)

RULE 1 – DEFINITIONS (Cont'd)

- 59.1 “Monthly Profile” means a form of FSS Transaction, in which Customer receives a certain firm injection rate and a certain firm withdrawal rate for each Gas Day as specified on the Appendix FSS evidencing that Transaction.
60. “Monthly Storage Demand Charge” means in respect of any FSS Transaction, the amount appearing on the Appendix FSS evidencing that Transaction.
61. “MyHUBAccount” means the electronic system whereby Customers can submit Requests in accordance with this Tariff and the Conditions of Use of MyHUBAccount.
62. “Nominate” means the act of making a Nomination.
63. “Nomination” means a request for transportation by Customer or Wild Goose made to the Connecting Pipeline of the quantity of gas that the Party wishes to flow on the Connecting Pipeline system on the date specified.
64. “Nomination Time” means the deadline for submitting Nominations as set out on the Notification Schedule.
65. “Non-Defaulting Party” means in any circumstance the party that is not the Defaulting Party in that circumstance.
66. “Notification Schedule” means the form attached to the Storage Services Agreement setting forth, among other things, the Nomination Times, Request Times, addresses for notice, Minimum Pipeline Pressure, Maximum Pipeline Pressure, and other information relating to Customer and Wild Goose.
67. “Obligation” has the meaning given it in Section 9.1 of the General Terms and Conditions of this Tariff.
68. “Other Security Documents” means financial statements of parent or subsidiary entities, credit reports or any other form of security or document review as deemed acceptable by Wild Goose in its sole and unfettered discretion.
69. “Party” or “Parties” means either or both of Customer and Wild Goose, as the case may be.
70. “person” or “persons” means any legal entity.



RULES (Cont'd)

RULE 1 – DEFINITIONS (Cont'd)

71. "PG&E Citygate" means the Midpoint price of natural gas at the "PG&E city-gate" shown in the Daily Price survey (\$/ MMBtu) published by Gas Daily or its successor.
- 71.1 "Physical Capacity" means the capability of Wild Goose to inject or withdraw actual molecules of Gas on any given day notwithstanding any offset positions or Backstopping that may have been transacted prior.
72. "Prime Rate" means the annual rate of interest, designated as the U.S. Base Lending Rate as announced from time to time by the Citibank, N.A., as the reference rate then in effect for determining interest rates on U.S. dollar commercial loans.
73. "quantity of gas," unless expressly provided to the contrary, means Decatherms or a multiple or fraction thereof.



RULES (Cont'd)

RULE 1 — DEFINITIONS (Cont'd)

74. “Real Default Value” means for any Delivery Default Date, 10% of the price determined by application of the Service Commencement Point Price Index or the Service Termination Point Price Index, as the case may be, times the Deficient Quantity on that Delivery Default Date.
75. “Receiver” in relation to a Document means the party that is intended to receive it.
76. “Request,” when used as a noun, means a Customer’s request for Service in the form established by Wild Goose setting out the quantity of gas that Customer wishes to deliver to or receive at the Service Commencement Point, or deliver to or receive at the Service Termination Point, for the period commencing at the next Effective Time. When used as a verb, “Request” means the act of making a request for Service in accordance with Article 3 of the General Terms and Conditions of this Tariff and any applicable provisions of the Storage Service Documents.
77. “Request Time” means the deadline for submitting Requests set out on the Notification Schedule.
78. “Sender” in relation to a Document means the party that transmits it.
79. “Service” means a service made available pursuant to the Storage Service Documents, being one of the following:
Firm Storage Service (or FSS) or
Short Term Storage Service (or STS).
80. “Service Commencement Point” means the location in California at which the provision of a Service by Wild Goose commences, as set out in the Appendix evidencing the Transaction entered into by the Parties.
81. “Service Commencement Point Price Index” means the pricing index set out in the Appendix evidencing the Transaction entered into by the Parties.
82. “Service Schedule” means the schedule that describes a Service, and includes the Appendix evidencing a Transaction entered into by the Parties.
83. “Service Termination Point” means the location in California at which the provision of a Service by Wild Goose terminates, as set out in the Appendix evidencing the Transaction entered into by the Parties.



RULES (Cont'd)

RULE 1 – DEFINITIONS (Cont'd)

84. "Service Termination Point Price Index" means the pricing index set out in the Appendix evidencing the Transaction entered into by the Parties.
85. "Short Term Storage Service" means STS Service.
86. "Software" means the computer software programs used for MyHUBAccount.
87. "Storage Service Documents" means the Storage Services Agreement, Service Schedule FSS, Service Schedule STS, the Appendices evidencing all Transactions binding on the Parties, MyHUBAccount Document(s), and the Tariff.
88. "STS Service" or "Short Term Service" means a service offered by Wild Goose for delivery or acceptance of gas at the Service Commencement Point by or on behalf of Customer and/or for delivery or acceptance of gas at the Service Termination Point by or on behalf of Customer, on the terms and conditions of Service Schedule STS and the Appendix STS evidencing the Transaction in question.
89. "STS Service Charge" means the amount determined pursuant to Section 4.2 of Schedule STS.
90. "STS Service Rate" means the fee for STS Service in the amount stipulated in the Appendix STS evidencing the Transaction in question.
91. "Tariff" means the title page, preliminary statement, service area maps, service schedules, list of contracts and deviations, rules and sample forms approved by the Commission for Wild Goose and the entire body of the Storage Service Documents, including effective rates and charges.
92. "Term" means the period designated for Service under the applicable Appendix evidencing a Transaction between the Parties, subject to extension or earlier termination in accordance with the provisions of the Storage Service Documents; provided that the initial term of any service provided by Wild Goose under either Schedule FSS or Schedule STS shall commence on or the commencement date designated on the applicable Appendix. Regardless of the exact date that Service commences, the initial Term of any such Service shall conclude on the end date specified in the applicable Appendix.



RULES (Cont'd)

RULE 1 — DEFINITIONS (Cont'd)

93. "Therm" means an amount of thermal energy equal to 100,000 British thermal units. Ten therms equal one Decatherm (Dth).
94. "Threshold Amount" has the meaning given in Section 4.1 of Service Schedule FSS.
95. "Total Contract Quantity" is the quantity of gas stipulated as such on Appendix STS.
96. "Total Storage Demand Charge" means in respect of any FSS Transaction, the sum of the Monthly Storage Demand Charges for that Transaction, as specified in the Appendix FSS.
97. "Transaction" means a commercial transaction entered into by Customer and Wild Goose, as evidenced by an Appendix by which they have agreed to be bound or are deemed to be bound by the provisions of the Storage Service Documents.
98. "Transportation Account" means the agreement, pool, number or account on the Connecting Pipeline.
99. "Triggering Event" has the meaning given in Section 8.7 of the General Terms and Conditions of this Tariff.
100. "Wild Goose" means Wild Goose Storage, LLC, including its successors and permitted assigns.
101. "Wild Goose Storage Facility" means the natural gas storage facility operated by Wild Goose in Butte County in the State of California.
102. "Withdrawal" means quantities of gas delivered from the Wild Goose Storage Facility for use by Customer.
103. "Withdrawal Commodity Rate" means the rate, expressed in dollars per Decatherm, payable by Customer for withdrawing gas from the Wild Goose Storage Facility, as stipulated in Appendix FSS.
104. "Withdrawal Demand Charge" means for any Gas Month, the Maximum Daily Withdrawal Quantity times the Withdrawal Demand Rate for that Gas Month.
105. "Withdrawal Demand Rate" means rate, expressed in dollars per Decatherm per month, charged for reserving withdrawal service at the Wild Goose Storage Facility for Customer's exclusive use.



