

NORTH-SOUTH PROJECT

**PRECEDENT AGREEMENT
BETWEEN
CENTRAL NEW YORK OIL AND GAS COMPANY, LLC
AND**

This Precedent Agreement, dated this ____ day of February 2010, evidences the agreement of **Central New York Oil And Gas Company, LLC** (“Service Provider”) and _____ (“Shipper”) that, upon fulfillment or written waiver of the conditions precedent set forth herein, Service Provider and Shipper will enter into a Firm Wheeling Service Agreement under Rate Schedule FWS as further described below, under which Service Provider will provide Firm Wheeling Service for Shipper.

RECITALS

WHEREAS, Service Provider owns and operates the Stagecoach Storage Facility (the “Facility”) located in Tioga County, New York, and Bradford County, Pennsylvania; and

WHEREAS, the Facility’s South Lateral connects to Tennessee Gas Pipeline Company (“TGP”) and the Facility’s North Lateral connects to the Millennium Pipeline (“Millennium”); and

WHEREAS, Service Provider plans to construct certain additional compression and appurtenant facilities (the “Firm Wheeling Facilities”) which, when placed in service, will allow Service Provider to provide Firm Wheeling Service for Shipper’s natural gas; and

WHEREAS, Service Provider anticipates that the Firm Wheeling Facilities will be operational and placed into service and provision of Firm Wheeling Service on those facilities will commence on or about October 1, 2011; and

WHEREAS, the specific design of the Firm Wheeling Facilities and the amount of additional capacity on the North and South Laterals available to provide Firm Wheeling Service will be based on shipper commitments and regulatory requirements; and

WHEREAS, in order for Service Provider to determine the feasibility and the engineering design of the Firm Wheeling Facilities, Service Provider is seeking commitments from prospective shippers through precedent agreements, in form and substance materially the same as this Agreement, except as to shipper-specific terms of service in Exhibit A thereto; and

WHEREAS, the commitments provided by Shipper under this Precedent Agreement and potentially by other shippers under other precedent agreements will be used as support for the construction and operation of the Firm Wheeling Facilities; and

WHEREAS, Service Provider is willing to continue its efforts to develop the Firm Wheeling Facilities and to proceed with obtaining all of the necessary governmental

authorizations to construct the Firm Wheeling Facilities and to provide the Firm Wheeling Service if Service Provider receives sufficient commitments from prospective shippers; and

WHEREAS, this Precedent Agreement has been executed as evidence of the agreement between Service Provider and Shipper that, upon satisfaction of the conditions precedent set forth below, the Parties will enter into one or more Firm Wheeling Service Agreements providing for firm interstate natural gas wheeling service to be provided by Service Provider for Shipper.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound, Service Provider and Shipper agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings assigned below:

“Agreement” means this Precedent Agreement and all accompanying Exhibits, as the same may be amended, modified or supplemented from time to time.

“Bankrupt” means, with respect to any entity, that entity (A) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (B) makes an assignment or any general arrangement for the benefit of creditors, (C) otherwise becomes bankrupt or insolvent (however evidenced), (D) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (E) is generally unable to pay its debts as they fall due.

“Business Day” means any day other than a Saturday, Sunday or day on which the banks in New York City, New York, are permitted or required to be closed.

“Certificate” means the certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act, 15 U.S.C. §717f(c), that Service Provider receives from the FERC authorizing Service Provider to construct, own and operate the Firm Wheeling Facilities and to provide Firm Wheeling Service, including the related request to charge Negotiated Rates for the Firm Wheeling Service subject to a cost-based Recourse Rate option.

“Certificate Application” means the application for certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act, 15 U.S.C. §717f(c), that Service Provider files with the FERC for authorization to construct, own and operate the Firm Wheeling Facilities and to provide Firm Wheeling Service, including the related request to charge Negotiated Rates for the Firm Wheeling Service subject to a cost-based Recourse Rate option.

“Credit Rating” means the rating then assigned to Shipper’s unsecured, senior long-term debt obligations (not supported by third-party credit enhancements) by S&P, Moody’s or any other rating agency agreed by the Parties.

“Creditworthiness Requirements” has the meaning given in Section 10.

“Default” has the meaning given in Section 9(a).

“Downgrade Event” has the meaning given in Section 10(b).

“Facility” means the Stagecoach Storage Facility located in Tioga County, New York, and Bradford County, Pennsylvania.

“FERC” means the Federal Energy Regulatory Commission, or any successor agency.

“Firm Wheeling Facilities” means the certificated compression and appurtenant facilities which, when placed in service, will allow Service Provider to provide Firm Wheeling Service through the Facility’s North and South Laterals.

“Firm Wheeling Service” means the certificated wheeling service provided by Service Provider on a firm basis pursuant to Service Provider’s FWS Rate Schedule set forth in Service Provider’s Tariff.

“Fuel and Lost and Unaccounted for Gas” has the meaning given in Section 5(d)(2).

“FWS Agreement” or “FWSA” means a Service Agreement for Firm Wheeling Service under Service Provider’s FWS Rate Schedule set forth in Service Provider’s Tariff. A *pro forma* copy of the FWSA for which Service Provider plans to seek regulatory approval from the FERC is attached hereto as Exhibit B.

“In-Service Date” means the first day of the month following completion of construction and Service Provider’s notice to customers that the Firm Wheeling Facilities are ready and able to provide Firm Wheeling Service in accordance with shippers’ FWS Agreements.

“Investment Grade Credit Rating” means a Credit Rating of at least BBB- by S&P or Baa3 by Moody’s, or any equivalent Credit Rating by any other rating agency agreed by the Parties; *provided, however*, that in the event that an entity has a Credit Rating from more than one such agency, such entity shall be deemed to have an Investment Grade Credit Rating only if all such Credit Ratings are Investment Grade Credit Ratings.

“Letter of Credit” means an irrevocable, transferable standby letter of credit issued by a Qualified Institution. All costs of any Letter of Credit shall be borne by Shipper.

“Market-Based Rate” has the meaning given such term in the FERC’s Policy Statement, *Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines*, 74 FERC ¶ 61,076 at 61,227 (1996).

“Millennium” means Millennium Pipeline and its successors and assigns.

“Moody’s” means Moody’s Investor Services, Inc., or its successor.

“Negotiated Rate” has the meaning given such term in the FERC’s Policy Statement, *Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines*, 74 FERC ¶ 61,076 at 61,241 (1996).

