

#### 4. QUALITY

- 4.1 Heat Content. The Natural Gas delivered at the Point(s) of Receipt and the Point(s) of Delivery shall contain a Heating Value of not less than 950 Btu per cubic foot. The Heating Value shall be determined by Transporter by the installation of a recording calorimeter, a continuous sample accumulator, an onstream chromatograph, or by means of spot samples, provided, however, that in lieu of a recording calorimeter, Transporter may determine the Heat Content on the basis of samples taken at periodic intervals. If periodic determinations of Heating Value are made, the initial determination is to be made within sixty (60) Days after the date of initial deliveries of Natural Gas under an executed Service Agreement and subsequent determinations shall be made each three (3) Months thereafter. The recording calorimeter mentioned herein shall be tested periodically using a reference sample of Natural Gas of known Heating Value.
- 4.2 Freedom from Objectionable Matter. The Natural Gas received and delivered under an executed Service Agreement:
- (a) Shall be commercially free from dust, gums, gum-forming constituents, dirt, impurities or other solid or liquid matter which might interfere with its merchantability or cause injury to or interference with proper operations of the lines, regulators, meters and other equipment of Transporter;
  - (b) Shall not contain more than one-quarter (1/4) of one (1) grain of hydrogen sulphide per one hundred (100) cubic feet of Natural Gas;
  - (c) Shall not contain more than twenty (20) grains of total sulphur per one hundred (100) cubic feet;
  - (d) Shall not at any time have an oxygen content in excess of two-tenths of one percent (.2%) by volume and Transporter and Shipper shall make every reasonable effort to keep the Natural Gas free of oxygen;
  - (e) Shall not have a water vapor content of more than seven (7) pounds per million cubic feet of Natural Gas, if such Gas is delivered directly to Transporter without flowing through Transporter's existing dehydration facilities. If the Gas flows into Transporter's existing dehydration facilities, and the facilities cannot accommodate all water content being delivered to such facilities, then a pro rata restriction of volumes shall be performed on receipt Gas such that said dehydration facilities can accommodate dehydration functions. Under no circumstances at any Point of Receipt shall a Shipper deliver free flowing water to Transporter;

- (f) Shall not contain more than four percent (4%) by volume of total inerts, of which no more than two percent (2%) by volume may be carbon dioxide and no more than two percent (2%) by volume may be nitrogen:
- (g) Shall be delivered at a temperature not in excess of one hundred twenty degrees Fahrenheit (120°F); and
- (h) Shall be in compliance with all applicable local, state and federal laws and regulations, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, the Resources Conservation Recovery Act, and the Toxic Substances Control Act, as such may be amended from time to time.

4.3 Failure to Meet Receipt Specifications. Should any Gas tendered for delivery to Transporter at the Point(s) of Receipt fail at any time to conform to any of the specifications of this Section 4, and the integrity of Transporter's system is threatened, Transporter shall have the right to suspend service immediately. In cases where the integrity of the system is not threatened and Transporter notifies Shipper of any such failure, Shipper shall have ten (10) Days from such notification to come into compliance with the specifications of this Section 4. If Shipper has not come into compliance within such ten (10) Day period, Transporter may at its option suspend all or a portion of the receipt of any such Gas, and it shall be relieved of its obligations under such Service Agreement to the extent of rightful suspension for the duration of such time as the Gas does not meet such specifications; provided, however, if Transporter elects to accept receipt of any off-specification Gas, it shall do so in a ratable manner as between Shipper and others who may be entitled to transportation of Natural Gas by Transporter. Upon receipt of notice by Transporter of such a failure, Shipper shall make a diligent effort to correct such failure by treatment or dehydration consistent with prudent operation so as to deliver Natural Gas conforming to the above specifications. Transporter may, on a non-discriminatory basis, waive the requirements of Sections 4.1 through 4.2, except for 4.2(h), and allow the receipt of Gas into its system, which may at any time fail to conform to any of the specifications set forth herein above, under circumstances where Transporter reasonably determines that such waiver will not jeopardize the integrity or safety of Transporter's system.

4.4 Failure to Meet Delivery Specifications. Should the gas tendered for delivery by Transporter at the Point(s) of Delivery fail at any time to conform to any of the specifications of this Section 4, Shipper shall notify Transporter of any such failure and Transporter shall make a diligent effort to correct such failure by treatment or dehydration consistent with prudent operations and by means which are economically feasible in Transporter's opinion so as to deliver Natural Gas conforming to the above specifications. Shipper may at its option suspend acceptance of delivery of all or a portion of the gas transported under such Service

Agreement and it shall be relieved of its obligations hereunder to the extent of rightful suspension, for the duration of such time as the gas does not meet such specifications.