RULES (Cont'd)

RULE 2 — DESCRIPTION OF SERVICE

Wild Goose Storage, LLC provides two classes of natural gas storage services for customers: Firm Storage Service and Short Term Storage Service.

1. FIRM STORAGE SERVICE

Firm Storage Service (FSS), as defined in Rule 1, is a natural gas storage service comprised of firm inventory capacity, firm injection capacity and firm withdrawal capacity, subject to the terms and conditions of service set forth in the Tariff including the Appendix FSS evidencing a Transaction entered into by the Parties.

2. SHORT TERM STORAGE SERVICE

Short Term Storage (STS) Service, as defined in Rule 1, is a natural gas storage service comprised of inventory capacity, injection capacity and withdrawal capacity, subject to the terms and conditions of service set forth in the Tariff including the Appendix STS evidencing a Transaction entered into by the Parties.

3. LIMITATION OF LIABILITY AND DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES

It is the intent of the Parties to fully and completely state the rights and obligations of the Parties with regard to the Services provided under this Tariff. Therefore the liability of Wild Goose and Customer, unless otherwise expressly provided will be limited to Liquidated Damages or Early Termination Damages as the case may be, in Article 8 of the General Terms and Conditions of this Tariff, and there are no other express or implied warranties or representations with respect to the Services provided under this Tariff. It is the intent of the Parties to specifically disclaim all warranties, and indemnities, express or implied, other than those expressly set forth in this Tariff.



RULES (Cont'd)

RULE 3 – APPLICATION FOR SERVICE

To apply for service, a customer must execute a Storage Services Agreement, enter into a Transaction evidenced by an Appendix applicable to the type of service to be taken, either Appendix FSS or Appendix STS, and establish credit in compliance with Rule 6.

RULE 4 – CONTRACTS

All contracts for natural gas storage service by Wild Goose shall be subject to the following terms and conditions:

- A. Definition - "Contract" when used in these Rules, refers to one or more Transactions, entered into between Customer and Wild Goose and evidenced by one or more Appendices.
- B. Requirement – Contracts for natural gas storage service will be required as a condition precedent to service.
- C. Interpretation – The interpretation and performance of any contract for gas storage service shall be in accordance with the laws of the State of California, without regard to the choice of law provisions thereof, and the orders, decisions, rules, and regulations of the Public Utilities Commission of the State of California, in effect from time to time.

RULE 5 – SPECIAL INFORMATION REQUIRED ON FORMS

Each Transaction for natural gas storage service shall contain the following provision:

"The agreement of the Parties, as evidenced by the Appendix __, shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may from time to time direct in the exercise of its jurisdiction."



RULES (Cont'd)

RULE 6 — ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT

All Customers will be required to maintain an Acceptable Credit Rating, to provide Wild Goose with Financial Assurances, or to provide Other Security Documents as provided in this Rule 6.

1. REQUIREMENT FOR FINANCIAL ASSURANCES OR OTHER SECURITY DOCUMENTS
 - 1.1 If Customer does not have an Acceptable Credit Rating, Customer shall provide Wild Goose with Financial Assurances in accordance with Section 3 or Other Security Documents in accordance with Section 4.
2. WAIVER OF FINANCIAL ASSURANCES
 - 2.1 If Customer establishes to Wild Goose's reasonable satisfaction that it has an Acceptable Credit Rating and so long thereafter as Customer maintains an Acceptable Credit Rating, Wild Goose shall not require Customer to provide it with Financial Assurances.
 - 2.2 If Customer is not required by Wild Goose to provide Financial Assurances pursuant to Section 2.1, Customer shall provide Wild Goose with:
 - (a) audited consolidated Financial Statements within 120 days after the end of each fiscal year of Customer, prepared in accordance with generally accepted accounting principles; and
 - (b) unaudited consolidated Financial Statements within 90 days after the end of each fiscal quarter of Customer, prepared in accordance with generally accepted accounting principles; and
 - (c) immediate notice of any amendment, change or modification to its Credit Rating, its Financial Statements or of any material adverse change in the financial position of Customer.



RULES (Cont'd)

RULE 6 — ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT (Cont'd)

2. WAIVER OF FINANCIAL ASSURANCES (Cont'd)

2.3 If Customer does not maintain an Acceptable Credit Rating, then within 5 days of the reduction of its Credit Rating Customer shall provide Wild Goose with the Financial Assurances as set forth in Section 3.

3. FINANCIAL ASSURANCES - LETTER OF CREDIT OR GUARANTEE BY OTHER COMPANY

3.1 Where Customer does not have or does not maintain an Acceptable Credit Rating, Customer shall provide Wild Goose with one or more of the Financial Assurances, at the option of Wild Goose, in an acceptable form as set forth in Section 3.2, 3.3 and 3.4. If a Customer with an Acceptable Credit Rating is downgraded to a level lower than an Acceptable Credit Rating, and no Transactions are then pending between the Parties, Wild Goose will not require Customer to provide Financial Assurances unless and until Customer desires to enter into a Transaction.



RULES (Cont'd)

RULE 6 — ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT (Cont'd)

3. FINANCIAL ASSURANCES - LETTER OF CREDIT OR GUARANTEE BY OTHER COMPANY (Cont'd)

3.2 Customer shall provide to Wild Goose, to secure its obligation to Wild Goose pursuant to the Storage Service Documents, the following Letter of Credit:

- (a) Upon entering into any Transaction under the Storage Service Documents and on or before January 1st of each year for which the Storage Service Documents are in effect, unless otherwise specified by Wild Goose, a Letter of Credit in an amount equal to the Total Storage Demand Charge specified in Appendix FSS.
- (b) For each Transaction entered into by the Parties for STS Service, a Letter of Credit in an amount equal to the value of the Transaction under any reasonable set of assumptions, plus 120 days as determined by Wild Goose in its sole and absolute discretion.
- (c) Each Letter of Credit shall be in effect for 1 year or for the Term of the Transaction plus 120 days, whichever is lesser. If the Term of the Transaction plus 120 days is greater than 1 year, Customer shall ensure that its obligation to Wild Goose is secured continuously, and accordingly shall provide Wild Goose with a replacement Letter of Credit no later than 120 days prior to the expiration of the then-effective Letter of Credit. Wild Goose will return the expiring Letter of Credit to Customer within 5 days of the date the Replacement Letter of Credit becomes effective.
- (d) Each Letter of Credit shall be in form and substance satisfactory to Wild Goose, and without limiting the generality of the foregoing shall be issued by a financial institution acceptable to Wild Goose and shall be irrevocable; shall provide for partial drawdowns; and shall contain the terms and conditions set forth in Sample Form D.