“Qualified Institution” means a commercial bank or trust company organized under the laws of the United States or a political subdivision thereof, with a Credit Rating of at least (i) “A -” by S&P and “A3” by Moody’s, if such entity is rated by both S&P and Moody’s, or (ii) “A -” by S&P or “A3” by Moody’s, if such entity is rated by either S&P or Moody’s but not both, and having a capital surplus of at least \$1,000,000,000.

“Recourse Rate” has the meaning given such term in the FERC’s Policy Statement, *Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines*, 74 FERC ¶ 61,076 at 61,241 (1996).

“Request for Service” means a document in substantially the form of Exhibit A hereto.

“S&P” means the Standard & Poor’s Rating Group (a division of McGraw-Hill, Inc.) or its successor.

“Security” has the meaning given in Section 10(b) hereof.

“Security Amount” has the meaning given in Section 10(c) hereof.

“Security Period” means the period commencing with the execution of this Agreement and ending on the first to occur of (i) the early termination of this Agreement pursuant to Section 8 hereof, or (ii) ninety (90) days after payment by Shipper of all amounts owing hereunder following the termination of this Agreement as a result of any Default by Shipper, or (iii) ninety (90) days after payment by Shipper of all amounts owing under this Agreement and Shipper’s FWS Agreement following the expiration or early termination of Shipper’s FWS Agreement.

“Shipper’s FWS Agreement” means the FWSA that Shipper and Service Provider will execute upon fulfillment or written waiver of the conditions precedent in Section 7 of this Agreement, providing for Service Provider to provide Firm Wheeling Service for the quantity of Shipper’s natural gas, between the delivery/receipt point(s), for the term, and for the rates and charges, set forth in Exhibit A hereto, which quantities, delivery/receipt points, term and rates and charges shall be set forth in Appendix A to such FWSA.

“Tariff” means the FERC-approved Gas Tariff of Service Provider, Original Volume No. 1, including Rate Schedules, General Terms and Conditions, and Service Agreements.

“Tennessee” or “TGP” means Tennessee Gas Pipeline Company and its successors and assigns.

Service Provider and Shipper are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

Unless expressly stated otherwise, any reference in this Agreement to a “Section” by number shall be deemed to be a reference to the respective numbered section of this Agreement.

2. Request for Service and FWS Agreement. Shipper has completed and submitted to Service Provider a Request for Firm Wheeling Service attached hereto as Exhibit A. Sections 5, 6 and 10 of this Precedent Agreement and the quantity, term, delivery and receipt

points, rates, and charges set forth in Exhibit A hereto shall be incorporated in Shipper's FWS Agreement.

3. Effective Date and Term.

(a) This Agreement shall become effective as of the date first stated above and shall remain in effect until the earlier of: Shipper's or Service Provider's exercise of its termination rights pursuant to this Agreement, as provided in Sections 8 and 9, or the In-Service Date of the Firm Wheeling Facilities.

(b) Not less than thirty (30) days prior to the In-Service Date of the Firm Wheeling Facilities, Service Provider shall notify Shipper of the scheduled In-Service Date.

(1) Thereafter, Service Provider shall provide Shipper written notice of any change in the scheduled In-Service Date of the Firm Wheeling Facilities.

(2) If, after Service Provider has provided the notice described in Section 3(b), Service Provider concludes that it will not be able to commence service by the scheduled In-Service Date, Service Provider shall provide Shipper with written notice within two (2) Business Days of such determination, which notice shall specify the revised scheduled In-Service Date of the Firm Wheeling Facilities, which date shall be the first day of a month.

(3) Service Provider shall provide Shipper with at least seven (7) days written notice of the actual In-Service Date.

(c) Within five (5) Business Days after Service Provider has accepted the Certificate, Service Provider shall provide Shipper with a FWS Agreement consistent with the terms of this Precedent Agreement and the form of Service Agreement set forth in Exhibit B hereto as approved by FERC. Within five (5) Business Days after Shipper's receipt of same, the Parties shall execute and deliver Shipper's FWS Agreement; provided, such FWS Agreement shall not become effective until fulfillment of the last of the conditions precedent set forth in Section 7; provided, Service Provider may waive condition precedent (a) (other than the acceptance by Service Provider of the Certificate) and (b), if the In-Service Date is nonetheless achieved. Service Provider shall provide Shipper written notice of fulfillment or waiver of such conditions precedent.

4. Obligation of Service Provider to Seek Regulatory Approval. The construction and operation of the Firm Wheeling Facilities are subject to the jurisdiction of the FERC, and potentially subject to other federal, state and local permits and approvals. Service Provider agrees to work in good faith using commercially reasonable efforts to file, not later than April 30, 2010, for, and thereafter diligently pursue, FERC authorization of the construction and operation of the Firm Wheeling Facilities, and to timely file for and diligently pursue any other required federal, state or local permits and approvals. Service Provider shall provide Shipper with drafts of the FERC Certificate Application, any Negotiated Rate filing made respecting Shipper's FWS Agreement, and any filing with respect to which Service Provider intends to ask Shipper to file in support no later than ten (10) Business Days prior to the filing date; provided, Shipper shall not have access to information and materials filed with FERC on a privileged and

confidential basis. Shipper shall provide Service Provider with any comments no later than seven (7) Business Days after receipt of such drafts. If Shipper does not, in such comments, request that Service Provider modify a provision of any such draft, then Shipper may not, pursuant to Section 8(a)(2) hereof claim that such provision, if approved by the relevant governmental entity, materially and adversely affects the rates and/or terms and conditions of service under Shipper's FWS Agreement and this Agreement; provided, further, nothing herein shall limit Shipper's rights under Section 8 hereof, if (a) Service Provider does not implement Shipper's requested changes to the drafts or (b) Service Provider includes provisions in any such filing which are not provided to Shipper for comment in accordance with the terms of this Section 4. Notwithstanding anything to the contrary herein, neither the Certificate Application nor Shipper in any comments on the drafts of the Certificate Application or in any FERC proceeding on the Certificate Application shall seek any change which is materially inconsistent with or which would materially and adversely affect this Precedent Agreement and the rates and/or terms and conditions of service under Shipper's FWS Agreement and the purpose, economic value or structure of the FWSA contemplated hereunder.

5. Rates.

(a) Except as provided in subsection (b), if FERC grants Service Provider regulatory approval to charge negotiated rates, Shipper elects and agrees, for the term of the FWSA, to pay the following rate for the Firm Wheeling Service provided by Service Provider under Shipper's FWS Agreement:

[Check One]

A cost-of-service based Recourse Rate approved by FERC and set forth in Service Provider's Tariff, as such rate may change over time. Indicative (non-binding) recourse rates are set forth on Exhibit C hereto; Service Provider's actual recourse rate may be higher or lower.

