

#### 4. GAS QUALITY

- 4.1 Except as otherwise provided below, all Natural Gas delivered to Big Sandy at Point(s) of Receipt and all Natural Gas delivered by Big Sandy at the Point(s) of Delivery shall conform to the following specifications:
- (a) Liquids - The Gas shall be dehydrated by Customer and free of water and hydrocarbons in liquid form at the temperature and pressure at which the Gas is delivered. The Gas shall in no event contain water vapor in excess of seven (7) pounds of water per million Cubic Feet measured at the pressure base of 14.73 Psia and 60 degrees Fahrenheit.
  - (b) Hydrogen Sulfide - The Gas shall not contain more than four (4) parts per million on a volumetric basis, or three-tenths (0.3) of a grain of hydrogen sulfide per one hundred (100) Cubic Feet.
  - (c) Total Sulfur - The Gas shall not contain more than 170 parts per million, on a volumetric basis, or ten (10.0) grains of total sulfur per one hundred (100) Cubic Feet.
  - (d) Carbon Monoxide - The Gas shall not contain more than one tenth percent (0.1%) by volume of carbon monoxide.
  - (e) Carbon Dioxide and Other Inerts - The Gas shall not contain more than four percent (4%) by volume of total combined inerts such as carbon dioxide, nitrogen, argon, and helium; provided that the total carbon dioxide content shall not exceed two and one half percent (2.5%) by volume.
  - (f) Dust, Gums and Solid Matter - The Gas shall be commercially free of dust, gums, gum-forming constituents, or other liquid or solid matter which might become separated from the Gas in the course of transportation through pipelines.
  - (g) Heating Value - The Gas shall contain a Heating Value of not less than nine hundred seventy (970) Btus per Cubic Foot calculated on a dry basis at 14.73 Psia and 60 degree Fahrenheit.
  - (h) Temperature - The Gas shall be delivered at temperatures not in excess of one-hundred degrees Fahrenheit (100°).
  - (i) Gasoline - The Gas shall contain not more than two-tenths (0.2) of a gallon of natural gasoline per 1,000 Cubic Feet.

- (j) Oxygen - The Gas shall not contain more than 2,000 parts per million (0.2%) of oxygen by volume.
- (k) Bacteria - The Gas, including any associated liquids, shall not contain any microbiological organism, active bacteria or bacterial agent capable of causing or contributing to: (i) injury to Big Sandy's pipelines, meters, regulators, or other facilities and appliances through which Customers' gas flows or (ii) interference with the proper operation of the Big Sandy Pipeline. Microbiological organisms, including, but not limited to sulfate reducing bacteria (SRB) and acid producing bacteria (ACB), when considered as a possibility, shall be tested for their existence utilizing the American Petroleum Institute test method API-R38 or other acceptable test method as determined by both parties.

Big Sandy may accept Natural Gas which differs from the quality specifications set forth above until such time as Big Sandy, in its reasonable discretion and judgment, determines that Natural Gas received for transportation must conform to the quality specifications set forth above to maintain desired standards in and/or prudent operation of Big Sandy's system. Upon such a determination, Big Sandy will notify Customer that all prospective deliveries must comply with the quality specifications set forth above or the provisions of Section 4.2 below shall be applicable to all Natural Gas tendered for transportation which does not so comply. Big Sandy will not permit deviation from the quality standards set forth above if such deviation will adversely impact the quality of service to any other Customer.

- 4.2 If, at any time, Gas tendered by Customer for transportation or by Big Sandy after transportation shall fail to substantially conform to any of the applicable quality specifications and Big Sandy notifies the delivering party of such deficiency and the delivering party fails to remedy any such deficiency within a reasonable period of time, Big Sandy may, at its option, refuse to accept delivery pending correction of the deficiency by the delivering party. In the alternative Big Sandy may continue to accept delivery and make such changes necessary to cause the Gas to conform to such specifications, in which event the delivering party shall reimburse Big Sandy for all reasonable expenses incurred by Big Sandy in effecting such changes. Failure by either Big Sandy or Customer to tender deliveries that conform to any of the applicable quality specifications shall not be construed to eliminate, or limit in any manner, the rights and obligations existing under any other provisions of the executed Service Agreement and shall not limit Big Sandy's right to refuse to accept deliveries from any Customer that fails to conform to applicable quality specifications at any time.
- 4.3 In the event that Big Sandy's acceptance of Gas which does not comply with the quality standards contained herein results in the diminution in quality, quantity, or economic value of Gas transported for others, Customer who injects or causes to

be injected such Gas into Big Sandy's system shall be liable for any damage caused thereby, and such Customer shall indemnify and hold Big Sandy harmless from any damage caused thereby; provided, however, that Customer shall not be obligated to indemnify Big Sandy from any damage resulting from Big Sandy's negligence or willful misconduct in handling the Gas tendered for delivery. In no event shall any other Customer be held liable for any damage to Big Sandy's system caused by the acceptance of Gas which does not comply with the quality standards contained herein.

- 4.4 Big Sandy shall have the right to collect from all Customers delivering Gas to Big Sandy at a common Point of Receipt their volumetric pro rata share of the cost of any additional Gas analysis and quality control equipment which Big Sandy, at its reasonable discretion, determines is required to be installed at such Point of Receipt to monitor the quality of Gas delivered.