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March 17, 2017

Via e-Filing

Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E., Room 1A
Washington, DC 20426

Re: Ryckman Creek Resources, LLC
Docket No. RP17-____-000
Non-Conforming Agreement and Related Tariff Changes

Dear Ms. Bose:

Pursuant to section 4 of the Natural Gas Act, Part 154 of the regulations of the Federal Energy Regulatory Commission (“Commission”), 18 C.F.R. Part 154 and Section 154.112(b) of the Commission’s regulations, Ryckman Creek Resources, LLC (“Ryckman”) hereby submits for filing and acceptance by the Commission a non-conforming anchor shipper Firm Storage Service Agreement on its storage field project (“Storage Field”), as well as certain related revisions to its FERC Gas Tariff, Volume No. 1 (“Tariff”). Ryckman respectfully requests that the Commission accept this non-conforming anchor shipper agreement with Questar Gas Company (“Questar”) and, to the extent the Commission finds any of the deviations material, grant all waivers necessary to allow the agreement to be effective as of April 1, 2017. The April 1, 2017 effective date is vital to Questar and Ryckman because it is the start of the injection season. With that in mind, Ryckman respectfully requests that the Commission act **as soon as possible on this filing prior to April 1, 2017** to ensure that shipper administrative arrangements can be put into place before that date.

Ryckman further requests that the Tariff provisions filed herewith be accepted effective on April 1, 2017. The proposed changes are to the following Tariff sections:

<u>Version</u>	<u>Description/Title</u>
3.0.0	Section 1 – Table of Contents
2.0.0	Section 8 – List of Non-conforming Agreements
2.0.0	Section 8.2
2.0.0	Section 8.3

STATEMENT OF NATURE, REASONS AND BASIS

Ryckman requests that the Commission accept the deviations contained in the executed, non-conforming service agreement submitted herewith. Attached hereto as Attachment A are unmarked and marked versions of the service agreement with Questar. The marked version shows the differences between the executed service agreement and the form of Firm Storage Service Agreement in the Tariff.

In addition, Ryckman is filing to update Section 1 (Table of Contents) and revise Section 8 (List of Non-conforming Agreements) to reflect the current non-conforming agreement.

Background

On July 28, 2011, the Commission issued the “Order Issuing Certificates and Approving Abandonment” in Docket No. CP11-24-000 granting Ryckman a certificate of public convenience and necessity to construct and operate the Storage Field.¹ In the certificate order, the Commission also granted Ryckman authority to charge market-based rates. In Docket No. RP12-805-000, the Commission approved the nonconforming provisions in the three anchor shipper service agreements.²

Subsequent to going into service, the Storage Field experienced certain operational issues, including a fire at the nitrogen rejection unit and the discovery of significant subsidence issues at the Storage Field processing plant requiring significant repairs, that necessitated Ryckman declaring a force majeure event and temporarily suspending service. On January 25, 2016, Questar delivered a Notice of Termination of Precedent Agreement to Ryckman, in which Questar contended that its precedent agreement, and by extension its service agreement, was terminated. On February 2, 2016, Ryckman filed a petition for relief under chapter 11 of the U.S. Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (“Bankruptcy Court”).

Ryckman engaged in discussions with Questar in an effort to reach a mutually-agreeable settlement that would permit the service agreement submitted herewith to go into effect. Pursuing such a settlement was a crucial part of Ryckman’s efforts to emerge from bankruptcy as a reorganized entity, with the Questar service agreement forming a key element of Ryckman’s planned reorganization. Questar agreed to settle its dispute only if in the event of default, it would have additional termination provisions. Without the additional nonconforming provisions,

¹ *Ryckman Creek Resources, LLC*, 136 FERC ¶ 61,061 (2011), *reh’g denied and clarification granted*, 138 FERC ¶ 61,097 (2012).

² *Ryckman Creek Resources, LLC*, 140 FERC ¶ 61,021 (2012). The three original anchor shippers for the Storage Field were Questar, Anadarko Energy Services Company (“Anadarko”) and Sequent Energy Management, L.P. (“Sequent”). Sequent’s anchor shipper service agreement expired and Sequent is no longer a shipper on Ryckman’s system. Anadarko provided Ryckman a notice of termination of its precedent agreement and filed a declaratory judgment action on December 28, 2015 in the Harris County, Texas state district court seeking a declaratory judgment that its precedent agreement, and by extension its service agreement, was terminated. Ryckman and Anadarko have engaged in settlement discussions but have not yet finalized the terms of a new service agreement.

Questar would not have agreed to settle, which is a key element of Ryckman being in a position to successfully emerge from Chapter 11 bankruptcy proceedings.

Because Ryckman is in bankruptcy, Bankruptcy Court approval of the settlement, which includes the execution of this service agreement, was required. The Bankruptcy Court approved the Questar settlement on February 14, 2017, subject to Commission approval of this non-conforming service agreement. Now that Ryckman has received approval from the Bankruptcy Court, it is filing in this docket for Commission approval of the nonconforming provisions in the Questar service agreement.

No Risk of Undue Discrimination

Sections 154.1(d) and 154.112(b) of the Commission's regulations require a service provider to file any agreement that "deviates in any material aspect from the form of service agreement" in the provider's tariff.³ The Commission defines "a material deviation as any provision of a service agreement that goes beyond the filling-in of the spaces in the form of service agreement with the appropriate information provided for in the tariff and that affects the substantive rights of the parties."⁴ However, the Commission's well-established position is that not all material deviations are impermissible.⁵ Material deviations may be acceptable if they are "provisions the Commission can permit without a substantial risk of undue discrimination."⁶ The Commission has "found that non-conforming provisions may be necessary to reflect the unique circumstances involved with constructing new infrastructure and to provide the needed security to ensure the viability of a project."⁷ As the additional anchor shipper termination provisions do not present a risk of undue discrimination, Ryckman respectfully requests that the Commission accept them as permissible deviations necessary for the viability of Ryckman's Storage Field and allow the Questar service agreement to be put into service.

The Commission has recognized that material deviations concerning additional termination provisions may be warranted if narrowly crafted for unique situations.⁸ For example, in a *Rockies Express Pipeline* order, the Commission approved an additional termination provision for the benefit of the U.S. Minerals Management Service of the Department of Interior.⁹ The Commission explained that "[w]e have accepted deviations from the pipeline's form of service agreement that reflect the unique circumstance involved with the construction or new infrastructure and provide the needed security to ensure that the project gets

³ 18 C.F.R. §§ 154.1(d) and 154.112(b) (2016).

⁴ *Natural Gas Pipeline Negotiated Rate Policy and Practice*, 104 FERC ¶ 61,134 at P 27 (2003).

⁵ *See, e.g., Natural Gas Pipeline Co. of America*, 157 FERC ¶ 61,073 at P 8 (2016).

⁶ *Columbia Gas Transmission Corp.*, 97 FERC ¶ 61,221 at 62,003 (2001).

⁷ *Rover Pipeline LLC*, 158 FERC ¶ 61,109 at P 92 (2017), *citing Midcontinent Express Pipeline LLC*, 124 FERC ¶ 61,089 at P 82 (2008) and *Rockies Express Pipeline LLC*, 116 FERC ¶ 61,272 at P 78 (2006).