Initial: _____

A Negotiated Rate set forth in Exhibit A hereto.

Initial: _____

(b) If Service Provider receives regulatory approval from the FERC to charge Market-Based Rates for the Firm Wheeling Service, Shipper agrees to pay an amount equal to the Recourse Rate or the Negotiated Rate elected under subsection (a) as, and such amount shall be deemed to be, a Market-Based Rate for the Firm Wheeling Service provided by Service Provider under Shipper's FWS Agreement.

(c) The rate specified in subsection (a) or (b) (as applicable) does not cover compression for any receipt of natural gas into the Firm Wheeling Facilities. Shipper will deliver gas at sufficient pressure to allow the receipt of gas to enter the Firm Wheeling Facilities.

(d) In addition to the rates specified under subsection (a) or (b) (as applicable)

(1) Service Provider is authorized to charge and Shipper agrees to pay (A) the Annual Charge Adjustment (“ACA”) approved by FERC, and (B) any other additional authorized charges or surcharges applicable under the Tariff which Service Provider has implemented as a result of a requirement to implement a surcharge of general applicability imposed by FERC or another duly authorized governmental body, in which event Service Provider shall discount such surcharge to Shipper to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Service Provider would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge; and

(2) Shipper agrees to pay and/or provide Fuel and Lost and Unaccounted for Gas (a) in the amounts specified in Exhibit C hereto (\$ 0.035/dth (Fuel) plus 0.1% (Lost and Unaccounted for Gas)) for the first sixty (60) months of the FWS Service Agreement (the “Initial Fuel/GLU Rate”); and (b) thereafter, the Initial Fuel/GLU Rate, except during periods in which Service Provider has received FERC approval to implement either (i) a fully reconciling tracker (*i.e.*, reconciling for either over- and under-collections) for the determination of its Fuel and Lost and Unaccounted for Gas charges, or (ii) fixed rates for Fuel and Lost and Unaccounted for Gas which are based on Service Provider’s actual requirements; provided, that neither Party shall have any right to recover any over- or under-collections that may result under the Initial Fuel/GLU Rate during any period in which the Initial Fuel/GLU Rate is in effect.

(e) In consideration of Shipper’s reservation of capacity by way of this Agreement supporting the Firm Wheeling Facilities, Service Provider agrees that if, prior to and up to five (5) years after the In-Service Date of the Firm Wheeling Facilities, Service Provider enters into an FWS Agreement (excluding interim FWS service authorized under Service Provider’s Tariff) with any other FWS shipper –

(1) for an MDFWQ of Firm Wheeling Service equal to or less than Shipper’s MDFWQ, or

(2) for a term equal to or less than the term of Shipper’s FWS Agreement,

at a Reservation rate less than Shipper’s Reservation rate, or with terms and conditions materially more favorable to such other FWS shipper than those otherwise set forth in Shipper’s FWS Agreement, Service Provider shall notify Shipper in writing within five (5) Business Days. Unless Shipper notifies Service Provider in writing within five (5) Business Days that Shipper does not want to revise its rates or terms and conditions of service, then Service Provider will revise Shipper’s FWS Agreement to reduce Shipper’s Reservation rate to equal such lower Reservation rate, if any, and/or to provide the more favorable terms and conditions of service, if any, effective as of the date of such FWS Agreement with another FWS shipper.

6. Volume, Receipt and Delivery Points, and Rates. The Maximum Daily Firm Wheeling Quantity (“MDFWQ”), the primary term, and Primary Receipt and Delivery Points and Rates under Shipper’s FWS Agreement, as requested by Shipper and agreed to by Service Provider, are set forth on Exhibit A to this Agreement. Secondary Receipt and Delivery Points will be made available pursuant to the Tariff.

7. Conditions Precedent to the Effective Date of the FWS Agreement. The effective date of Service Provider's and Shipper's obligations under Shipper's FWS Agreement, which shall be consistent with the terms of this Agreement and the form of Service Agreement set forth in Exhibit B hereto as approved by FERC, shall not occur until satisfaction (or waiver) of each of the following conditions precedent:

(a) Not later than October 1, 2011, all required governmental approvals and authorization shall have been obtained on terms acceptable to Service Provider and accepted by Service Provider, including the Certificate, for Service provider to charge a Negotiated Rate (subject to a cost-of-service Recourse Rate);

(b) Not later than December 15, 2011, all rights-of-way and other surface rights, if any, required to site and maintain the Firm Wheeling Facilities shall have been obtained on terms and conditions acceptable to Service Provider;

(c) Not later than thirty (30) days prior to the anticipated In-Service Date of the Firm Wheeling Facilities, Service Provider shall have provided to Shipper notice of the scheduled In-Service Date of the Firm Wheeling Facilities;

(d) Shipper shall have complied with all its material obligations under this Agreement; provided, Service Provider shall notify Shipper, in writing, of any claimed breach of this provision, and Shipper shall then have ten (10) Business Days to contest any such claim or remedy any such breach; provided, further, the Parties shall then have five (5) Business Days to resolve any contested claim.

8. Termination.

(a) Shipper shall have the right to terminate this Agreement with no liability to Service Provider by giving Service Provider at least five (5) Business Days advance written notice (which notice must be given, if at all, within five (5) Business Days after Service Provider has notified Shipper, in writing, of the occurrence or non-occurrence of the relied upon event) if:

(1) Service Provider has failed to file the Certificate Application by June 30, 2010;

(2) On or before October 1, 2011, (A) Service Provider has not received and unconditionally accepted the Certificate, and authorization from the FERC for Service Provider to charge a Negotiated Rate (subject to a cost-of-service Recourse Rate), or (B) the terms of such Certificate and authorization from FERC materially and adversely affect the terms, conditions and rates for service under Shipper's FWS Agreement and this Agreement. It is expressly understood that a Certificate and any related authorizations shall be deemed satisfactory if the terms of such Certificate do not differ materially and adversely from the rates and/or terms and conditions for service requested by Service Provider in the Certificate Application, and the Certificate does not materially and adversely affect the rates and/or terms and conditions for service under Shipper's FWS Agreement and this Agreement; provided, if (a) Service Provider did not implement Shipper's requested changes to the drafts provided pursuant to Section 4 hereof, or (b)

Service Provider included provisions in the Certificate Application which were not provided to Shipper for comment in accordance with the terms of Section 4, then nothing herein shall limit Shipper's right to terminate this Agreement by the dates specified in this section 8(a) if any such provisions materially and adversely affect the rates and/or terms and conditions for service under Shipper's FWS Agreement and this Agreement;

(3) Service Provider has not commenced construction of the Firm Wheeling Facilities on or before December 15, 2011;

(4) Service Provider has not placed the Firm Wheeling Facilities in-service on or before April 1, 2012; provided, Shipper may, by written notice to Service Provider and in the exercise of its sole discretion, extend this date to September 1, 2012; or

(5) Service Provider has failed to comply with all of its material obligations under this Agreement; provided, Shipper shall notify Service Provider, in writing, of any claimed breach of this provision, and Service Provider shall then have ten (10) Business Days to contest any such claim or remedy any such breach; provided, further the Parties shall then have five (5) Business Days to resolve any contested claim.