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RULES (Cont'd)

RULE 6 — ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT (Cont'd)

3. FINANCIAL ASSURANCES - LETTER OF CREDIT OR GUARANTEE BY OTHER COMPANY (Cont'd)

- (e) In addition to all other remedies available to Wild Goose at law or in equity, if Customer fails to provide a replacement Letter of Credit in accordance with this Section 3.2, Wild Goose may draw upon the expiring Letter of Credit to the full amount thereof and apply the funds so drawn in payment in whole or in part of the obligations of Customer under the Storage Service Documents.



RULES (Cont'd)

RULE 6 — ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT (Cont'd)

3. FINANCIAL ASSURANCES - LETTER OF CREDIT OR GUARANTEE BY OTHER COMPANY (Cont'd)

3.3 Customer shall provide to Wild Goose, to secure its obligation to Wild Goose pursuant to the Storage Service Documents, a Guarantee granted to Wild Goose by another company (the "Guarantor") with an Acceptable Credit Rating. The Guarantee shall be in a form as set forth in Sample Form E and the provisions of Sections 2 and 3 hereof shall apply *mutatis mutandis* to the Guarantor as if the Guarantor were Customer.

3.4 If requested by Customer, Wild Goose may accept other forms of Financial Assurances to secure Customer's obligations under the Storage Service Documents, provided that Wild Goose may reject or accept such other forms of Financial Assurances in its sole and absolute discretion.

3.5 Customer's obligation to maintain an Acceptable Credit Rating or to provide Financial Assurances shall continue for so long as the Parties are bound by the Storage Services Agreement and all Transactions entered into thereunder. This obligation shall terminate when Customer has performed or satisfied all of its obligations under the Storage Service Documents. Upon the termination of the Storage Services Agreement, Wild Goose shall return to Customer, if applicable:

- (a) the Letter of Credit and funds held by Wild Goose as security pursuant to Section 3.2 then in its possession but only to the extent it has not then applied such funds pursuant to Section 4 to the debts, expenses, costs, assessments and liabilities payable by Customer to Wild Goose pursuant to the provisions of the Storage Service Documents;
- (b) the Guarantee held by Wild Goose pursuant to Section 3.3; or
- (c) any security accepted by Wild Goose pursuant to Section 3.4.



RULES (Cont'd)

RULE 6 — ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT (Cont'd)

4. OTHER SECURITY DOCUMENTS

4.1 Where Customer has provided Wild Goose Other Security Documents and Wild Goose, in its sole and absolute discretion, determines that the Other Security Documents provided are no longer an acceptable form of credit, Customer shall provide Financial Assurances as provided in Section 3 of this Rule 6 or provide any additional Other Security Documents as directed by Wild Goose. This obligation remains for as long as the Parties are bound by the Storage Services Agreement and all Transactions entered thereunder.

4.2 If Customer fails to comply with this Section 4, Wild Goose shall have all the rights and remedies available to it as if the Customer failed to maintain an Acceptable Credit Rating or provide Financial Assurances as provided in this Rule 6.

5. FAILURE TO MEET OBLIGATIONS

5.1 If Customer fails to pay in full any amount owing to Wild Goose within the time specified pursuant to the Storage Service Documents, then, in addition to the rights Wild Goose has pursuant to the provisions of the Storage Service Documents and all other remedies available to Wild Goose at law or in equity, Wild Goose may take one or more of the following actions:

- (a) draw upon the Letter of Credit and funds held by Wild Goose as security pursuant to Section 3.2 and apply the funds so drawn to pay any debts, expenses, costs, assessments or liabilities of any nature whatsoever, including interest on unpaid amounts, payable by Customer to Wild Goose pursuant to the provisions of the Storage Service Documents;
- (b) demand payment from the Guarantor pursuant to the Guarantee granted under Section 3.3; or
- (c) realize on any security accepted by Wild Goose pursuant to this Rule 6.



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RULES (Cont'd)

RULE 6 — ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT (Cont'd)

6. NOTICES

- 6.1 Any notice required or permitted to be given by one Party to another pursuant to this Rule shall be given in writing and may be delivered by hand or transmitted by facsimile addressed in accordance with the particulars for notices set forth in the Storage Service Documents.

RULE 7 — DEPOSITS

NOT APPLICABLE

RULE 8 — NOTICES

All notices required to be provided under the terms of this Tariff or any applicable Storage Document or contracts shall be provided according to the provisions of the Notification Schedule attached to the Customer's Storage Services Agreement and in compliance with the provisions of Section 10 of the General Terms and Conditions of this Tariff.

RULE 9 — RENDERING AND PAYMENT OF BILLS

The preparation and rendering of bills and the payment thereof for all services provided under this Tariff shall be made in accordance with the provisions of Articles 5, 6, and 7 of the General Terms and Conditions of this Tariff.

RULE 10 — DISPUTED BILLS

1. Disputes about bills or invoices rendered by Wild Goose to Customer are subject to the provisions of Section 5.7 of the General Terms and Conditions of this Tariff.
2. For any other disputes, it is the intent of the parties that disputes between them be resolved in as expeditious and cost efficient a manner as is reasonably possible. Accordingly, before either party initiates litigation proceedings, the Parties must:
 - 2.1 Attempt to resolve the dispute using commercially reasonable efforts and acting in good faith to cause appropriate level representatives of each party to meet in person within 14 Business Days of either party giving the other party written notice stating that a dispute exists and describing the dispute in reasonable detail.



RULES (Cont'd)

RULE 10 – DISPUTED BILLS (Cont'd)

- 2.2 If the Parties are unable to reach an amicable agreement within that 14 Business Day period (which may be extended by mutual agreement of the parties), then the Parties agree to participate in non-binding mediation administered by the American Arbitration Association under its Commercial Arbitration Rules before resorting to litigation.
- 2.3 Each Party shall be responsible for their own costs for compliance with this Rule 10. Any common costs incurred shall be shared equally.

RULE 11 — MEASUREMENT OF SERVICE

11.1 Wild Goose will accept and deliver customers' natural gas at the quality and pressure required of natural gas transported on the Connecting Pipeline system, provided that:

- 11.1.1 The Parties agree that if Wild Goose is required to accept gas for delivery into storage from a Connecting Pipeline when the pressure on that Connecting Pipeline is less than the Minimum Pipeline Pressure, then for so long as such condition exists, the Maximum Daily Injection Quantity and/or the Maximum Daily Quantity, as the case may be, will be adjusted downward without penalty as determined by Wild Goose acting reasonably.
- 11.1.2 The Parties agree that if Wild Goose is required to redeliver gas from storage to a Connecting Pipeline when the pressure on that Connecting Pipeline is in excess of the Maximum Pipeline Pressure, then for so long as such condition exists, the Maximum Daily Withdrawal Quantity and/or the Maximum Daily Quantity, as the case may be, will be adjusted downward without penalty as determined by Wild Goose acting reasonably.
- 11.1.3 Wild Goose shall make all such adjustments in accordance with Rule 14 of this Tariff among Customer and all other customers to whom Wild Goose owes an obligation to provide Service and who are affected in a manner similar to Customer by such conditions of pressure on a Connecting Pipeline.