⁸ *Questar Pipeline Company*, 129 FERC ¶ 61,017 at PP 9-10 (2009) (Referring to an additional termination provision in an anchor shipper's service agreement, the Commission stated that the "provision was included in the TSA in order to obtain capital for an expansion, and, in this context, such a term is just and reasonable, and permissible."); *Columbia Gas Transmission LLC*, 127 FERC ¶ 61,090 (2009) (Commission permitted an additional termination provision in an anchor shipper's service agreement).

⁹ *Rockies Express Pipeline LLC*, 116 FERC ¶ 61,272 at PP 75, 76, 78 (2012).

built.”¹⁰ In approving the material deviation, the Commission also noted that the additional termination provision “was tailored to address the unique circumstances of the respective shipper” and “[did] not pose a risk of undue discrimination.”¹¹

As noted above, Questar was one of the original anchor shippers. Without the anchor shippers’ precedent and service agreements, Ryckman’s Storage Field project would not have been able to be constructed. Now that the Questar service agreement submitted herewith is ready to commence (after extensive settlement negotiations and bankruptcy proceedings), Ryckman’s Storage Field may not be a viable enterprise without it. As was the case in the unique situation in *Rockies Express Pipeline*, Questar’s additional termination provisions were tailored to meet the unique circumstances underlying the bankruptcy of Ryckman, the related settlement negotiations and the unique needs of Questar as reflected in its agreement in Sections 11.7 through 11.10.

It was necessary for Ryckman to grant Questar the additional termination provisions in Sections 11.7 through 11.10 in order to obtain Questar’s agreement to settle the dispute whereby Questar sought to declare that the precedent agreement was terminated and consequently, according to Questar, its service agreement never went into effect. Reaching settlement and having the Questar service agreement submitted herewith go into effect will help ensure that Ryckman and the Storage Field are viable entities and enterprises going forward that will be able to successfully emerge from bankruptcy.

The settlement by Questar and the bankruptcy of Ryckman presents a unique situation that poses very little risk of undue discrimination. In recognition of the fact that this is a very unique situation, the additional anchor shipper termination provisions are only in effect for a limited period of time. Section 11.10 of Questar’s service agreement provides that the additional termination provisions expire on March 31, 2021, regardless of any extension or renewal of the underlying service agreement.

Deviations

Preamble. Language added to reflect that this service agreement amends and replaces in its entirety the former service agreement.

Article V. The term language was revised to reflect the additional termination provisions.

Section 11.3. The survival language was revised to reflect the additional termination provisions.

Section 11.7. The events of default language that was added sets out the parameters of the additional termination provisions.

¹⁰ *Id.* at P 78.

¹¹ *Id.*

Section 11.8. Additional representations and warranties were added that relate to the additional termination provisions.

Section 11.9. Additional definitions were added that relate to the additional termination provisions.

Section 11.10. This section states that the additional termination provisions are in effect only until March 31, 2021.

CONTENTS OF THE FILING

Ryckman submits herewith the following materials:

- This transmittal letter, which contains the Statement of Nature, Reasons and Basis;
- Attachment A – Clean and marked copies of the Questar Service Agreement;
- Attachment B – Clean copy of the proposed Tariff changes; and
- Attachment C – Marked versions of the proposed Tariff changes.

PROPOSED EFFECTIVE DATE

Ryckman respectfully requests that the Commission accept the proposed Tariff sections and the non-conforming service agreement with an effective date of April 1, 2017, the commencement of the injection season. Ryckman respectfully requests that the Commission grant any waivers that may be necessary in order to accept the proposed Tariff sections and the non-conforming service agreement filed herewith and to permit them to become effective on April 1, 2017.

CORRESPONDENCE AND COMMUNICATION

Correspondence and communications concerning this filing should be directed to:

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Ryckman Creek Resources, LLC
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Facsimile: (202) 661-2606
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WAIVER

Ryckman respectfully requests a waiver of the notice requirements set forth in Section 154.207 of the Commission's regulations, 18 C.F.R. § 154.207, in order to permit the

nonconforming service agreement described herein to take effect as reflected above, and grant any other additional waivers that may be deemed necessary to accept this filing.

IMPLEMENTATION

As required by Section 154.7(a)(9) of the Commission's regulations, 18 C.F.R. § 154.7(a)(9), Ryckman hereby moves to place the proposed tariff records into effect as requested herein upon acceptance by the Commission in this proceeding. In addition, pursuant to Section 154.206(c) of the Commission's regulations, 18 C.F.R. § 154.206(c), Ryckman hereby files a motion requesting that the Commission place the proposed Tariff sections filed herewith into effect at the expiration of any required suspension period.

COMPLIANCE WITH REGULATIONS

In compliance with Section 154.4(c) of the Commission's regulations, 18 C.F.R. § 154.4(c), all contents of this filing are being submitted as part of an XML filing package in conformance with the Secretary of the Commission's instructions.

In compliance with Section 154.1 of the Commission's regulations, 18 C.F.R. § 154.1, a marked version of the revised Tariff sections showing additions to and deletions from the Tariff is attached.

Copies of this filing are being posted in accordance with Section 154.207 of the Commission's regulations, 18 C.F.R. § 154.207. In accordance with Section 154.208 of the Commission's regulations, 18 C.F.R. § 154.208, copies of this filing are being sent to all customers of Ryckman and affected state commissions.

If you have any questions, please do not hesitate to contact me at (202) 220-6922. Thank you.

Respectfully submitted,

RYCKMAN CREEK RESOURCES, LLC

/s/ Thomas E. Knight

Thomas E. Knight

Attorney for Ryckman Creek Resources, LLC

Attachments

ATTACHMENT A

Clean and Marked Copies of
The Questar Service Agreement

FIRM GAS STORAGE SERVICE AGREEMENT

This Agreement amends and replaces in its entirety the prior Firm Gas Storage Service Agreement, dated April 18, 2011 between the Parties, and is made as of the 17th day of March, 2017, by and between Ryckman Creek Resources, LLC, a Delaware limited liability company herein called “Ryckman Creek,” and Questar Gas Company, a Utah Corporation, herein called “Customer,” (each of Ryckman Creek and Customer, a “Party,” and collectively, the “Parties”), pursuant to the following recitals and representations:

WHEREAS, Ryckman Creek owns and operates an underground natural gas storage facility known as the Ryckman Creek gas storage facility, located in Wyoming, and is authorized to provide natural gas storage and related services in interstate commerce by way of the Ryckman Creek gas storage facility; and

WHEREAS, Customer has requested that Ryckman Creek provide certain firm natural gas storage services for Customer; and

WHEREAS, Ryckman Creek has agreed to provide such firm storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Ryckman Creek and Customer agree as follows:

ARTICLE I – SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of Ryckman Creek’s Rate Schedule FSS, and of this Agreement, Ryckman Creek shall on any day receive for injection into storage in the Ryckman Creek gas storage facility for Customer’s account a quantity of gas up to Customer’s Maximum Daily Injection Quantity as set forth on Exhibit “A” hereto, shall store quantities of gas so injected up to a Maximum Storage Quantity as set forth on Exhibit “A” hereto (on a cumulative basis), and on demand on any day shall withdraw from Customer’s Storage Inventory and deliver to Customer a quantity of gas up to Customer’s Maximum Daily Withdrawal Quantity as set forth on Exhibit “A” hereto.

ARTICLE II – POINTS OF RECEIPT AND DELIVERY

The point(s) at which the gas is to be tendered by Customer to Ryckman Creek under this Agreement shall be the point(s) designated on Exhibit “A” hereto (“Customer’s Point(s) of Receipt”).