(b) Service Provider shall have the right to terminate this Agreement with no liability to Shipper by giving Shipper five (5) Business Days advance written notice (which notice must be given, if at all, within five (5) Business Days after the occurrence or non-occurrence of the relied upon event, provided that notice under this Section 8(b) may be given at any time while Shipper is in default of its obligations under Section 10), if:

(1) On or before October 1, 2011, Service Provider has not received and unconditionally accepted the Certificate, and authorization from the FERC, on terms acceptable to Service Provider, for Service provider to charge a Negotiated Rate (subject to a cost-of-service Recourse Rate);

(2) FERC attaches conditions to any Certificate authorization for the Firm Wheeling Facilities and/or the Firm Wheeling Service which, in Service Provider's reasonable judgment, are unacceptable;

(3) Shipper has failed to comply with any of its material obligations under this Agreement and Shipper has failed to cure any such failure within ten (10) Business Days after written notice from Service Provider;

(4) On or before December 1, 2011, Service Provider has not received and accepted all other governmental authorizations required to complete construction of the Firm Wheeling Facilities; or

(5) On or before March 15, 2010, Service Provider has been unable to obtain financing commitments for the Firm Wheeling Facilities on terms and conditions, including interest rate and duration, satisfactory in form and substance to Service Provider.

A Certificate shall be deemed acceptable to Service Provider if the terms of such Certificate do not differ materially and adversely from the rates and/or terms and conditions of service requested by Service Provider in the Certificate Application, and the Certificate does not materially and adversely affect rates and/or terms and conditions for service under Shipper's FWS Agreement and this Agreement.

(c) If Service Provider terminates this Agreement for any reason other than that set forth in Section 8(b)(3), concurrent with such termination Service Provider shall return, within five (5) Business Days, to Shipper any credit support provided by Shipper under Section 10(b).

(d) Any termination right described in this Section 8 that is not exercised by the date specified for such exercise shall be deemed waived. Any termination right that arises after Shipper's FWS Agreement has been executed, but prior to the effective date of such FWS Agreement, shall include the right to terminate Shipper's FWS Agreement as well.

(e) If Service Provider does not provide Shipper with written notice of the occurrence or non-occurrence of any event described in Sections 7 or 8 within at least five (5) Business Days of the deadline specified for such event to occur, Shipper's time to terminate under Section 8 shall be extended until five (5) Business Days after Shipper's receipt of notice from Service Provider of the occurrence or non-occurrence of the specified event.

(f) Any termination of this Agreement in accordance with the termination provisions of this Section 8, other than (a)(5) and (b)(3), and except as provided in Section 9 with respect to a Default by Shipper or Service Provider, shall be without liability, damages, costs or expenses of either Party to the other Party, and the Parties thereafter shall have no further rights or obligations whatsoever under this Agreement and/or Shipper's FWS Agreement, as applicable.

9. Default.

(a) The occurrence of any of the following events shall constitute a "Default" hereunder (with any Default by any Guarantor constituting a Default by Shipper hereunder):

(1) Shipper fails to make any payment or provide any Security at the time required under this Agreement, and such failure is not remedied within five (5) Business Days after written notice thereof from Service Provider; or

(2) Service Provider or Shipper fails to perform any other material obligation under this Agreement or violates any other term or condition of this Agreement and such failure or violation is not remedied within ten (10) Business Days after written notice thereof from the other Party; or

(3) Service Provider, Shipper or any Guarantor of Shipper's obligations becomes Bankrupt and, in the case of Shipper or any Guarantor of Shipper's obligations, Shipper does not provide credit support, in the amounts specified in Section 10 hereof within five (5) Business Days; or

(4) Any representation or warranty made by Service Provider or Shipper under this Agreement or Shipper's FWS Agreement, or by any Guarantor under any guaranty delivered pursuant to Section 10(b), is inaccurate or untrue in any material respect when made or when deemed repeated and the non-performing Party does not effect a cure within five (5) Business Days of written notice from the other Party.

(b) In the event of a Default hereunder, the non-defaulting Party shall have, in addition to all other rights and remedies under this Agreement, Shipper's FWS Agreement and applicable law, the right to immediately suspend performance under this Agreement and, if executed, Shipper's FWS Agreement and, in addition, shall have the right to terminate this Agreement and, if executed, Shipper's FWS Agreement, upon five (5) days written notice to the defaulting Party. Termination of Shipper's FWS Agreement after service has commenced shall be subject to applicable FERC rules and orders.

(c) In the event of a Default by a Party under Section 9(a), the non-defaulting Party may, in its sole discretion, exercise any one or more of the rights and remedies provided in this Agreement or otherwise available under applicable law, including but not limited to:

(1) all rights and remedies available to a secured party pursuant to Section 9-314 of the Uniform Commercial Code (U.C.C.) in New York, and other applicable laws with respect to Security held by or for the benefit of the non-defaulting Party;

(2) the right to set off any Security held by or for the benefit of the non-defaulting Party against and in satisfaction of any amount payable by the defaulting Party in respect of any its obligations under this Agreement and/or;

(3) the right to demand payment under any outstanding guaranty or draw on any outstanding Letter of Credit issued for the benefit of the non-defaulting Party.

The non-defaulting Party shall be under no obligation to prioritize the order with respect to which it exercises any one or more rights and remedies available hereunder. No failure on the Part of non-defaulting Party to exercise, and no delay in exercising, any right or remedy shall operate as a waiver thereof. A waiver by the non-defaulting Party of any right or remedy on any occasion shall not be construed as a bar to any right or remedy which the non-defaulting Party would otherwise have on any other occasion. Each and every right and remedy granted to the non-defaulting Party hereunder or allowed it by law or other agreement shall be cumulative and not exclusive of any other remedy. Recourse with respect to a defaulting Party's obligations is not limited to Security provided hereunder or to any other collateral or proceeds thereof, and the defaulting Party shall in all events remain liable to the non-defaulting Party for any amount payable in respect of any of its obligations that remain unpaid after the application of any such Security. The satisfaction by Shipper of the Creditworthiness Requirements described herein shall in no way affect Service Provider's right to seek damages or other remedies under this Agreement.