11.2 Natural gas delivered by one Party to the other hereunder shall be measured as to volume and energy by the Connecting Pipeline, and shall be expressed to Customer and Wild Goose as a scheduled volume on that Connecting Pipeline. The Parties shall accept such measurement and any adjustments thereof for all purposes, and all energy to volume and volume to energy estimates or conversions made for any purpose hereunder shall be calculated in accordance with that pipeline's tariff or approved operating procedures.



RULES (Cont'd)

RULE 12 - RESERVED

RULE 13 - RESERVED

RULE 14 - CONTINUITY OF SERVICE; ALLOCATION OF CAPACITY

A. Curtailments And Priority of Service

1. Subject to Rule 14(A), Wild Goose will queue all Requests for FSS Service and will provide FSS Service to Customers and deal with curtailments of service according to the following:
 - (a) In respect of Requests for Service commencing at any of the first four Effective Times of any Gas Day, Wild Goose shall give the highest priority to Requests for FSS Service, which may require previously accepted Requests for STS Service for those Effective Times to be reduced or rejected. If so required, Wild Goose shall reduce or reject such previously accepted Requests for STS Service in the reverse priority to that set out in Rule 14(A)(2).
 - (b) With respect of any Request for Service for the last Effective Time of any Gas Day, Wild Goose shall not reduce or reject such previously accepted Requests for Service, however FSS Customers who pay a specified fee, as documented on the Appendix FSS, will have priority over Requests for all other FSS Service and for STS Service.
 - (c) Further, provided that in its determination of whether to reduce or reject a request for STS Service on any Gas Day, Wild Goose will take into account any other requests for STS Service which result in offsetting physical flows.



RULES (Cont'd)

RULE 14 — CONTINUITY OF SERVICE; ALLOCATION OF CAPACITY (Cont'd)

2. Subject to Rule 14(A) (1), Wild Goose will queue all Requests for STS Service and will provide STS Service to Customers according to the following priority levels:
 - (a) First priority level: to Requests for STS Service in the opposite direction to the net facility physical flow for that Gas Day.
 - (b) Second priority level: to Requests from STS Service Customers in respect of whom Wild Goose has no Flex Discretion or its Flex Quantity has been exhausted and to gas purchases and sales made to efficiently manage operations of the Wild Goose Storage Facility.
 - (c) Third priority level: to Requests for STS Service for a quantity that exceeds the remaining Flex Quantity of Wild Goose for the Transaction in question. Wild Goose may exhaust its remaining Flex Quantity for that Transaction and not fulfill Customer's Request to that extent. The remaining quantity of the Request will be assigned the Second priority level. The assignments of Requests to this Third priority level and the proration of remaining amount of Service among remaining unserved Requests will be recalculated whenever Requests are reassigned to the Second priority level as described in this paragraph.
 - (d) Fourth priority level: to all other Requests for STS Service.
 - (e) Fifth priority level: to any other person in Wild Goose's sole discretion.



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RULES (Cont'd)

RULE 14 – CONTINUITY OF SERVICE; ALLOCATION OF CAPACITY (Cont'd)

3. If at any time, injection or withdrawal capacity at the Wild Goose Storage Facility is insufficient to satisfy all Requests assigned the Third or Fourth priority levels, then within each priority level the quantity of each Request will be reduced in proportion to the Physical Capacity available to that priority level divided by the total quantity of Requests for that Gas Day assigned to that same priority level.



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SAMPLE FORMS

- A. STORAGE SERVICES AGREEMENT
- B. APPENDIX FSS
- C. APPENDIX STS
- D. LETTER OF CREDIT
- E. GUARANTEE



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SAMPLE FORMS (Cont'd)

SAMPLE FORM "A"

STORAGE SERVICES AGREEMENT

This STORAGE SERVICES AGREEMENT MADE AS OF <COMMENCE DATE>, BETWEEN:

<COMPANY NAME>

("CUSTOMER")

- and -

WILD GOOSE STORAGE, LLC

("WILD GOOSE")

RECITALS:

- A. Wild Goose has developed certain facilities known as the Wild Goose Storage Facility which permit Wild Goose to provide Storage Services to Customer;
- B. Customer wishes to use some or all of those Services; and
- C. This Storage Services Agreement establishes how those Services will be provided.

WILD GOOSE AND CUSTOMER AGREE AS FOLLOWS:

1. DEFINITIONS

- 1.1 Defined terms used in the Storage Service Documents, including this Agreement, have the meaning given to them in Rule 1 of the Tariff.



SAMPLE FORMS (Cont'd)

STORAGE SERVICES AGREEMENT
Page 2

2. REPRESENTATIONS OF CUSTOMER

2.1 Customer represents and warrants to Wild Goose as follows, and such representations and warranties shall survive for the benefit of Wild Goose and are ratified and confirmed upon entering into each and every Transaction under the Storage Service Documents:

- (a) Customer is duly formed and validly existing under the laws of its incorporating jurisdiction and is duly qualified to carry on business in all jurisdictions in which it carries on business;
- (b) the execution of this Agreement and the Storage Service Documents does not violate any law, regulation, or order or Customer's articles of incorporation or bylaws and does not breach any agreement to which Customer is a party; and
- (c) to the knowledge of Customer there are no actions, claims or proceedings threatened against or affecting Customer which might materially affect any of the Transactions contemplated in this Agreement or the Storage Service Documents, or which might affect Customer's ability to meet its financial obligations under the Storage Service Documents.

3. TERM

3.1 This Storage Services Agreement, made effective as of the date first above written, creates the contractual relationship between Wild Goose and Customer for entering into Transactions utilizing the Services. From time to time there may be no Services provided, or no Transactions then in effect, in which case, this Storage Services Agreement will continue until either Party delivers a written termination notice to the other Party. That notice will be effective at the commencement of the second Gas Month following the date it was given; provided that, if a Transaction is then in effect between Wild Goose and Customer, this Storage Services Agreement shall only terminate after that Transaction is performed or terminated in accordance with its provisions.



SAMPLE FORMS (Cont'd)

STORAGE SERVICES AGREEMENT

Page 3

4. **WILD GOOSE STORAGE SERVICES**

- 4.1 Wild Goose will provide and Customer will utilize those Services that the Parties agree to from time to time, as confirmed by an Appendix evidencing the Transaction entered into by the Parties.
- 4.2 When a Transaction is agreed to by the Parties, the terms of the applicable Service Schedule will apply to that Transaction, except to the extent expressly modified by the express terms and conditions of the Appendix in question.
- 4.3 Each Party expressly consents to the recording of telephone conversations between the Parties concerning oral agreements for Transactions. Each Party hereby waives any objection based on the recording of such telephone conversations and to the admissibility of such a recording in a proceeding concerning the agreement before a court, arbitrator, mediator, or administrative agency.