The point(s) at which the gas is tendered by Ryckman Creek to Customer under this Agreement shall be the point(s) designated on Exhibit “A” hereto (“Customer’s Point(s) of Delivery”).

ARTICLE III – PRICE

3.1 Customer agrees to pay Ryckman Creek the charges set forth on Exhibit “A” hereto for all gas storage service furnished to Customer hereunder.

3.2 Customer further agrees to pay Ryckman Creek all other applicable fees and charges as set forth in the GT&C and in the FSS Rate Schedule.

3.3 Customer shall reimburse Ryckman Creek for all applicable taxes as may be assessed against Ryckman Creek for the receipt, injection, storage, withdrawal and/or delivery of Customer’s gas. In addition, Customer shall reimburse Ryckman Creek for Customer’s pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer’s gas in storage assessed against and paid by Ryckman Creek.

ARTICLE IV – INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in Ryckman Creek’s FSS Rate Schedule and the provisions of Ryckman Creek’s FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by Ryckman Creek).

ARTICLE V – TERM OF AGREEMENT

This Agreement shall be effective as of April 1, 2017 and shall remain in force and effect until March 31, 2021 (the “Primary Term”), unless otherwise terminated earlier under the terms of this Agreement.

ARTICLE VI – NOTICES

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:

Ryckman Creek:	Ryckman Creek Resources, LLC 3 Riverway, Suite 1100 Houston, Texas 77056
Attention:	Marketing

Customer:

Notices: Questar Gas Company

180 E. 100 S.
SLC, UT 84111
Attention: Gas Supply, Tina Faust

Billing: Questar Gas Company
180 E. 100 S.
SLC, UT 84111
Attention: Gas Supply, Accounting

Or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Mountain Time. Notice received before 5 p.m. Mountain Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Mountain Time shall be deemed effective the day following receipt.

ARTICLE VII – TRANSFER AND ASSIGNMENT

Any company which shall succeed by purchase, merger, consolidation, or otherwise to the properties, substantially as an entirety, of Ryckman Creek or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of Ryckman Creek's FERC Gas Tariff. It is agreed however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VIII – LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX – LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.

ARTICLE X – WAREHOUSEMEN’S LIEN

10.1 CUSTOMER HEREBY ACKNOWLEDGES THAT RYCKMAN CREEK SHALL BE ENTITLED TO, AND RYCKMAN CREEK HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY RYCKMAN CREEK FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY RYCKMAN CREEK, AS PROVIDED IN THE TEXAS UNIFORM COMMERCIAL CODE WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT RYCKMAN CREEK SHALL BE ENTITLED TO, AND RYCKMAN CREEK HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

10.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO THE TEXAS UNIFORM COMMERCIAL CODE, SHIPPER HEREBY AGREES THAT:

- (i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL THE MONTHLY STATEMENTS RENDERED BY RYCKMAN CREEK TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN RYCKMAN CREEK’S TARIFF, SHALL BE DEEMED A “WAREHOUSE RECEIPT” FOR ALL PURPOSES WITH RESPECT TO THE TEXAS UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;
- (ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, EXHIBIT A OF THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 6.16 OF THE GENERAL TERMS AND CONDITIONS);
- (iii) THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED;
- (iv) THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE CONTRACT, AND
- (v) THE SIGNATURE OF RYCKMAN CREEK ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

ARTICLE XI – MISCELLANEOUS

11.1 This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

11.2 No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

11.3 If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, save and except for Sections 11.7, 11.8 and 11.9, such declaration shall in no way effect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

11.4 No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

11.5 This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than Ryckman Creek or Customer.

11.6 This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

11.7 The following events shall constitute “Events of Default”:

- (i) Ryckman Creek fails to perform or breaches any material obligation under this Agreement (other than any breaches under items (ii), (iii) or (iv) of this Section 11.7, which breaches shall be handled in accordance with those items as applicable) that prevents Ryckman Creek from being able to store, receive or deliver any portion of Customer’s scheduled firm reservation quantities as nominated if such failure is not remedied within seven (7) calendar days after receipt of written notice from Customer. Notwithstanding the foregoing, this provision may not be used to extend the timeframe of an Operational Event or a Force Majeure event, nor shall the remedy period referenced in this provision exempt or be interpreted as releasing Ryckman Creek from its obligation under FERC regulations to provide gas to Customer as nominated.

- (ii) Ryckman Creek breaches any material representation or warranty in Section 11.8 of this Agreement that prevents Ryckman Creek from being able to store, receive or accept any portion of Customer's scheduled firm reservation quantities as nominated, if such breach is not remedied within seven (7) calendar days after receipt of written notice from Customer.
- (iii) Ryckman Creek's declaration of an event(s) of Force Majeure, whether based on one or more claimed events, that impairs or prevents Ryckman Creek from being able to store, receive or deliver any portion of Customer's scheduled firm reservation quantities under this Agreement as nominated (a) for a period of seven (7) consecutive calendar days, or (b) for thirty (30) or more cumulative calendar days in any rolling 365-day period; provided, however, that Customer shall not have a right to terminate this Agreement under this subparagraph (iii) for Ryckman Creek's declaration of an event of Force Majeure if such event of Force Majeure is due to an event caused by or attributable directly to Customer's actions or inaction. In addition, if Customer has a right to terminate this Agreement under this subparagraph (iii), but the subject event(s) of Force Majeure is(are) incapable of being fully cured within the subject period under the applicable (a) or (b) above, through no fault of Ryckman Creek, and provided that (1) Customer pre-approves (in its sole discretion) the proposed cure, which approval shall not be unreasonably withheld, and since time is of the essence, Customer will respond within three (3) business days following the calendar day Customer receives the notice from Ryckman Creek and if not approved shall state the reasons for not approving the proposed cure, and (2) if approved by Customer, Ryckman Creek promptly initiates and diligently pursues such cure after the occurrence of such event(s) (in accordance with Customer's approval), then Ryckman Creek shall be afforded an additional thirty (30) calendar days after the end of the subject period under the applicable (a) or (b) above to fully cure such event so as to be able to receive, store, or deliver any portion of Customer's nominated Gas under this Agreement. If Ryckman Creek is unable to fully cure the event within such additional time period, Customer shall have the right to terminate this Agreement based on such Event(s) of Default. In the event Customer does not approve a proposed cure, the periods under applicable (a) or (b) above shall be extended to include the number of calendar days from Customer's receipt of the proposed cure and the date Customer provides notice of denial of the proposed cure.
- (iv) An Operational Event(s) occurs that impairs or prevents Ryckman Creek from being able to store, receive or deliver any portion of Customer's scheduled firm reservation quantities under this Agreement as nominated(a) for a period of seven (7) consecutive calendar days, or (b) for thirty (30) cumulative calendar days within any rolling 365-day period, provided that, if the subject Operational Event(s) is(are) incapable of being fully cured within the subject period under the applicable (a) or (b) above, through no fault of Ryckman Creek, and provided that (1) Customer pre-approves (in its sole discretion) the proposed cure, which approval shall not be

unreasonably withheld, and since time is of the essence, Customer will respond within three (3) business days following the calendar day Customer receives the notice from Ryckman Creek and if not approved shall state the reasons for not approving the proposed cure, and (2) if approved by Customer, Ryckman Creek promptly initiates and diligently pursues such cure after the occurrence of such Operational Event(s) (in accordance with Customer's approval), then Ryckman Creek shall be afforded an additional thirty (30) calendar days after the end of the subject period under the applicable (a) or (b) above to fully cure such Operational Event(s) so as to be able to receive, store or deliver any portion of Customer's nominated Gas under this Agreement. If Ryckman Creek is unable to fully cure the event within such additional time period, Customer shall have the right to terminate this Agreement based on such Event(s) of Default. In the event Customer does not approve a proposed cure, the periods under applicable (a) or (b) above shall be extended to include the number of calendar days from Customer's receipt of the proposed cure and the date Customer provides notice of denial of the proposed cure.