10. Creditworthiness Requirements. In addition to meeting the credit standards of Service Provider's Tariff, Shipper must satisfy the requirements specified in this Section 10 (the "Creditworthiness Requirements") until the end of the Security Period.

(a) Shipper shall be deemed to satisfy the Creditworthiness Requirements if –

(1) Shipper –

(A) maintains an Investment Grade Credit Rating or

(B) is unrated or does not have an Investment Grade Credit Rating but is nevertheless determined by Service Provider to be creditworthy in its sole discretion; and

(2) the sum of reservation fees, commodity fees and any other associated fees and charges under Shipper's FWS Agreement for thirty-six (36) months is less than fifteen percent (15%) of Shipper's tangible net worth, as calculated by Service Provider.

(b) If Shipper does not satisfy the requirements of Section 10(a) at the time of executing this Agreement, or if at any time during the Security Period for any reason Shipper ceases to satisfy the requirements of Section 10(a), or if any guarantor ceases to satisfy the requirements of Section 10(b)(1) or if Shipper's Credit Rating is downgraded from its level at the time of execution of this Agreement or at any time thereafter (each a "Downgrade Event"), then Shipper shall satisfy these Creditworthiness Requirements by delivering to Service Provider, prior to or concurrently with the execution and delivery of this Agreement or within one (1) month after the occurrence of the Downgrade Event, as applicable, any of the following ("Security"), as selected by Shipper in its sole discretion, as security for its obligations under this Agreement and Shipper's FWS Agreement:

(1) an irrevocable, transferable unconditional guaranty of payment and performance of all obligations of Shipper under this Agreement and Shipper's FWS Agreement for the full Security Period, in form and substance reasonably acceptable to Service Provider, issued in favor of Service Provider by either (a) an unaffiliated entity (a "Third Party Guarantor") that maintains an Investment Grade Credit Rating or that is unrated but is nevertheless determined by Service Provider to be creditworthy in Service Provider's sole discretion, provided that the sum of reservation fees, commodity fees and any other associated fees and charges under Shipper's FWS Agreement for twelve (12) months of service (rounded upwards to the nearest \$100,000) is less than 15 percent (15%) of Third Party Guarantor's tangible net worth, as calculated by Service Provider, or (b) Shipper's ultimate parent company (currently _____)("Parent Guarantor"), provided Parent Guarantor has a Credit Rating of either (a) at least B+ by S&P or (b) at least B1 by Moody's, but without the requirement that Parent Guarantor satisfy both such Credit Ratings; or

(2) one or more Letters of Credit in a total amount not less than the Security Amount issued for the benefit of Service Provider, in form and substance, including drawing conditions, reasonably acceptable to Service Provider; or

(3) cash in an amount not less than the Security Amount.

Shipper may, at any time, substitute one form of Security (“Substitute Security”) for the then outstanding Security (“Original Security”), and Service Provider shall return to Shipper the Original Security within two (2) Business Days of its receipt of the Substitute Security. Shipper hereby grants to Service Provider a present and continuing security interest in and to, and a general first lien upon and right of set off against, any and all Security which has been or may in the future be transferred to, or received by, Service Provider and/or a Qualified Institution (in the case of cash deposited pursuant to Section 10(d)), and all dividends, interest, and other proceeds from time to time received, receivable or otherwise distributed in respect of, or in exchange for, any or all of the foregoing, and Shipper agrees to take such action as Service Provider reasonably requests in order to perfect Service Provider’s continuing security interest in, and lien on (and right of setoff against), such Security.

(c) As used herein, the term “Security Amount” means an amount equal to the reservation charges under Shipper’s FWS Agreement payable in respect of the MDFWQ for twelve (12) months of service (rounded upwards to the nearest \$100,000), as calculated by Service Provider; *provided, however*, that on any Business Day during the last nine (9) months of the term of Shipper’s FWS Agreement (but no more frequently than once per month), the Security Amount shall, upon the written request of Shipper, be recalculated on the basis of the number of months remaining in the term of Shipper’s FWS Agreement (rounded up to the nearest whole month); *provided*, once Service Provider has collected from Shipper reservation charges which, in total, equal Shipper’s pro rata share, based on its MDFWQ, of the capital expenditures of the Firm Wheeling Facilities, then the Security Amount shall be determined in accordance with the provisions of Service Provider’s Tariff; *provided further*, Shipper shall be required to provide Security to Service Provider in an amount equal to the reservation charges under Shipper’s FWS Agreement payable in respect of the MDFWQ for one (1) month of service within five (5) Business Days of any triggering event under Section 10(b) hereof.

(d) If Shipper chooses at any time to satisfy these Creditworthiness Requirements by delivering cash, such cash shall be deposited and held in escrow in a segregated, safekeeping or custody account (the “Collateral Account”) established and owned by Shipper at a Qualified Institution selected by Service Provider and approved by Shipper (which approval shall not be unreasonably withheld). The terms of control of such account and other agreements as are necessary or appropriate to perfect and protect the security interest of Service Provider in the Security pursuant to Section 9-314 of the Uniform Commercial Code or otherwise shall be subject to the reasonable approval of Service Provider. The Qualified Institution shall serve as custodian with respect to the cash and other property in the Collateral Account, and shall hold such cash in accordance with the terms of this Agreement and the applicable account control agreements. The Qualified Institution holding the cash will pay interest to Shipper after the end of each calendar quarter in accordance with such agreements. Service Provider shall have no responsibility for any losses resulting from such Collateral Account in accordance with such agreements.

(e) All costs of any Letter of Credit provided on behalf of Shipper hereunder shall be borne by Shipper. Shipper shall renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit. If the Qualified Institution that issued an outstanding Letter of Credit has indicated its intent not to renew such Letter of Credit, Shipper shall provide substitute Security for the benefit of Service Provider in accordance with

Section 10(b) at least twenty (20) Business Days prior to the expiration of the outstanding Letter of Credit. If a Qualified Institution issuing a Letter of Credit shall fail to honor Service Provider's properly documented request to draw on such Letter of Credit, Shipper shall, as soon as practical and in no event later than two (2) Business Days after such refusal, provide substitute Security for the benefit of Service Provider in accordance with Section 10(b).