5. **TARIFF / MyHUBAccount**

- 5.1 The Tariff and the Conditions of Use that govern MyHUBAccount apply to and are incorporated by reference into this Agreement and all Transactions which are entered into from time to time by Customer and Wild Goose.
- 5.2 The Storage Service Documents and every Transaction entered into thereunder, shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.
- 5.3 The Storage Service Documents will be governed by and interpreted in accordance with the laws in force in the State of California without regard to the choice of law provisions thereof; and the Parties irrevocably submit to the courts having jurisdiction in the State of California.

6. **CONFLICT**

- 6.1 Subject to section 4.2 hereof, if there is any conflict between the terms of this Storage Services Agreement and the Conditions of Use of MyHUBAccount, the Tariff



SAMPLE FORMS (Cont'd)

STORAGE SERVICES AGREEMENT

Page 4

or the terms of any Service Schedule then in effect between the Parties, the terms of this Storage Services Agreement shall prevail.

6.2 If there is any conflict between the Conditions of Use of MyHUBAccount and the terms of the Tariff or the terms of any Service Schedule then in effect between the Parties, the Conditions of Use of MyHUBAccount shall prevail.

6.3 If there is any conflict between the terms of any Service Schedule then in effect between the Parties and the Tariff, the terms of the Service Schedule shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Storage Services Agreement as of the date first above written.

<COMPANY NAME>

WILD GOOSE STORAGE, LLC

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____



2780 West Liberty Road
Gridley, CA 95948

Second Revised Cal. P.U.C. Sheet No. 84-G
cancelling First Revised Cal. P.U.C. Sheet No. 84-G

SAMPLE FORMS (Cont'd)

STORAGE SERVICES AGREEMENT

NOTIFICATION SCHEDULE

This Notification Schedule is attached to and forms part of the Storage Services Agreement entered into between <COMPANY NAME> and WILD GOOSE STORAGE, LLC as of <Commence Date>.

NOTICES TO WILD GOOSE

NOTICES	REQUESTS AND NOMINATIONS	PAYMENTS
Wild Goose Storage, LLC 3900, 421 - 7th Ave. SW Calgary, CANADA T2P 4K9 Attn: Manager, Hub Inventory Services Telephone: (403) 266-8476 Fax: (403) 266-0636	Wild Goose Storage, LLC 3900, 421 - 7th Ave. SW Calgary, CANADA T2P 4K9 Attn: Gas Control Telephone: (403) 266-8476 After hours: (403) 651-6012 Fax: (403) 266-0636	Account No.: Tax Registration No.:

NOTICES TO CUSTOMER

NOTICES	CONFIRMATION	PAYMENTS
Address Attention Telephone Fax	Address Attention Telephone Fax	Bank Account number Tax Registration No.

REQUEST TIMES, NOMINATION TIMES & EFFECTIVE TIMES

All times are Pacific Clock Time

REQUEST TIME (FOR FSS SERVICE)	REQUEST TIME (FOR STS SERVICE)	NOMINATION TIME	EFFECTIVE TIME
10:30	10:30	11:00	07:00 (next day)
15:30	15:30	16:00	07:00 (next day)
06:00 (next day)	06:30 (next day)	08:00 (next day)	12:00 (next day)
10:00 (next day)	12:00 (next day)	12:30 (next day)	16:00 (next day)
14:30 (next day)	16:30 (next day)	17:00 (next day)	20:00 (next day)

Advice Letter No. 6-G

Decision No. 97-06-091, 98-06-083

Issued by
Jason A. Dubchak
 Vice President & General Counsel

Date Filed: Feb. 25, 2016

Effective: April 1, 2016

Resolution No.



2780 West Liberty Road
Gridley, CA 95948

Third Revised Cal. P.U.C. Sheet No. 85-G
cancelling Second Revised Cal. P.U.C. Sheet No. 85-G

PIPELINE PRESSURE

	Line 400/401	
Minimum Pipeline Pressure	745 psig	
Maximum Pipeline Pressure	1,035 psig	

Advice Letter No. 8-G

Decision No. 97-06-091, 98-06-083

Issued by

Jason A. Dubchak

Vice President & General Counsel

Date Filed: Feb. 25, 2020

Effective: Mar. 26, 2020

Resolution No.



2780 West Liberty Road
Gridley, CA 95948

First Revised Cal. P.U.C. Sheet No. 86-G
cancelling Original Cal. P.U.C. Sheet No. 86-G

SAMPLE FORMS (Cont'd)

SAMPLE FORM "B(i)"

FIRM STORAGE SERVICE

APPENDIX FSS

Wild Goose Storage, LLC ("Wild Goose") and <Company Name> ("Customer") hereby adopt Service Schedule FSS along with their previously executed Storage Services Agreement <effective date of Storage Services Agreement> and agree to the additional provisions contained in this Appendix FSS:

1. Term: <Commencement Date> to <End Date> subject to the provisions of Service Schedule FSS
Inventory Account: _< >
Inventory Capacity: < >

2. Inventory Profile and Demand Charges:
Maximum Customer Inventory: < >
Maximum Daily Injection Quantity:

From Inventory (Dth)	To Inventory (Dth)	Inventory Percent Range	<Service Commencement Point>	Total Maximum Daily Injection (Dth)

Maximum Daily Withdrawal Quantity:

From Inventory (Dth)	To Inventory (Dth)	Inventory Percent Range	<Service Termination Point>	Total Maximum Daily Withdrawal (Dth)

Monthly Storage Demand Charge: \$ USD
Total Storage Demand Charge: \$ USD

3. Service Commencement Point: < >
Service Commencement Point Price Index: < >
Connecting Pipeline at Service Commencement Point: < >
Designated Transportation Account at Service Commencement Point: < >

4. Service Termination Point: < >
Service Termination Point Price Index: < >
Connecting Pipeline at Service Termination Point: < >
Designated Transportation Account at Service Termination Point: < >

5. Injection Commodity Rate: < >
Withdrawal Commodity Rate: < >

6. Customer Fuel Charge Election: < >

Advice Letter No. 5-G

Decision No. 97-06-091, 98-06-083

Issued by
Jason A. Dubchak
Vice President & General Counsel

Date Filed: Jan. 16, 2015
Effective: Feb. 16, 2015
Resolution No.



2780 West Liberty Road
Gridley, CA 95948

First Revised Cal. P.U.C. Sheet No. 87-G
cancelling Original Cal. P.U.C. Sheet No. 87-G

The parties have entered into this Appendix FSS effective < >.

IMPORTANT NOTE:
This Appendix FSS will be final and binding in accordance with Article 2 of Service Schedule FSS unless Customer objects by notice in writing by 07:00 hours Pacific Clock Time on the next Business Day following the day of fax or electronic transmission of this Appendix. Signatures are not required to effect the binding nature of the Transaction set forth in this Appendix FSS. The agreement of the Parties, as evidenced by this Appendix FSS, shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may from time to time direct in the exercise of its jurisdiction.