Unless the Event of Default has been fully and completely cured by Ryckman Creek, upon Customer's written notice to Ryckman Creek of an Event of Default under this Section 11.7, Ryckman Creek shall be in default under this Agreement, and Customer shall be (i) entitled to any and all remedies available to it at law or in equity, including but not limited to fully suspending performance under this Agreement and/or terminating this Agreement, and (ii) relieved of any obligation to pay Ryckman Creek for any charges for gas storage services, or any other applicable fees and charges set forth in this Agreement, the GT&Cs and/or the FSS Rate Schedule (collectively "Charges") as of the date of any suspension/termination, save and except for any Charges that are rightfully due and owing to Ryckman Creek for periods of time prior to such suspension/termination. If Customer elects to terminate this Agreement, Ryckman Creek shall immediately, but not later than three (3) business days after requested by Customer, allow Customer to withdraw its Storage Inventory according to its full maximum daily withdrawal rights for as many calendar days as is necessary for the full withdrawal of such Storage Inventory as set forth in Customer's terminated Agreement. However, if Ryckman Creek is unable to deliver Gas to Customer in a quantity equivalent to Customer's Storage Inventory as required under the prior sentence, at Customer's election and upon written notice to Ryckman Creek, Customer may require Ryckman Creek to purchase the entire remaining portion of such Storage Inventory at a price equivalent to the Gas Daily Average for the Month immediately preceding the termination of the Agreement (such price being the "Termination Price"), with payment for such storage Inventory purchase being immediately due and owing, and any such payment may be netted against any payment due and owing by Customer to Ryckman Creek under this Agreement. Ryckman Creek shall not be obligated to pay Customer more than the Maximum Termination Price under the prior sentence.

11.8 Ryckman Creek represents and warrants to the Customer that:

- (i) As of the date of this Agreement, the facility made the subject of this Agreement is designed with respect to the injection, storage and withdrawal of Gas, as well as the

receipt and delivery of the Gas as nominated for withdrawal and delivery, to meet the Pipeline Requirements in effect;

- (ii) As of April 1, 2017, the facility made the subject of this Agreement (i) will be operating and functioning as designed with respect to the injection, storage and withdrawal of Customer's nominated Gas, as well as the receipt and delivery of Customer's Gas as nominated for withdrawal and delivery, under this Agreement; and (ii) is fully capable, without any restrictions, to operate, as nominated, to receive, store, or deliver the full amount of Customer's scheduled firm reservation quantities under this Agreement without the curtailment or interruption of any firm services to any existing or future customers; and
- (iii) As of April 1, 2017, the Nitrogen Rejection Unit will be fully operational and capable of delivering gas that meets the Pipeline Requirements.

11.9 The capitalized terms used in this Agreement shall have the following definitions:

- (i) "Gas Daily Average" means the simple arithmetic average of the prices in US\$ per MMBtu published for each applicable calendar day of the applicable Month by the McGraw-Hill Companies, or its successor-in-interest, in Platts' Gas Daily under the table "Daily Price Survey (\$/MMBtu)" under the table "Rockies/Northwest", under the row "Kern River, Opal", under the column labeled "Midpoint";
- (ii) "Maximum Termination Price" shall be based on the following schedule:

<u>Date of Termination</u>	<u>Amount</u>
April 1, 2017 – March 31, 2018	\$7.5 million
April 1, 2018 – March 31, 2019	\$7.5 million
April 1, 2019 – March 31, 2020	\$5.0 million
April 1, 2010 – March 31, 2021	\$2.5 million

- (iii) "Operational Event" excludes Repair or Maintenance under Section 6.19 of Ryckman Creek's FERC Gas Tariff, General Terms and Conditions and means (a) the failure of the facility made the subject of this Agreement to operate or function as designed with respect to the injection, storage and withdrawal of Customer's nominated Gas under this Agreement, including, but not limited to, the loss of Customer's Gas at the facility; (b) the failure of Customer's Gas as nominated for withdrawal and delivery to meet the Pipeline Requirements; (c) the curtailment of Customer's Gas receipts from Ryckman Creek under this Agreement due to Ryckman Creek's failure to meet the Pipeline Requirements; (d) the curtailment or interruption of Customer's nominated storage services under this Agreement, either partially or completely; (e) the unavailability of Primary Points of Receipt and Delivery for Customer's nominated Gas; (f) the inability of the Customer to fully utilize all of its rights under this Agreement, including its Maximum Storage Quantity, Maximum Daily Injection Quantity, Maximum Daily Withdrawal

Quantity, Storage Injection Ratchets, Storage Withdrawal Ratchets and/or Maximum Daily Delivery Quantities and/or Maximum Daily Receipt Quantities, to deliver or receive any portion of Customer's nominated quantities; or (g) Ryckman Creek's inability to provide the nominated quantities of gas for each cycle; and

- (iv) "Pipeline Requirements" means the pressure, quality and heat content requirements of the Questar Pipeline in effect at the time of the design of the facility made the subject of this Agreement.

11.10 Sections 11.7, 11.8 and 11.9 shall be in effect until March 31, 2021.

Exhibit A

Between Ryckman Creek Resources, LLC and

Questar Gas Company (Customer)

Dated: March 17, 2017

Transaction Confirmation

Maximum Storage Quantity ("MSQ")	2,500,000 Dth
Maximum Daily Injection Quantity ("MDIQ")	11,650 Dth
Maximum Daily Withdrawal Quantity ("MDWQ")	16,600 Dth

<u>Primary Point of Receipt*</u>	<u>Maximum Daily Receipt Quantity ("MDRQ")</u>
Questar Pipeline Company	11,650 Dth

<u>Primary Point of Delivery*</u>	<u>Maximum Daily Delivery Quantity ("MDDQ")</u>
Questar Pipeline Company	16,600 Dth

* Customer shall have the right to use secondary Point(s) of Receipt and Point(s) of Delivery

Start Date: April 1, 2017

End Date: March 31, 2021

ROFR: _____ Yes X No

Storage Reservation Charge	\$0.09/Dth-mo
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Withdrawal Reservation Charge	N/A \$/Dth-mo
-------------------------------	---------------

Injection Reservation Charge	N/A \$/Dth-mo
------------------------------	---------------

Storage Injection Charge	\$0.015/Dth
--------------------------	-------------

Storage Withdrawal Charge	\$0.010/Dth
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Fuel Reimbursement	2.5%
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Customer: Questar Gas Company

Storage Injection Ratchets:	<u>MDQ MMBtu</u>	<u>Injection MMBtu/d</u>	<u>Days</u>
	0 - 2,500,000	11,650	214

Storage Withdrawal Ratchets:	<u>MDQ MMBtu</u>	<u>Withdrawal MMBtu/d</u>	<u>Days</u>
------------------------------	------------------	---------------------------	-------------