(f) Upon or at any time after the occurrence and continuation of a Default (which shall include Shipper's failure to timely provide or replace Security hereunder), and without limiting Shipper's obligations to Service Provider or Service Provider's rights and remedies hereunder, Service Provider may draw on the entire, undrawn portion of any outstanding guaranty, Letter of Credit, or Collateral Account by submitting to the entity issuing such guaranty or Letter of Credit or the institution at which such Collateral Account is maintained, as applicable, one or more certificates specifying that such Default has occurred and is continuing. Cash proceeds received from drawing upon a guaranty, Letter of Credit or Collateral Account shall be deemed security for Shipper's obligations to Service Provider and Service Provider shall have rights and remedies set forth in Section 9(c) herein with respect to such cash proceeds.

(g) Within five (5) Business Days after termination of the Security Period, Service Provider shall return to Shipper the amount of any Security then remaining hereunder.

(h) Notwithstanding any contrary provision of this Agreement or of Shipper's FWS Agreement, Sections 9 and 10 of this Agreement are hereby incorporated into and made a part of Shipper's FWS Agreement, shall survive the termination of this Agreement and the Shipper's FWS Agreement, and shall continue in effect until the expiration of the Security Period.

11. Mutual Cooperation. By executing this Agreement, Shipper agrees that it will support the Firm Wheeling Service and Firm Wheeling Facilities and will cooperate in assisting Service Provider, as Service Provider may reasonably request, to obtain the Certificate and other authorizations necessary for the construction and operation of the Firm Wheeling Facilities and providing the Firm Wheeling Service; *provided, however*, that Shipper shall not be obligated to support or otherwise assist in obtaining any certificate or authorization that is inconsistent with the terms of this Agreement and it may not oppose the Certificate Application except as permitted pursuant to Section 4 hereof. Except as specified in Section 4 and the preceding sentence, Shipper agrees that it will take no actions that could unduly delay consideration and approval of the Certificate Application and Firm Wheeling Facilities by the FERC or other federal, state or local governmental authorities; *provided, however*, that nothing herein shall be construed to limit or waive Shipper's rights to intervene or protest any subsequent tariff filing made by Service Provider or its successor. Shipper expressly agrees that it will not oppose Service Provider's request for Negotiated Rate authority for the Firm Wheeling Service or any subsequent regulatory request by Service Provider to charge Market-Based Rates for the Firm Wheeling Service; *provided*, nothing herein shall limit Shipper's right to oppose any request by Service Provider to assess Market-Based Rates for Seller's Wheeling Fuel and Lost and Unaccounted for Gas charges for the period commencing after the first sixty (60) months of the FWS Agreement. Service Provider shall keep Shipper reasonably advised of the status of the approvals described in Section 7, and shall allow Shipper to visit the construction site for the Firm Wheeling Facilities, so long as Shipper provides Service Provider with reasonable advance notice of such request for a site visit, conducts the visit during normal business hours at a date

and time suitable to Service Provider and complies with Service Provider's reasonable safety requirements relating to Shipper's presence at the construction site.

12. Assignment. This Agreement may be assigned by Service Provider to any affiliated entity which may succeed Service Provider by purchase, merger, joint venture, or consolidation, and any such successor in interest shall have all of the rights and obligations of Service Provider hereunder. Furthermore, Service Provider may, as security for its indebtedness, assign, mortgage or pledge any of its rights or obligations under this Agreement, including its rights to receive payments, to any other entity, and Shipper will execute any consent agreement with such entity and provide such certificates and other documents as Service Provider may reasonably request in connection with any such assignment; provided, such consent agreement shall not contain any provisions which are inconsistent with, or would require a waiver of, Shipper's rights under this Agreement. Except as provided herein, Shipper may not assign its rights and obligations hereunder without the prior written consent of Service Provider, which consent will not be unreasonably withheld; *provided, however*, that any such assignee must satisfy the Creditworthiness Requirements hereunder. Notwithstanding the foregoing, Shipper may assign its rights, interest and benefits under this Agreement to any of its affiliates or a successor-in-interest to all or substantially all of Shipper's business without the prior written consent of Service Provider; *provided*, that such affiliate or successor entity assumes all the obligations of Shipper hereunder, and that any Security then in effect remains effective in favor of Service Provider with respect to the obligations of the assignee hereunder or is replaced prior to the effectiveness of such assignment with Security meeting the Creditworthiness Requirements. Once the Firm Wheeling Facilities are in-service, Shipper may release its capacity pursuant to the terms of Service Provider's Tariff.

13. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon each of the Parties and their permitted successors and assigns.

14. Governing Law; Limitations on Damages. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE LAWS THAT MIGHT BE APPLICABLE UNDER CONFLICTS OF LAWS PRINCIPLES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR SERVICE PROVIDER'S FERC GAS TARIFF (OTHER THAN SECTION 16.6 OF THE GENERAL TERMS AND CONDITIONS THEREOF PERTAINING TO REMEDIES FOR FAILURE TO COMPLY WITH AN OFO), NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES.

15. Neutral Interpretation. No presumption shall operate in favor of or against any Party as a result of any responsibility that such Party may have had for drafting this Agreement.

16. Confidentiality. Neither Party shall disclose the terms or conditions of this Agreement or Shipper's FWS Agreement to a third party (other than the Party's Joint Venture Participant(s) or the Party's or its affiliates' employees, lenders, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential) except in order to comply with any applicable law, regulation, or in connection with any court or regulatory proceeding; *provided, however*, each Party shall, to the extent practicable, use

reasonable efforts to prevent or limit any disclosure made in order to comply with applicable law, regulation, or in connection with any court or regulatory proceeding. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation. Service Provider shall take reasonable steps to preserve the confidentiality of Shipper's pricing and quantity information contained in Exhibit A prior to the in-service date for the Firm Wheeling Facilities in connection with any filing of the Agreement with the FERC.

17. Notices. All notices provided for in this Agreement shall be given in writing and sent by (i) reputable overnight courier, (ii) facsimile or (iii) e-mail with original to follow by regular mail or by means permitted above. Notices hereunder shall be addressed as follows:

If to Service Provider:

Ron E. Happach
Vice President, Commercial Operations
Inergy Midstream, LLC
Two Brush Creek Blvd. Suite 200
Kansas City, MO 64112
816-714-5428
913-319 - 8082 (FAX)
rhappach@inergyservices.com

If to Shipper:

Name
Title
Company
Address
Address
Phone Number
Fax Number
E-mail Address

Notices or communications by facsimile or e-mail, if properly addressed, shall be deemed received on the Business Day of transmittal, provided they are transmitted prior to 5:30 P.M. (prevailing time in the location of the intended recipient "Local Time") on such day. Any properly addressed communication transmitted by facsimile or e-mail after 5:30 P.M. Local Time shall be deemed received on the next Business Day.

