
Terms and Conditions

(Continued From Sheet No. 50.1)

*** Requested Authorized Use.**

Requested Authorized Use shall be available only upon prior request by the Customer and upon authorization by the Company. Authorization shall be granted only on a daily basis in volumes not to exceed the Maximum Daily Contract Quantity. Requested Authorized Use gas shall be accounted for as the first gas delivered on any day for which it has been authorized. If the volume of such Requested Authorized Use is greater than the Customer's usage on any day, the difference shall be accounted for as Customer-owned gas in storage. Requested Authorized Use is not applicable to Rider 25 customers.

Authorization shall be granted only upon determination by the Company that availability of Requested Authorized Use gas will not adversely affect the Company's operations or its cost of gas supplies.

Authorized Use.

Authorized Use in a billing period shall be the sum of Daily Authorized Use.

Daily Authorized Use shall be usage on any day, other than a Critical Day or an OFO Shortage Day, in excess of the sum of: (a) Requested Authorized Use; (b) the volume of Customer-owned gas delivered to the Company less unaccounted-for gas; (c) Customer storage withdrawals; and (d) the contracted for quantity of Firm Backup Service.

Daily Authorized Use shall also be usage on any Critical Day or an OFO Shortage Day of any Company-owned gas within the limitations of the Storage Banking Service. Authorized Use on any Critical Day or an OFO Shortage Day outside the limitations of the Storage Banking Service is not available.

Unauthorized Use.

Unauthorized Use in a billing period shall be the sum of Daily Unauthorized Use.

Daily Unauthorized Use shall be usage on any Critical Day in excess of the sum of: (a) Requested Authorized Use; (b) the volume of Customer-owned gas delivered to the Company less unaccounted for gas; (c) storage withdrawals as limited by SBS; (d) the contracted for quantity of Firm Backup Service; and (e) Authorized Use within the limitations of the SBS.

Payment of the additional charge for Unauthorized Use shall not, under any circumstances, give the Customer the right to Unauthorized Use, nor shall such payment exclude or limit the Company's right to discontinue service to the Customer for Unauthorized Use.

- * Unauthorized Use which causes interference with the Company's operations or service to any other Customer of the Company shall make the Customer subject to termination of gas service hereunder upon one (1) hour notice from the Company.

(Continued On Sheet No. 52)