2,500,000 - 0

16,600

151

Other Terms: _____

Questar Gas Company

Signature: /s/_____

Date: 03/14/2017

Ryckman Creek Resources, LLC's Approval:

Signature: /s/_____

Date: 03/17/2017

FIRM GAS STORAGE SERVICE AGREEMENT

This Agreement amends and replaces in its entirety the prior Firm Gas Storage Service Agreement, dated April 18, 2011 between the Parties, and is made as of the ~~18th~~17th day of ~~April, 2011~~March, 2017, by and between Ryckman Creek Resources, LLC, a Delaware limited liability company herein called “Ryckman Creek,” and Questar Gas Company, a Utah Corporation, herein called “Customer,” (each of Ryckman Creek and Customer, a “Party,” and collectively, the “Parties”), pursuant to the following recitals and representations:

WHEREAS, Ryckman Creek owns and operates an underground natural gas storage facility known as the Ryckman Creek gas storage facility, located in Wyoming, and is authorized to provide natural gas storage and related services in interstate commerce by way of the Ryckman Creek gas storage facility; and

WHEREAS, Customer has requested that Ryckman Creek provide certain firm natural gas storage services for Customer; and

WHEREAS, Ryckman Creek has agreed to provide such firm storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Ryckman Creek and Customer agree as follows:

ARTICLE I – SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of Ryckman Creek’s Rate Schedule FSS, and of this Agreement, Ryckman Creek shall on any day receive for injection into storage in the Ryckman Creek gas storage facility for Customer’s account a quantity of gas up to Customer’s Maximum Daily Injection Quantity as set forth on Exhibit “A” hereto, shall store quantities of gas so injected up to a Maximum Storage Quantity as set forth on Exhibit “A” hereto (on a cumulative basis), and on demand on any day shall withdraw from Customer’s Storage Inventory and deliver to Customer a quantity of gas up to Customer’s Maximum Daily Withdrawal Quantity as set forth on Exhibit “A” hereto.

ARTICLE II – POINTS OF RECEIPT AND DELIVERY

The point(s) at which the gas is to be tendered by Customer to Ryckman Creek under this Agreement shall be the point(s) designated on Exhibit “A” hereto (“Customer’s Point(s) of Receipt”).

The point(s) at which the gas is tendered by Ryckman Creek to Customer under this Agreement shall be the point(s) ~~designed~~designated on Exhibit “A” hereto (“Customer’s Point(s) of Delivery”).

ARTICLE III – PRICE

3.1 Customer agrees to pay Ryckman Creek the charges set forth on Exhibit “A” hereto for all gas storage service furnished to Customer hereunder.

3.2 Customer further agrees to pay Ryckman Creek all other applicable fees and charges as set forth in the GT&C and in the FSS Rate Schedule.

3.3 Customer shall reimburse Ryckman Creek for all applicable taxes as may be assessed against Ryckman Creek for the receipt, injection, storage, withdrawal and/or delivery of Customer’s gas. In addition, Customer shall reimburse Ryckman Creek for Customer’s pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer’s gas in storage assessed against and paid by Ryckman Creek.

ARTICLE IV – INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in Ryckman Creek’s FSS Rate Schedule and the provisions of Ryckman Creek’s FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by Ryckman Creek).

~~Despite the foregoing, all of the creditworthiness provisions in Article 8 of the Firm Storage Service Precedent Agreement between Ryckman Creek and Customer dated April 18, 2011, as may be amended, apply to this Agreement irrespective of any different creditworthiness provisions in Ryckman Creek’s FERC Gas Tariff.~~

ARTICLE V – TERM OF AGREEMENT

This Agreement shall be effective as of April 1, ~~2012~~2017 and shall remain in force and effect until March 31, ~~2017~~2021 (the “Primary Term”); ~~provided that~~), unless otherwise terminated earlier under the terms of this Agreement ~~shall remain in effect until the expiration of any transaction(s) executed by the parties pursuant to this Agreement.~~

ARTICLE VI – NOTICES

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:

Ryckman Creek:	Ryckman Creek Resources, LLC 3 Riverway, Suite 1100 Houston, Texas 77056
Attention:	Marketing

Customer:

Notices: Questar Gas Company
180 E. 100 S.
SLC, UT 84111
Attention: Gas Supply, Tina Faust

Billing: Questar Gas Company
180 E. 100 S.
SLC, UT 84111
Attention: Gas Supply, ~~Jeff Callor~~ Accounting

Or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Mountain Time. Notice received before 5 p.m. Mountain Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Mountain Time shall be deemed effective the day following receipt.

ARTICLE VII – TRANSFER AND ASSIGNMENT

Any company which shall succeed by purchase, merger, consolidation, or otherwise to the properties, substantially as an entirety, of Ryckman Creek or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of Ryckman Creek's FERC Gas Tariff. It is agreed however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VIII – LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX – LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.

ARTICLE X – WAREHOUSEMEN’S LIEN

10.1 CUSTOMER HEREBY ACKNOWLEDGES THAT RYCKMAN CREEK SHALL BE ENTITLED TO, AND RYCKMAN CREEK HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY RYCKMAN CREEK FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY RYCKMAN CREEK, AS PROVIDED IN THE TEXAS UNIFORM COMMERCIAL CODE WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT RYCKMAN CREEK SHALL BE ENTITLED TO, AND RYCKMAN CREEK HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

10.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO THE TEXAS UNIFORM COMMERCIAL CODE, SHIPPER HEREBY AGREES THAT:

- (i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL THE MONTHLY STATEMENTS RENDERED BY RYCKMAN CREEK TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN RYCKMAN CREEK’S TARIFF, SHALL BE DEEMED A “WAREHOUSE RECEIPT” FOR ALL PURPOSES WITH RESPECT TO THE TEXAS UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;
- (ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, EXHIBIT A OF THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 6.16 OF THE GENERAL TERMS AND CONDITIONS);
- (iii) THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED;
- (iv) THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE CONTRACT, AND
- (v) THE SIGNATURE OF RYCKMAN CREEK ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

ARTICLE XI – MISCELLANEOUS

11.1 This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

11.2 No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

11.3 If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, save and except for Sections 11.7, 11.8 and 11.9, such declaration shall in no way effect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

11.4 No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

11.5 This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than Ryckman Creek or Customer.

11.6 This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

11.7 The following events shall constitute “Events of Default”:

- (i) Ryckman Creek fails to perform or breaches any material obligation under this Agreement (other than any breaches under items (ii), (iii) or (iv) of this Section 11.7, which breaches shall be handled in accordance with those items as applicable) that prevents Ryckman Creek from being able to store, receive or deliver any portion of Customer’s scheduled firm reservation quantities as nominated if such failure is not remedied within seven (7) calendar days after receipt of written notice from Customer. Notwithstanding the foregoing, this provision may not be used to extend the timeframe of an Operational Event or a Force Majeure event, nor shall the remedy period referenced in this provision exempt or be interpreted as releasing Ryckman Creek from its obligation under FERC regulations to provide gas to Customer as nominated.