18. Entire Agreement; Amendment. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the matters covered by this Agreement, and supersedes all prior agreements and understandings with respect thereto, and may be amended, restated or supplemented only by written agreement of the Parties.

19. Non-Waiver. Except as provided in Section 8(a), (b) and (d), a failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to

operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege. Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default.

20. Severability; Regulatory Events. Any provision of this Agreement declared or rendered unlawful or unenforceable by any applicable court of law or regulatory agency or deemed unlawful because of a statutory change (individually or collectively, such events referred to as “Regulatory Event”) will not otherwise affect the remaining lawful obligations that arise under this Agreement or Shipper’s FWS Agreement; provided, further, that if a Regulatory Event occurs, the Parties shall use their best efforts to reform this Agreement in order to give effect to the original intention of the Parties.

21. Headings. The headings used herein are for convenience and reference purposes only.

22. Representations and Warranties. On the date of execution and delivery of this Agreement and of Shipper’s FWS Agreement, each Party represents and warrants to the other Party that:

(a) such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is in good standing in each other jurisdiction where the failure to so qualify would have a material adverse effect upon the business or financial condition of such Party;

(b) with the exception of the regulatory authorizations described in Section 7, such Party has all regulatory authorizations necessary for such Party to legally perform its obligations under this Agreement and any FWS Agreement;

(c) the execution, delivery and performance of this Agreement and Shipper’s FWS Agreement are within such Party’s corporate powers, have been duly authorized by all necessary corporate action and do not violate any of the terms and conditions in such Party’s governing corporate documents, any contracts to which such Party is a party, or with the exception of the regulatory authorizations described in Section 7, any law, rule, regulation, order or the like applicable to such Party;

(d) subject to receipt of the regulatory authorizations described in Section 7, this Agreement, Shipper’s FWS Agreement, and each other document executed and delivered in accordance with this Agreement and Shipper’s FWS Agreement constitutes the legally valid and binding obligation of such Party enforceable against it in accordance with such agreement’s terms; but subject to any bankruptcy, insolvency, reorganization and other laws affecting creditors’ rights generally, and with regard to equitable remedies, the discretion of the court or regulatory body before which proceedings to obtain same may be pending;

(e) such Party is not Bankrupt and there are no proceedings pending or being contemplated by such Party or, to its knowledge, threatened against it which would result in it being or becoming Bankrupt;

(f) there is not pending or, to such Party's knowledge, threatened against it or any of its affiliates any legal proceedings that could materially adversely affect such Party's ability to perform its obligations under this Agreement and Shipper's FWS Agreement or materially and adversely affect the financial condition or operations of such Party or that purports to affect the legality, validity or enforceability of this Agreement or would otherwise hinder or prevent performance hereunder;

(g) as to Shipper, no Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of Shipper entering into or performing its obligations under this Agreement and/or Shipper's FWS Agreement;

(h) the execution, delivery and performance of this Agreement by such Party does not and will not require the consent of any trustee or holder of any indebtedness, or be subject to or inconsistent with other obligations of such Party under any other agreement; and

(i) no governmental authorization, approval, order, license, permit, franchise or consent, and no registration, declaration or filing with any governmental authority is required on the part of such Party in connection with the execution and delivery of this Agreement, although it is subject to the regulatory authorizations described in Section 7 for its effectuation.

23. Further Assurances. Shipper agrees to execute such ancillary agreements, consents, or other documents not inconsistent with this Agreement as may be reasonably necessary to effectuate the purposes of this Agreement and which are consistent, in all material respects, with the terms of this Agreement and the FWS Agreement.

24. Duly Constituted Authorities. This Agreement and the performance hereof are subject to all present and future applicable valid laws, orders, decisions, rules and regulations of duly constituted governmental authorities having jurisdiction over the provision of natural gas transportation service in the interstate commerce of the United States of America. Should either of the Parties, by force of any such law, order, decision, rule or regulation, at any time during the term of this Agreement be ordered or required to do any act inconsistent with the provisions hereof, then for the period during which the requirements of such law, order, decision, rule or regulation are applicable, this Agreement shall be deemed modified to conform with the requirement of such law, order, decision, rule or regulation; *provided, however*, nothing herein shall alter, modify or otherwise affect the respective rights of the Parties to terminate this Agreement under the terms and conditions hereof.

25. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, and with the intent to be legally bound, the Parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives to be effective as the date first written above.

CENTRAL NEW YORK OIL AND GAS COMPANY, LLC

By: _____
Name: _____
Title: _____
Date: _____

(CUSTOMER)

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

Request For Firm Wheeling Service

Maximum Daily Firm Wheeling Quantity (MDFWQ): _____ Dth

Primary Receipt Point : _____

Primary Delivery Point: _____

For Shippers who want to wheel on a firm basis to/from all North and South Lateral receipt and delivery points which include the receipt and delivery points list below, and points that may be added to North and/or South Laterals at a later date, Shipper should designate the Primary Receipt and Delivery Points with the word "ALL":

- (a) Tennessee Gas Pipeline
- (b) Stagecoach Gas Storage
- (c) CNYOG's MARC I Hub Line (Proposed)
- (d) Millennium Pipeline
- (e) North or South Lateral Intermediate Receipt Point: _____

Primary Term: From the In-Service Date until _____ [not less than sixty (60)] months thereafter.

Rollover Right: Shipper shall have the one-time unilateral right, exercisable by written notice to Service Provider at any time not less than twelve (12) months before the end of the Primary Term, to extend the term of the FWS Agreement, including the rates assessed thereunder, with respect to all or any portion of Shipper's MDFWQ for a period of not less than one (1) year and not more than sixty (60) months which shall begin on the first day immediately following the expiration of the Primary Term.

