

Firm Storage Service Agreement  
Rate Schedule FSS

J. Aron & Company  
(#127260)

Agreement Effective Date: April 1, 2016

Date: January 29, 2016

Contract No.: 127260

**FSS SERVICE AGREEMENT**

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and J. ARON & COMPANY (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff constitute the Transportation Service to be provided and the rights and obligations of Shipper and Transporter.

**1. AUTHORITY FOR TRANSPORTATION SERVICE:**

Pursuant to Part 284 of the Federal Energy Regulatory Commission's (FERC or Commission) Regulations.

**2. RATE SCHEDULE: Firm Storage Service**

**3. CONTRACT QUANTITIES:**

Contract Quantities- see Exhibit attached hereto.

Such Contract Quantities shall be reduced for scheduling purposes, but not for billing purposes, by the Contract Quantities that Shipper has released through Transporter's capacity release program for the period of any release.

**4. TERM OF AGREEMENT:**

April 01, 2016 to

April 30, 2017

**Right of First Refusal:**

Not Applicable to this Agreement.

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5. **RATES:**

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as provided herein.

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest changes in rates in whole or in part.

The rate for storage service shall be a Deliverability rate of \$0.1850 per dth per month for MDWQ, and a Capacity rate of \$0.1789 per dth per month of MSQ divided by twelve, and the applicable Commodity rate for injection or withdrawal charges, not to exceed Transporter's Maximum Tariff Rates. In addition, Shipper will be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

6. **INCORPORATION BY REFERENCE:**

The provisions of Transporter's applicable Rate Schedule and the General Terms and Conditions of Transporter's Tariff are specifically incorporated herein by reference and made a part hereof.

7. **NOTICES:**

All notices can be given by telephone or other electronic means, however, such notice shall be confirmed in writing at the addresses below or through Transporter's Internet website. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this agreement:

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**TRANSPORTER:**

ANR Pipeline Company  
700 Louisiana Street, Suite 700  
Houston, Texas 77002-2700  
Attention: Commercial Services

**SHIPPER:**

J. ARON & COMPANY  
200 WEST STREET  
NEW YORK, NY 10282  
Attention: MATT SPELTZ

Telephone: 212-902-7349  
FAX:  
E-mail: [ficc-jaron-natgasops@gs.com](mailto:ficc-jaron-natgasops@gs.com)

**INVOICES AND STATEMENTS:**

J. ARON & COMPANY  
200 WEST STREET  
NEW YORK, NY 10282  
Attention: MATT SPELTZ

Telephone: 212-902-7349  
FAX:  
E-mail: [ficc-jaron-natgasops@gs.com](mailto:ficc-jaron-natgasops@gs.com)

**8. FURTHER AGREEMENT:**

The MDWQ on this agreement will be zero (0) for the period April 1, 2016 through March 31, 2017, and will be 44,508 for the period April 1, 2017 through April 30, 2017. During the period of April 1, 2016 through March 31, 2017, no infield withdrawal transfers will be allowed, and for this same period Shipper will not nominate a withdrawal from this agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized to be effective as of the date stated above.

SHIPPER: J. ARON & COMPANY

By: *[Signature]*  
Title: VP  
Date: 1/29/16

TRANSPORTER: ANR PIPELINE COMPANY

By: *[Signature]*  
Title: Director, Commercial Services  
Date: 2-9-16

*PA*  
*2/1/16*

*TW*  
*2/6/16*

*1/29/16*  
*[Signature]*  
Date

*SDJ*  
*1/29/16*

*[Signature]*  
*1/29/16*

**CONTRACT QUANTITY EXHIBIT**  
To Agreement Between  
ANR PIPELINE COMPANY (Transporter)  
AND J. ARON & COMPANY (Shipper)

Contract No: 127260  
Rate Schedule: FSS  
Contract Date: January 29, 2016  
Amendment Date:

Effective Start: April 01, 2017  
Effective End: April 30, 2017

Annual Service  
Unratcheted Service

	MDQ
	(Dth)
Maximum Storage Quantity (MSQ)	1335236
Base Maximum Daily Withdrawal Quantity (BMDWQ)	44508
Base Maximum Daily Injection Quantity (BMDIQ)	6676
Cyclability	2118912

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

**CONTRACT QUANTITY EXHIBIT**  
To Agreement Between  
**ANR PIPELINE COMPANY (Transporter)**  
**AND J. ARON & COMPANY (Shipper)**

Contract No: 127260  
Rate Schedule: FSS  
Contract Date: January 29, 2016  
Amendment Date:

Effective Start: April 01, 2016  
Effective End: March 31, 2017

Annual Service  
Unratcheted Service

	MDQ
	(Dth)
Maximum Storage Quantity (MSQ)	1335236
Base Maximum Daily Withdrawal Quantity (BMDWQ)	0
Base Maximum Daily Injection Quantity (BMDIQ)	6676
Cyclability	1896035

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.