- (ii) Ryckman Creek breaches any material representation or warranty in Section 11.8 of this Agreement that prevents Ryckman Creek from being able to store, receive or accept any portion of Customer's scheduled firm reservation quantities as nominated, if such breach is not remedied within seven (7) calendar days after receipt of written notice from Customer.
- (iii) Ryckman Creek's declaration of an event(s) of Force Majeure, whether based on one or more claimed events, that impairs or prevents Ryckman Creek from being able to store, receive or deliver any portion of Customer's scheduled firm reservation quantities under this Agreement as nominated (a) for a period of seven (7) consecutive calendar days, or (b) for thirty (30) or more cumulative calendar days in any rolling 365-day period; provided, however, that Customer shall not have a right to terminate this Agreement under this subparagraph (iii) for Ryckman Creek's declaration of an event of Force Majeure if such event of Force Majeure is due to an event caused by or attributable directly to Customer's actions or inaction. In addition, if Customer has a right to terminate this Agreement under this subparagraph (iii), but the subject event(s) of Force Majeure is(are) incapable of being fully cured within the subject period under the applicable (a) or (b) above, through no fault of Ryckman Creek, and provided that (1) Customer pre-approves (in its sole discretion) the proposed cure, which approval shall not be unreasonably withheld, and since time is of the essence, Customer will respond within three (3) business days following the calendar day Customer receives the notice from Ryckman Creek and if not approved shall state the reasons for not approving the proposed cure, and (2) if approved by Customer, Ryckman Creek promptly initiates and diligently pursues such cure after the occurrence of such event(s) (in accordance with Customer's approval), then Ryckman Creek shall be afforded an additional thirty (30) calendar days after the end of the subject period under the applicable (a) or (b) above to fully cure such event so as to be able to receive, store, or deliver any portion of Customer's nominated Gas under this Agreement. If Ryckman Creek is unable to fully cure the event within such additional time period, Customer shall have the right to terminate this Agreement based on such Event(s) of Default. In the event Customer does not approve a proposed cure, the periods under applicable (a) or (b) above shall be extended to include the number of calendar days from Customer's receipt of the proposed cure and the date Customer provides notice of denial of the proposed cure.
- (iv) An Operational Event(s) occurs that impairs or prevents Ryckman Creek from being able to store, receive or deliver any portion of Customer's scheduled firm reservation quantities under this Agreement as nominated(a) for a period of seven (7) consecutive calendar days, or (b) for thirty (30) cumulative calendar days within any rolling 365-day period, provided that, if the subject Operational Event(s) is(are) incapable of being fully cured within the subject period under the applicable (a) or (b) above, through no fault of Ryckman Creek, and provided that (1) Customer pre-approves (in its sole discretion) the proposed cure, which approval shall not be

unreasonably withheld, and since time is of the essence, Customer will respond within three (3) business days following the calendar day Customer receives the notice from Ryckman Creek and if not approved shall state the reasons for not approving the proposed cure, and (2) if approved by Customer, Ryckman Creek promptly initiates and diligently pursues such cure after the occurrence of such Operational Event(s) (in accordance with Customer's approval), then Ryckman Creek shall be afforded an additional thirty (30) calendar days after the end of the subject period under the applicable (a) or (b) above to fully cure such Operational Event(s) so as to be able to receive, store or deliver any portion of Customer's nominated Gas under this Agreement. If Ryckman Creek is unable to fully cure the event within such additional time period, Customer shall have the right to terminate this Agreement based on such Event(s) of Default. In the event Customer does not approve a proposed cure, the periods under applicable (a) or (b) above shall be extended to include the number of calendar days from Customer's receipt of the proposed cure and the date Customer provides notice of denial of the proposed cure.

Unless the Event of Default has been fully and completely cured by Ryckman Creek, upon Customer's written notice to Ryckman Creek of an Event of Default under this Section 11.7, Ryckman Creek shall be in default under this Agreement, and Customer shall be (i) entitled to any and all remedies available to it at law or in equity, including but not limited to fully suspending performance under this Agreement and/or terminating this Agreement, and (ii) relieved of any obligation to pay Ryckman Creek for any charges for gas storage services, or any other applicable fees and charges set forth in this Agreement, the GT&Cs and/or the FSS Rate Schedule (collectively "Charges") as of the date of any suspension/termination, save and except for any Charges that are rightfully due and owing to Ryckman Creek for periods of time prior to such suspension/termination. If Customer elects to terminate this Agreement, Ryckman Creek shall immediately, but not later than three (3) business days after requested by Customer, allow Customer to withdraw its Storage Inventory according to its full maximum daily withdrawal rights for as many calendar days as is necessary for the full withdrawal of such Storage Inventory as set forth in Customer's terminated Agreement. However, if Ryckman Creek is unable to deliver Gas to Customer in a quantity equivalent to Customer's Storage Inventory as required under the prior sentence, at Customer's election and upon written notice to Ryckman Creek, Customer may require Ryckman Creek to purchase the entire remaining portion of such Storage Inventory at a price equivalent to the Gas Daily Average for the Month immediately preceding the termination of the Agreement (such price being the "Termination Price"), with payment for such storage Inventory purchase being immediately due and owing, and any such payment may be netted against any payment due and owing by Customer to Ryckman Creek under this Agreement. Ryckman Creek shall not be obligated to pay Customer more than the Maximum Termination Price under the prior sentence.

11.8 Ryckman Creek represents and warrants to the Customer that:

- (i) As of the date of this Agreement, the facility made the subject of this Agreement is designed with respect to the injection, storage and withdrawal of Gas, as well as the

receipt and delivery of the Gas as nominated for withdrawal and delivery, to meet the Pipeline Requirements in effect;

(ii) As of April 1, 2017, the facility made the subject of this Agreement (i) will be operating and functioning as designed with respect to the injection, storage and withdrawal of Customer's nominated Gas, as well as the receipt and delivery of Customer's Gas as nominated for withdrawal and delivery, under this Agreement; and (ii) is fully capable, without any restrictions, to operate, as nominated, to receive, store, or deliver the full amount of Customer's scheduled firm reservation quantities under this Agreement without the curtailment or interruption of any firm services to any existing or future customers; and

(iii) As of April 1, 2017, the Nitrogen Rejection Unit will be fully operational and capable of delivering gas that meets the Pipeline Requirements.

11.9 The capitalized terms used in this Agreement shall have the following definitions:

(i) "Gas Daily Average" means the simple arithmetic average of the prices in US\$ per MMBtu published for each applicable calendar day of the applicable Month by the McGraw-Hill Companies, or its successor-in-interest, in Platts' Gas Daily under the table "Daily Price Survey (\$/MMBtu)" under the table "Rockies/Northwest", under the row "Kern River, Opal", under the column labeled "Midpoint";

(ii) "Maximum Termination Price" shall be based on the following schedule:

<u>Date of Termination</u>	<u>Amount</u>
<u>April 1, 2017 – March 31, 2018</u>	<u>\$7.5 million</u>
<u>April 1, 2018 – March 31, 2019</u>	<u>\$7.5 million</u>
<u>April 1, 2019 – March 31, 2020</u>	<u>\$5.0 million</u>
<u>April 1, 2020 – March 31, 2021</u>	<u>\$2.5 million</u>

(iii) "Operational Event" excludes Repair or Maintenance under Section 6.19 of Ryckman Creek's FERC Gas Tariff, General Terms and Conditions and means (a) the failure of the facility made the subject of this Agreement to operate or function as designed with respect to the injection, storage and withdrawal of Customer's nominated Gas under this Agreement, including, but not limited to, the loss of Customer's Gas at the facility; (b) the failure of Customer's Gas as nominated for withdrawal and delivery to meet the Pipeline Requirements; (c) the curtailment of Customer's Gas receipts from Ryckman Creek under this Agreement due to Ryckman Creek's failure to meet the Pipeline Requirements; (d) the curtailment or interruption of Customer's nominated storage services under this Agreement, either partially or completely; (e) the unavailability of Primary Points of Receipt and Delivery for Customer's nominated Gas; (f) the inability of the Customer to fully utilize all of its rights under this Agreement, including its Maximum Storage Quantity, Maximum Daily Injection Quantity, Maximum Daily Withdrawal

Quantity, Storage Injection Ratchets, Storage Withdrawal Ratchets and/or Maximum Daily Delivery Quantities and/or Maximum Daily Receipt Quantities, to deliver or receive any portion of Customer's nominated quantities; or (g) Ryckman Creek's inability to provide the nominated quantities of gas for each cycle; and

(iv) "Pipeline Requirements" means the pressure, quality and heat content requirements of the Questar Pipeline in effect at the time of the design of the facility made the subject of this Agreement.