Rate:

Cost-based Recourse Rate	Initial _____
Negotiated Rate	Initial _____

See Exhibit C for Negotiated Rates and Indicative Recourse Rates

Fuel and Lost and Unaccounted for Gas: Shipper agrees to pay and/or provide Fuel and Lost and Unaccounted for Gas (a) in the amounts specified in Exhibit C hereto for the first sixty (60) months of the FWS Service Agreement (the "Initial Fuel/GLU Rate"); and (b) thereafter, the Initial Fuel/GLU Rate, except during periods in which Service Provider has received FERC approval to implement either (1) a fully reconciling tracker (*i.e.*, reconciling for either over- and under-collections) for the determination of its Fuel and Lost and Unaccounted for Gas charges, or (2) fixed rates for Fuel and Lost and Unaccounted for Gas which are based on Service Provider's actual requirements; provided, that neither Party shall have any right to recover any over- or under-

collections that may result under the Initial Fuel/GLU Rate during any period in which the Initial Fuel/GLU Rate is in effect.

Shipper shall be responsible for (1) all applicable governmental taxes set forth in either the General Terms and Conditions of Service Provider's FERC Gas Tariff or in Shipper's FWS Agreement, (2) the ACA surcharge, and (3) any surcharge of general applicability that Service Provider has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Service Provider shall discount such surcharge to Shipper to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Service Provider would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge. Except for the foregoing charges, taxes and surcharges, Shipper shall not be subject to any other charges, taxes or surcharges in connection with firm service from Service Provider under Rate Schedule FWS.

EXHIBIT B

FORM OF FWS SERVICE AGREEMENT

THIS AGREEMENT entered into as of the ____ day of _____, _____, by and between Central New York Oil And Gas Company, LLC, a New York limited liability company, hereinafter referred to as "Seller," and _____, hereinafter referred to as "Customer."

WITNESSETH

WHEREAS, Customer has requested Seller to provide Firm Wheeling Service ("FWS") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available to provide Firm Wheeling Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I WHEELING SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point up to the Customer's Maximum Daily Firm Wheeling Quantity ("MDFWQ"), plus Seller's Wheeling Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point.
3. If requested by Customer, Seller may provide Wheeling Service for daily quantities in excess of the Customer's Maximum Daily Firm Wheeling Quantity if Seller can do so without adverse effect on Seller's operations or Seller's ability to meet all higher priority obligations.

ARTICLE II POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Wheeling Fuel and Lost and Unaccounted for Gas quantity, as applicable, at the Point of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point of Receipt up to Customer's Maximum Daily Firm Wheeling Quantity, plus Seller's applicable Wheeling Fuel and Lost and Unaccounted for Gas quantity.

2. Seller shall wheel Customer's nominated quantity of Gas on a firm basis from the Point of Receipt to the Point of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III
TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a primary term of ____ (__) years, commencing _____, _____, or from such later date when Seller shall notify Customer that the facilities of Seller required to provide Firm Wheeling Service are completed and in service.

ARTICLE IV
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FWS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, Original Volume No. 1, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
 - (a) Rates and Charges
 - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FWS or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement:

[Write "None" or specify the agreement].

ARTICLE V
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Central New York Oil And Gas Company, LLC
 Two Brush Creek Blvd., Suite 200
 Kansas City, MO 64112

 Attention: Commercial Operations
 Facsimile: (913) 319 - 8082

Customer: _____

ARTICLE VI
INCORPORATION BY REFERENCE

The provisions of Rate Schedule FWS and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff, Original Volume No. 1, are specifically incorporated herein by reference and made a part hereof. Terms defined in Rates Schedule FWS or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FWS and the GT&C.

ARTICLE VII
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective _____: _____ [If none, insert "None"]
2. Replacement Customer. [If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]
 Releasing Customer: _____
 Released Contract No.: _____

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

Central New York Oil And Gas Company, LLC

By _____

Its _____

(Customer)

By _____

Its _____

EXHIBIT "A"

to

FWS Agreement between

Central New York Oil And Gas Company, LLC (Seller)

and

_____ (Customer)

Dated _____

I. MAXIMUM DAILY FIRM WHEELING QUANTITY: _____ Dth

II. PRIMARY POINT OF RECEIPT
_____ Dth

III. PRIMARY POINT OF DELIVERY
_____ Dth

IV. RATES AND CHARGES

Firm Wheeling Reservation Rate \$_____/dth of MDFWQ per Month
 Recourse Rate (Check if applicable)

Firm Wheeling Commodity Rate \$_____/dth
 Recourse Rate (Check if applicable)

Firm Wheeling Overrun Commodity Rate \$_____/dth
 Recourse Rate (Check if applicable)

Seller's Wheeling Use \$_____/dth and ____%
 Recourse Rate (Check if applicable)

Shipper agrees to pay and/or provide Fuel and Lost and Unaccounted for Gas (a) in the amounts specified as "Seller's Wheeling Use" for the first sixty (60) months of the FWS Service Agreement (the "Initial Fuel/GLU Rate"); and (b) thereafter, the Initial Fuel/GLU Rate, except during periods in which Service Provider has received FERC approval to implement either (1) a fully reconciling tracker (*i.e.*, reconciling for either over- and under-collections) for the determination of its Fuel and Lost and Unaccounted for Gas charges, or (2) fixed rates for Fuel and Lost and Unaccounted for Gas which are based on Service Provider's actual requirements; provided, that neither Party shall have any right to recover any over- or under-collections that may result under the Initial Fuel/GLU Rate during any period in which the Initial Fuel/GLU Rate is in effect.

V. ADDITIONAL CHARGES – pursuant to Section 5 of Rate Schedule FWS
None

The rates specified above shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Wheeling Quantity.

EXHIBIT C

NEGOTIATED AND INDICATIVE RECOURSE RESERVATION RATES

CAPACITY	NEGOTIATED RESERVATION RATES	INDICATIVE RECOURSE RESERVATION RATES
(Dth / Day)	\$ / Dth – Mos.	\$ / Dth – Mos.
150,000	\$ 3.65	\$ 4.878
200,000	\$ 3.65	\$ 4.625
300,000	\$ 3.65	\$ 4.443
400,000	\$ 3.65	\$ 4.412
500,000	\$ 3.65	\$ 4.534
600,000	\$ 3.65	\$ 4.656

Fuel – \$0.035 / dth plus 0.1% Lost and Unaccounted For

The Rates set forth above are provided to assist prospective FWS shippers in making an informed decision on whether to elect a Negotiated Rate or a Cost-Based Recourse Rate. The Indicative Recourse Rates represent Service Provider's best estimate, prepared in good faith, of the potential range of Recourse Rates that may be approved by the FERC based upon the subscribed level of FWS service.

THE ACTUAL RECOURSE RATE SHALL BE ESTABLISHED BY THE FERC AND MAY BE HIGHER OR LOWER THAN THE INDICATIVE RATES SET FORTH IN THE TABLE ABOVE.