< Company Name >

WILD GOOSE STORAGE, LLC

PER: _____
NAME: _____
TITLE: _____

PER: _____
NAME: _____
TITLE: _____
FAX: (403) 266-0636

Advice Letter No. 5-G

Decision No. 97-06-091, 98-06-083

Issued by
Jason A. Dubchak
Vice President & General Counsel

Date Filed: Jan. 16, 2015
Effective: Feb. 16, 2015
Resolution No.



2780 West Liberty Road
Gridley, CA 95948

First Revised Cal. P.U.C. Sheet No. 88-G
cancelling Original Cal. P.U.C. Sheet No. 88-G

SAMPLE FORMS (Cont'd)

SAMPLE FORM "B(ii)"

FIRM STORAGE SERVICE

APPENDIX FSS

Wild Goose Storage, LLC ("Wild Goose") and <Company Name> ("Customer") hereby adopt Service Schedule FSS, along with their previously executed Storage Services Agreement, and agree to the additional provisions contained in this Appendix FSS:

1. Term: <Commencement Date> to <End Date>, subject to the provisions of Service Schedule FSS
 Inventory Account: < >
 Inventory Capacity: < > Dth
2. Inventory Profile and Demand Charges:

Month	Maximum Daily Injection Quantity	Injection Demand Rate	Injection Demand Charge (A)	Inventory Demand Rate	Inventory Demand Charge (B)	Maximum Daily Withdrawal Quantity	Withdrawal Demand Rate	Withdrawal Demand Charge	Monthly Storage Demand Charge (A)+(B)+(C)
	Dth/day/month	\$/Dth/day/month	\$/month	\$/Dth/month	\$/month	Dth/day/month	\$/Dth/day/month	\$/month	\$/month
Apr									
May									
Jun									
Jul									
Aug									
Sep									
Oct									
Nov									
Dec									
Jan									
Feb									
Mar									
Total Storage Demand Charge (\$)									

3. Service Commencement Point: <>
 Service Commencement Point Price Index: < >
 Connecting Pipeline at Service Commencement Point: < >
 Designated Transportation Account at Service Commencement Point: < >

Advice Letter No. 5-G

Decision No. 97-06-091, 98-06-083

Issued by
Jason A. Dubchak
Vice President & General Counsel

Date Filed: Jan. 16, 2015
Effective: Feb. 16, 2015
Resolution No.



2780 West Liberty Road
Gridley, CA 95948

First Revised Cal. P.U.C. Sheet No. 89-G
cancelling Original Cal. P.U.C. Sheet No. 89-G

- 4. Service Termination Point: < ___ >
 Service Termination Point Price Index: < ___ >
 Connecting Pipeline at Service Termination Point: < ___ >
 Designated Transportation Account at Service Termination Point: < ___ >
- 5. Injection Commodity Rate: < ___ > \$/Dth
 Withdrawal Commodity Rate: < ___ > \$/Dth
- 6. Customer Fuel Charge Election:< ___ >

The parties have entered into this Appendix FSS effective <Commencement Date>

IMPORTANT NOTE:

This Appendix FSS will be final and binding in accordance with Article 2 of Service Schedule FSS unless Customer objects by notice in writing by 07:00 hours Pacific Clock Time on the next Business Day following the day of fax or electronic transmission of this Appendix. signatures are not required to effect the binding nature of the Transaction set forth in this Appendix FSS. The agreement of the Parties, as evidenced by this Appendix FSS, shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may from time to time direct in the exercise of its jurisdiction.

<COMPANY NAME>

WILD GOOSE STORAGE, LLC

PER: _____
NAME: _____
TITLE: _____

PER: _____
NAME: _____
TITLE: _____

Advice Letter No. 5-G

Issued by
Jason A. Dubchak

Date Filed: Jan. 16, 2015

Decision No. 97-06-091, 98-06-083

Vice President & General Counsel

Effective: Feb. 16, 2015

Resolution No.



2780 West Liberty Road
Gridley, CA 95948

First Revised Cal. P.U.C. Sheet No. 90-G
cancelling Original Cal. P.U.C. Sheet No. 90-G

SAMPLE FORMS (Cont'd)

SAMPLE FORM "C"

SHORT TERM STORAGE SERVICE

APPENDIX STS

Wild Goose Storage, LLC ("Wild Goose") and <Company Name> ("Customer") hereby adopt Service Schedule STS, along with their previously executed Storage Services Agreement, dated <effective date of Storage Services Agreement> and agree to the additional provisions contained in this Appendix STS:

1. Term: <Commencement Date> to <End Date> _____
 Inventory Account: <_> _____
 Inventory Capacity: <_#> _____
 Total Contract Quantity: <variable to a maximum of> <#> _____
 The STS Service Rate: <rate/index formula> payable by: <Wild Goose/Customer> _____
 The STS Service Charge shall be based on: <Total Contract Quantity/Commodity/Inventory>

NOTE: The STS Service Rate reflects the full cycle cost if based on Inventory. If based on Commodity or Total Contract Quantity, then the STS Service Rate reflects the rate for quantities actually flowed in one direction only. Therefore, the full cycle cost will be double the STS Service Rate to reflect being charged for rates that have flowed in both directions.

2. The following shall apply in respect of the Service Commencement Point:
 Service Commencement Point: <>
 Service Commencement Point Price Index: <>
 Connecting Pipeline: <>
 Designated Transportation Account: <>
 Flex Discretion: < N.A./Wild Goose/Customer/Both>
 Customer's Flex Quantity: <#>
 Wild Goose's Flex Quantity: <#>
 Minimum Daily Quantity: <#> subject to Section 2.2(a) of Service Schedule STS.
 Maximum Daily Quantity: <#> subject to Section 2.2(a) of Service Schedule STS.
 Delivery of Gas to: <Wild Goose/ Customer> from <Commencement Date> to <>
3. The following shall apply in respect of the Service Termination Point:
 Service Termination Point: <>
 Service Termination Point Price Index: <>
 Connecting Pipeline: <>
 Designated Transportation Account: <>
 Flex Discretion: < N.A./Wild Goose/Customer/Both>
 Customer's Flex Quantity: <# /Total Contract Quantity less the Commencement Quantity>
 Wild Goose's Flex Quantity: <#>
 Minimum Daily Quantity: <# /Commencement Quantity divided by <# /N.A.> days> subject to Section 2.2(b) of Service Schedule STS.
 Maximum Daily Quantity: <# /Commencement Quantity divided by <# /N.A.> days> subject to Section 2.2(b) of Service Schedule STS.
 Delivery of Gas to: <Wild Goose/Customer> from <_____> to <End Date>

The parties have accepted this Appendix STS effective <Commencement Date>

Important Note:

This Appendix STS will be final and binding in accordance with Article 2 of Service Schedule STS unless Customer objects by notice in writing by 07:00 hours Pacific Clock Time on the next Business Day following the day of fax or electronic transmission of this Appendix. Signatures are not required to effect the binding nature of the Transaction set forth in this Appendix STS. The agreement of the Parties, as evidenced by this Appendix STS, shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may from time to time direct in the exercise of its jurisdiction.<COMPANY NAME>

WILD GOOSE STORAGE, LLC

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

Advice Letter No. 5-G

Issued by
Jason A. Dubchak

Date Filed: Jan. 16, 2015
Effective: Feb. 16, 2015

Decision No. 97-06-091, 98-06-083

Vice President & General Counsel

Resolution No.