11.10 Sections 11.7, 11.8 and 11.9 shall be in effect until March 31, 2021.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

Ryckman Creek Resources, LLC

By: _____/s/
Title: ~~CEO~~

Customer: Questar Gas Company

By: _____/s/
Title: ~~Senior Vice President~~

Exhibit A

Between Ryckman Creek Resources, LLC and
Questar Gas Company (Customer)

Dated: ~~April 18, 2014~~ March 17, 2017

Transaction Confirmation

Maximum Storage Quantity ("MSQ") {Privileged} 2,500,000 Dth
Maximum Daily Injection Quantity ("MDIQ") {Privileged} 11,650 Dth
Maximum Daily Withdrawal Quantity ("MDWQ") {Privileged} 16,600 Dth

Primary Point of Receipt* Maximum Daily Receipt Quantity ("MDRQ")

Questar Pipeline Company {Privileged} 11,650 Dth

Primary Point of Delivery* Maximum Daily Delivery Quantity ("MDDQ")

Questar Pipeline Company {Privileged} 16,600 Dth

* Customer shall have the right to use secondary Point(s) of Receipt and Point(s) of Delivery

Start Date: ~~In Service Date on or about~~ April 1, ~~2012~~ 2017

End Date: ~~Later of In Service Date plus 5 years or~~ March 31, ~~2017~~ 2021

ROFR: Yes X No

Storage Reservation Charge \${Privileged} \$0.09/Dth-mo

Withdrawal Reservation Charge \${Privileged} N/A \$/Dth-mo

Injection Reservation Charge \${Privileged} N/A \$/Dth-mo

Storage Injection Charge \${Privileged} \$0.015/Dth

Storage Withdrawal Charge \${Privileged} \$0.010/Dth

Fuel Reimbursement {Privileged} 2.5%

Customer: Questar Gas Company

Storage Injection Ratchets:	<u>MDQ MMBtu</u>	<u>Injection MMBtu/d</u>	<u>Days</u>
	<u>{Privileged}</u>	<u>{Privileged}</u>	<u>{Privileged}</u>
	<u>0 - 2,500,000</u>	<u>11,650</u>	<u>214</u>

Storage Withdrawal Ratchets:	<u>MDQ MMBtu</u>	<u>Withdrawal MMBtu/d</u>	<u>Days</u>
	[Privileged]	[Privileged]	[Privileged]
	2,500,000 - 0	16,600	151

Other Terms: _____

Questar Gas Company

Signature: _____/s/_____ Date: ~~5/9/2012~~03/14/2017

Ryckman Creek Resources, LLC's Approval:

Signature: _____/s/_____ Date: ~~4/24/2012~~03/17/2017

ATTACHMENT B

Clean Copy of Proposed Tariff Changes

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3. [reserved for future use] 8.3

LIST OF NON-CONFORMING SERVICE AGREEMENTS

The following service agreements are being listed in accordance with Section 154.112(b) of the Commission's regulations. This list of agreements will be updated to reflect new agreements containing material, non-conforming provisions, with the exception of an extension in the term of one of the agreements identified below.

1. Anadarko Energy Services Company, Contract No. AND00005S, dated May 3, 2011, as amended, under Rate Schedule FSS.
2. Questar Gas Company, Contract No. QUES00004S, dated March 17, 2017, under Rate Schedule FSS.

RESERVED FOR FUTURE USE

ATTACHMENT C

Marked Versions of Proposed Tariff Changes

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List of Non-Conforming Service Agreements

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- 1. Anadarko Energy Services Company
- 2. Questar Gas Company
- 3. [reserved for future use] Sequent Energy Management, L.P.
8.3

8.1
8.2

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LIST OF NON-CONFORMING SERVICE AGREEMENTS

The following service agreements are being listed in accordance with Section 154.112(b) of the Commission's regulations. This list of agreements will be updated to reflect new agreements containing material, non-conforming provisions, with the exception of an extension in the term of one of the agreements identified below.

1. Anadarko Energy Services Company, Contract No. AND00005S, dated May 3, 2011, as amended, under Rate Schedule FSS.
2. Questar Gas Company, Contract No. QUES00004S, dated ~~April 18, 2011, as amended~~ March 17, 2017, under Rate Schedule FSS.
3. ~~Sequent Energy Management, L.P., Contract No. SEQ00003S, dated April 25, 2011, as amended, under Rate Schedule FSS.~~

~~RESERVED FOR FUTURE USE SEQ00003S
FIRM GAS STORAGE SERVICE AGREEMENT~~

~~This Agreement is made as of the 25th day of April, 2011, by and between Ryckman Creek Resources, LLC, a Delaware limited liability company herein called "Ryckman Creek," and Sequent Energy Management, L.P., a Georgia limited partnership, herein called "Customer," (each of Ryckman Creek and Customer, a "Party," and collectively, the "Parties"), pursuant to the following recitals and representations:~~

~~WHEREAS, Ryckman Creek owns and operates an underground natural gas storage facility known as the Ryckman Creek gas storage facility, located in Wyoming, and is authorized to provide natural gas storage and related services in interstate commerce by way of the Ryckman Creek gas storage facility; and~~

~~WHEREAS, Customer has requested that Ryckman Creek provide certain firm natural gas storage services for Customer; and~~

~~WHEREAS, Ryckman Creek has agreed to provide such firm storage services for Customer subject to the terms and conditions set forth in this Agreement.~~

~~NOW, THEREFORE, Ryckman Creek and Customer agree as follows:~~

~~ARTICLE I—SCOPE OF AGREEMENT~~

~~Following the commencement of service hereunder, in accordance with the terms of Ryckman Creek's Rate Schedule FSS, and of this Agreement, Ryckman Creek shall on any day receive for injection into storage in the Ryckman Creek gas storage facility for Customer's account a quantity of gas up to Customer's Maximum Daily Injection Quantity as set forth on Exhibit "A" hereto, shall store quantities of gas so injected up to a Maximum Storage Quantity as set forth on Exhibit "A" hereto (on a cumulative basis), and on demand on any day shall withdraw from Customer's Storage Inventory and deliver to Customer a quantity of gas up to Customer's Maximum Daily Withdrawal Quantity as set forth on Exhibit "A" hereto.~~

~~ARTICLE II—POINTS OF RECEIPT AND DELIVERY~~

~~The point(s) at which the gas is to be tendered by Customer to Ryckman Creek under this Agreement shall be the point(s) designated on Exhibit "A" hereto ("Customer's Point(s) of Receipt").~~