2780 West Liberty Road
Gridley, CA 95948

First Revised Cal. P.U.C. Sheet No. 91-G
cancelling Original Cal. P.U.C. Sheet No. 91-G

SAMPLE FORMS (Cont'd)

SAMPLE FORM "D"

TERMS AND CONDITIONS OF THE LETTER OF CREDIT

To: WILD GOOSE STORAGE, LLC ("Wild Goose")

Conditions of Payment:

- (1) Payable at sight upon delivery by Wild Goose to the Issuer of a certificate signed by a Senior Officer of Wild Goose stating that Wild Goose is entitled to draw the amount set forth in such certificate under the Letter of Credit.

Additional Terms and Conditions:

- (1) Each Letter of Credit issued in respect of the last year of the Storage Service Documents shall be an irrevocable documentary Letter of Credit which shall remain in full force and effect and shall not expire until 120 days after the expiration of the term of the Storage Service Documents.
- (2) Partial drawings will be permitted.
- (3) The Issuer shall not be empowered or required to investigate the validity of any certificate delivered by Wild Goose.
- (4) Each Letter of Credit shall be fully secured by cash collateral or its equivalent.
- (5) All costs of the issuing bank and any advising or confirming bank shall be borne by Customer.

Amount:

Delivery:

The Letter of Credit shall be delivered to:

WILD GOOSE STORAGE, LLC
400,607 - 8th Avenue S.W.
Calgary, Alberta T2P 0A7
Attention: Storage

Advice Letter No. 5-G

Decision No. 97-06-091, 98-06-083

Issued by
Jason A. Dubchak
Vice President & General Counsel

Date Filed: Jan. 16, 2015
Effective: Feb. 16, 2015
Resolution No.



SAMPLE FORMS (Cont'd)

SAMPLE FORM "E"

PRO FORMA GUARANTEE

GUARANTEE dated as of _____, ____, made by [NAME OF ACCEPTABLE SPONSOR], (the "Guarantor") in favor of Wild Goose Storage, LLC ("Wild Goose").

[NAME OF Customer] a [state relationship to Guarantor] (the "Customer") is a subscriber to the Storage Service Documents. Pursuant to the Storage Service Agreement dated as of _____ and the Wild Goose Tariff (the "Agreements"), Wild Goose has agreed to provide Services to Customer upon the terms and conditions set forth therein. It is a condition to the obligations of Wild Goose to provide the Services to Customer that, so long as Guarantor maintains an Acceptable Credit Rating, Guarantor shall guarantee payment of the obligations and liabilities which Customer has incurred or is under or may incur or be under to Wild Goose arising from the dealings between Customer and Wild Goose pursuant to the Agreements. However, should Guarantor's Credit Rating fall below the Acceptable Credit Rating, then the provisions of Sections 2 and 3 of Rule 6 of the Wild Goose Tariff shall apply *mutatis mutandis* to Guarantor as if it were Customer.

Where a capitalized term or expression is not otherwise defined in this Agreement the term or expression shall have the meaning ascribed to it in Rule 1 of the Wild Goose Tariff.

In consideration of the premises, and to induce Wild Goose to provide Services to Customer under the Agreements, Guarantor hereby agrees as follows:

Section 1

THE GUARANTEE

1.1 **Guarantee** Guarantor hereby unconditionally, absolutely and irrevocably guarantees to Wild Goose the prompt and complete payment by Customer when due of all amounts payable by Customer from time to time for all current and future Transactions entered into under the Agreements (the Obligations of Customer to pay such amounts collectively called the "Guaranteed Obligations"). Guarantor further agrees to pay any and all reasonable expenses (including attorney's fees) which may be paid or incurred by Wild Goose in enforcing this Guarantee. These obligations, joint and several, are independent of Customer's obligations and separate actions may be brought against Guarantor in the sole discretion of Wild Goose without first requiring performance of Customer of its obligations under the Agreements (whether action is brought against Customer or any other guarantor of the Guaranteed Obligations, or whether Borrower or any other guarantor of the Guaranteed Obligations is joined in the action).



THE GUARANTEE (Cont'd)

- 1.2 **Obligations Unconditional** The obligations of Guarantor under Section 1.1 are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Agreements or any substitution, release or exchange of any other guarantee of, or security for, or support agreement relating to, any of the Guaranteed Obligations and to the fullest extent permitted by applicable law, irrespective of any other circumstances whatsoever which might otherwise constitute a legal or equitable discharge or defense of a surety or Guarantor, in bankruptcy or in any other instance. Without limiting the generality of the foregoing, Guarantor agrees that the occurrence of any one or more of the following shall not affect the liability of the Guarantor hereunder:
- a) at any time or from time to time, without notice to Guarantor, the time for any performance of or compliance with any of the Guaranteed Obligations shall be extended, or all or any part of such performance or compliance shall be waived;
 - b) any of the acts mentioned in any of the provisions of the Agreements shall be done or omitted in whole or in part; or
 - c) any right under the Agreements shall be waived in whole or in part, or any other guarantee of or security for, or support agreement relating to any of the Guaranteed Obligations shall be released or exchanged in whole or in part or otherwise dealt with.

This Guarantee is a guarantee of payment, not collection. Guarantor hereby expressly waives diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that Wild Goose first exhausts any right, power or remedy or proceed against the Customer.

- 1.3 **Reinstatement** The obligations of Guarantor under this Section 1 shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of Customer in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by Wild Goose whether as a result of any proceedings in bankruptcy or reorganization or otherwise, all as though such amount has not been paid.



THE GUARANTEE (Cont'd)

- 1.4 **No Subrogation** Notwithstanding anything to the contrary in this Guarantee, the Guarantor hereby irrevocably waives all rights which may have arisen in connection with this Guarantee to be subrogated to any of the rights (whether contractual, under the Bankruptcy Code (Title 11 of the United States Code), under common law or otherwise) of Wild Goose against Customer for the payment of the Guaranteed Obligations.
- 1.5 **Subordination.** Any indebtedness of Customer now or hereafter held by Guarantor is hereby subordinated to the obligations of Customer to Wild Goose arising from the Agreement and any Transactions occurring thereunder. All indebtedness of Customer to Guarantor is assigned to Wild Goose as security for this Guaranty and the Guaranteed Obligations and, if Wild Goose requests, shall be collected and received by Guarantor as trustee for Wild Goose and paid over to Wild Goose on account of the Guaranteed Obligations but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty. Any notes or other instruments now or hereafter evidencing any indebtedness of Customer to Guarantor shall be marked with a legend that the same are subject to this Guaranty and, if Wild Goose so requests, shall be delivered to Wild Goose. Wild Goose is hereby authorized in the name of Guarantor from time to time to file financing statements and continuation statements and execute such other documents and take such other action as Wild Goose deems necessary or appropriate to perfect, preserve and enforce its rights hereunder.
- 1.6 **Remedies** Guarantor agrees that, as between the Guarantor and Wild Goose the Guaranteed Obligations may become due and payable as provided in the Agreements for purposes of Section 1.1 hereof, notwithstanding any stay, injunction or other prohibition preventing the Guaranteed Obligations from becoming due and payable.
- 1.7 **Continuing Guarantee** The guarantee in this Section 1 is a continuing guarantee, and shall apply to all Guaranteed Obligations whenever arising, whether before or after the date on which this Guarantee is given.
- 1.8 **Compromise and Settlement.** No compromise, settlement, release, renewal, extension, indulgence, change in, waiver or modification of any of the Guaranteed Obligations or the release or discharge of Customer from the performance of any of the Guaranteed Obligations shall release or discharge Guarantor from this Guaranty or the performance of the obligations hereunder..



THE GUARANTEE (Cont'd)

- 1.9 **Additional Waivers** Guarantor is responsible for being and keeping itself informed of Customer's financial condition. Guarantor waives: (i) any defenses from disability or other defense of Customer, (ii) any setoff, defense or counterclaim against Wild Goose, (iii) any demands for performance, notices of nonperformance or of new or additional indebtedness incurred by Customer to Wild Goose, (iv) the benefit of any act or omission by Wild Goose which directly or indirectly results in or aids the discharge of Customer from any of the Guaranteed Obligations by operation of law or otherwise, including the benefit of any statute of limitations affecting Guarantor's liability hereunder or the enforcement thereof (v) any right to enforce any remedy that Wild Goose has against Customer or any right to participate in any security held by Wild Goose, and (vi) the benefit of California Civil Code Section 2815 permitting the revocation of this Guaranty as to future transactions, and (iv) any suretyship defenses and other rights including subrogation, reimbursement, indemnification, and contribution that might otherwise be available to Guarantor under California Civil code Sections 1432, 2787 to 2855, inclusive, 2899 and 3433, or under California Code of Civil Procedure Sections 580a, 580b, 580d and 726, or any of such sections or under any other applicable law. Guarantor agrees that the payment or performance of any act which tolls any statute of limitations applicable to the Agreements shall similarly operate to toll the statute of limitations applicable to Guarantor hereunder.



THE GUARANTEE (Cont'd)

Section 2

REPRESENTATIONS AND WARRANTIES

2.1 Guarantor represents and warrants as follows:

- a) Guarantor is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation.
- b) The execution, delivery and performance by Guarantor of this Guarantee are within Guarantor's corporate powers, have been duly authorized by all necessary corporate action, and do not contravene (i) Guarantor's certificate of incorporation or by-laws or (ii) any law, rule, regulation, order or contractual restriction binding on or affecting Guarantor.
- c) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by Guarantor of this Guarantee, except such as have been duly obtained or made and are in full force and effect.
- d) This Guarantee is a legal, valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceeding in equity or at law).
- e) **[State relationship of Guarantor to Customer and also state that Guarantor expects to benefit from the services to Customer].**
- f) The representations and warranties made by Customer in the Agreements are true and correct.
- g) The provisions of Sections 2 and 3 of Rule 6 shall apply *mutatis mutandis* to Guarantor as if Guarantor were Customer.



THE GUARANTEE (Cont'd)

Section 3

COVENANTS

- 3.1 Guarantor covenants that until the payment and satisfaction in full of the Guaranteed Obligations it shall:
- a) maintain its corporate existence;
 - b) not commence or join with any other Person in commencing any proceeding against Customer under any bankruptcy, reorganization, liquidation or insolvency law, or vote its shares of capital stock of Customer to direct Customer to commence any proceeding with respect to Customer under any bankruptcy, reorganization, Liquidation or insolvency law; and
 - c) meet the requirements of Sections 2 and 3 of Rule 6 of the Wild Goose Tariff which apply mutatis mutandis to Guarantor as if it were Customer.

Section 4

MISCELLANEOUS

- 4.1 **Governing Law** This Guarantee shall be governed by, and construed in accordance with, the law of the State of California, without regard to principles thereof regarding conflict of laws.
- 4.2 **Notices** All notices, requests, consents and demands hereunder shall be in writing, shall be effective upon receipt and shall be mailed, hand delivered or faxed to Guarantor at its address or fax number specified beneath its signature hereto or at such other address or fax number as shall be designated by Guarantor in a notice to Wild Goose.
- 4.3 **Successors and Assigns** Guarantor may not assign its rights or obligations hereunder without the prior written consent of Wild Goose. This Guarantee shall be binding upon Guarantor and its permitted successors and assigns and shall inure to the benefit of Wild Goose and its successors and assigns.
- 4.4 **Severability.** If any provision of this Guaranty is held to be unenforceable under applicable law for any reason, it shall be adjusted, if possible, rather than voided in order to achieve the intent of Guarantor and Wild Goose to the extent possible. In any event, all other provisions of this Guaranty shall be deemed valid and enforceable to the full extent possible under applicable law.



THE GUARANTEE (Cont'd)

4.5 Submission to Jurisdiction; Waiver Guarantor hereby irrevocably and unconditionally:

- a) submits for itself and its property in any legal action or proceeding relating to this Guarantee or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the state and federal courts located in the State of California and appellate courts from any thereof and waives any objection based on an inconvenient forum;
- b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;
- c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail, postage prepaid, to Guarantor at its address set forth with its signature below or at such other address of which the Agent shall have been notified pursuant hereto; and

agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction.

4.6 **Guarantee Term** The term of this Guarantee shall commence on _____ and shall terminate on the date all Guaranteed Obligations have been met after the termination of the Storage Service Documents.

4.7 **Entire Agreement.** This Guaranty constitutes and contains the entire agreement of the parties and supersedes any and all prior and contemporaneous agreements, negotiations, correspondence, understandings and communications between Guarantor and Wild Goose, whether written or oral, respecting the subject matter hereof.

4.8 **No Waiver; Amendments.** No failure on the part of Wild Goose to exercise, no delay in exercising and no course of dealing with respect to, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law. This Guaranty may not be amended or modified except by written agreement between Guarantor and Wild Goose, and no consent or waiver hereunder shall be valid unless in writing and signed by an authorized representative of Wild Goose.



2780 West Liberty Road
Gridley, CA 95948

First Revised Cal. P.U.C. Sheet No. 98-G
cancelling Original Cal. P.U.C. Sheet No. 98-G

THE GUARANTEE (Cont'd)

IN WITNESS WHEREOF, Guarantor has caused this Guarantee to be duly executed and delivered as of the day and year first above written.

[NAME OF ACCEPTABLE SPONSOR]

By: _____

Name:

Title:

Address for Notices to Sponsor:

Attention:

Telephone No:

Fax No:

**ACCEPTED:
WILD GOOSE STORAGE, LLC**

By: _____

Name:

Title:

By: _____

Name:

Title:

Address for Notices to Sponsor:

Attention:

Telephone No:

Fax No:

Advice Letter No. 5-G

Decision No. 97-06-091, 98-06-083

Issued by
Jason A. Dubchak

Vice President & General Counsel

Date Filed: Jan. 16, 2015

Effective: Feb. 16, 2015

Resolution No.