~~The point(s) at which the gas is tendered by Ryckman Creek to Customer under this Agreement shall be the point(s) designed on Exhibit "A" hereto ("Customer's Point(s) of Delivery").~~

~~ARTICLE III — PRICE AND RIGHT OF FIRST REFUSAL~~

~~3.1 — Customer agrees to pay Ryckman Creek the charges set forth on Exhibit "A" hereto for all gas storage service furnished to Customer hereunder.~~

~~3.2 — At the end of the Primary Term, Customer has a right of first refusal to match the price and terms and conditions of any offer needed by Rickman Creek with respect to the capacity held by Customer under this Agreement.~~

~~3.3 — Customer further agrees to pay Ryckman Creek all other applicable fees and charges as set forth in the GT&C and in the FSS Rate Schedule.~~

~~3.4 — Customer shall reimburse Ryckman Creek for all applicable taxes as may be assessed against Ryckman Creek for the receipt, injection, storage, withdrawal and/or delivery of Customer's gas. In addition, Customer shall reimburse Ryckman Creek for Customer's pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer's gas in storage assessed against and paid by Ryckman Creek.~~

~~ARTICLE IV — INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS~~

~~This Agreement shall be subject to the terms and conditions specified in Ryckman Creek's FSS Rate Schedule and the provisions of Ryckman Creek's FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by Ryckman Creek). Despite the foregoing, all of the creditworthiness provisions in Article 8 of the Firm Storage Service Precedent Agreement between Ryckman Creek and Customer dated April 25, 2011, as may be amended, apply to this Agreement irrespective of any different creditworthiness provisions in Ryckman Creek's FERC Gas Tariff.~~

~~ARTICLE V — TERM OF AGREEMENT~~

~~This Agreement shall be effective as of April 1, 2012 and shall remain in force and effect until March 31, 2015 (the "Primary Term"); provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the parties pursuant to this Agreement.~~

ARTICLE VI—NOTICES

~~Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:~~

~~_____ Ryckman Creek: _____ Ryckman Creek Resources, LLC
_____ 3 Riverway, Suite 1100
_____ Houston, Texas 77056
_____ Attention: _____ Marketing~~

~~_____ Customer: _____ Sequent Energy Management, L.P.~~

~~_____ Notices: _____ Sequent Energy Management, L.P.
_____ 1200 Smith Street, Suite 900
_____ Houston, Texas 77002
_____ Attention: _____ Contracts~~

~~_____ Billing: _____ Sequent Energy Management, L.P.
_____ 1200 Smith Street, Suite 900
_____ Houston, Texas 77002
_____ Attention: _____ Accounting~~

~~Or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Mountain Time. Notice received before 5 p.m. Mountain Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Mountain Time shall be deemed effective the day following receipt.~~

ARTICLE VII—TRANSFER AND ASSIGNMENT

~~Any company which shall succeed by purchase, merger, consolidation, or otherwise to the properties, substantially as an entirety, of Ryckman Creek or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of Ryckman Creek's FERC Gas Tariff. It is agreed however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.~~

ARTICLE VIII—LAW OF AGREEMENT

~~THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.~~

~~ARTICLE IX—LIMITATION OF REMEDIES, LIABILITY AND DAMAGES~~

~~Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.~~

~~ARTICLE X—WAREHOUSEMEN'S LIEN~~

~~10.1—CUSTOMER HEREBY ACKNOWLEDGES THAT RYCKMAN CREEK SHALL BE ENTITLED TO, AND RYCKMAN CREEK HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY RYCKMAN CREEK FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY RYCKMAN CREEK, AS PROVIDED IN THE TEXAS UNIFORM COMMERCIAL CODE WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT RYCKMAN CREEK SHALL BE ENTITLED TO, AND RYCKMAN CREEK HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.~~

~~10.2—IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO THE TEXAS UNIFORM COMMERCIAL CODE, SHIPPER HEREBY AGREES THAT:~~

~~(i)—THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL THE MONTHLY STATEMENTS RENDERED BY RYCKMAN CREEK TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN RYCKMAN CREEK'S TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO THE TEXAS UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;~~

~~(ii)—THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, EXHIBIT A OF THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 6.16 OF THE GENERAL TERMS AND CONDITIONS);~~

~~(iii) — THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED;~~

~~(iv) — THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE CONTRACT, AND~~

~~(v) — THE SIGNATURE OF RYCKMAN CREEK ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.~~

ARTICLE XI — MISCELLANEOUS

~~11.1 — This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.~~

~~11.2 — No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.~~

~~11.3 — If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way effect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.~~

~~11.4 — No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.~~

~~11.5 — This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than Ryckman Creek or Customer.~~

~~11.6 — This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.~~

~~IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.~~

~~Ryckman Creek Resources, LLC~~

By: _____/s/_____

Title: ~~Managing Director~~

Customer: ~~Sequent Energy Management, L.P.~~

By: _____/s/_____

Title: ~~President~~

Amended Exhibit A

Between Ryckman Creek Resources, LLC and
Sequent Energy Management, L.P. (Customer)

Dated: April 25, 2011

Transaction Confirmation

Maximum Storage Quantity ("MSQ")	3,500,000 Dth
Maximum Daily Injection Quantity ("MDIQ")	29,500 Dth
Maximum Daily Withdrawal Quantity ("MDWQ")	62,500 Dth
<u>Primary Point of Receipt</u>	<u>Maximum Daily Receipt Quantity ("MDRQ")</u>
Northwest Pipeline	14,750 Dth
Questar Overthrust Pipeline	14,750 Dth*
<u>Primary Point of Delivery</u>	<u>Maximum Daily Delivery Quantity ("MDDQ")</u>
Kern River Transmission	31,250 Dth
Northwest Pipeline	31,250 Dth
Ruby Pipeline	0 Dth*

* Upon interconnection of Ruby Pipeline, Customer may reallocate up to 20,000 Dth/day from the Northwest Pipeline Point(s) of Delivery to the Ruby Pipeline Point of Delivery.

Customer shall have the right to use secondary Point(s) of Receipt and Point(s) of Delivery

Start Date: In Service Date on or about 4/1/2012

End Date: Later of In Service Date plus three years or 3/31/2015

ROFR: Yes No

Storage Reservation Charge	\$0.110/Dth-mo
Withdrawal Reservation Charge	N/A \$/Dth-mo
Injection Reservation Charge	N/A \$/Dth-mo
Storage Injection Charge	\$0.015/Dth
Storage Withdrawal Charge	\$0.010/Dth
Fuel Reimbursement	2.5%

Customer: Sequent Energy Management, L.P.

Storage Injection Ratchets:	<u>MDQ MMBtu</u>	<u>Injection MMBtu/d</u>	<u>Days</u>
	0 3,500,000	29,500	119

Storage Withdrawal Ratchets:	MDQ MMBtu	Withdrawal MMBtu/d	Days
_____	3,500,000 - 250,000	_____	52
_____	250,000 - 0	_____	12

~~Other Terms: The Service Agreement is subject to the Ryckman Creek having an operational interconnect with Northwest Pipeline prior to In-Service Date.~~

~~Sequent Energy Management, L.P.~~

~~Signature: _____/s/_____ Date: 5/23/2012~~

~~Ryckman Creek Resources, LLC's Approval:~~

~~Signature: _____/s/_____ Date: 5/24/2012~~