

## Quality

1.1 Shipper represents and warrants that all Gas tendered for transportation at the Receipt Point(s) shall meet the Quality Specifications. "Quality Specifications" means, for each constituent, the more stringent of (i) the quality specifications required for the acceptance of Gas by any downstream pipeline, or (ii) Transporter's quality specifications set forth below (or as modified from time to time or as provided in any Confirmation or Agency Agreement on a non-discriminatory basis):

1.1.1 Have a Heating Value of not less than nine hundred fifty (950) Btu per cubic foot nor more than one thousand one hundred (1,100) Btu per cubic foot;

1.1.2 Be commercially free of dust, gum, gum-forming constituents, gasoline, liquid hydrocarbons, water, and any other substance of any kind that may become separated from the Gas during the handling thereof or that may cause injury to or interference with proper operation of the lines, meters, regulators, or other appliances through which it flows;

1.1.3 Not contain more than five (5) grains of total sulfur nor more than one-fourth (1/4) grain of hydrogen sulfide per one hundred (100) standard cubic feet;

1.1.4 Not contain more than one-thousand (1,000) parts per million of oxygen, and shall not contain more than two percent (2%) by volume of carbon dioxide, not contain more than three percent (3%) by volume of nitrogen or three percent (3%) by volume of total inert gases;

1.1.5 Have a temperature of not more than one hundred twenty degrees Fahrenheit (120°F) nor less than forty degrees Fahrenheit (40°F);

1.1.6 Not contain more than seven (7) pounds of water vapor per one million (1,000,000) standard cubic feet; and

1.1.7 Have a hydrocarbon dew point below forty degrees Fahrenheit (40°F).

1.2 In the event that the Gas being received does not conform to the standards outlined above, Transporter may, in its sole discretion and on a non-discriminatory basis, accept such Gas or restrict or refuse any volumes that are non-conforming or deficient.

1.3 Shipper shall be responsible for odorizing any part of the Gas delivered hereunder at the Delivery Point(s) which is diverted and/or used for any purpose for which odorization is required pursuant to regulations of the Railroad Commission of Texas.

1.4 In the event that Shipper's Gas fails to conform to any of the Quality Specifications set forth above, including, but not limited to the hydrocarbon dew point or the gross heating value or any other specification set forth above or to a more restrictive specification imposed by a

downstream pipeline to which Shipper has nominated Gas, Transporter, in its discretion and on a non-discriminatory basis, may accept such off-specification Gas for transportation and delivery to such downstream pipeline provided that Shipper has made arrangements to ensure that such off- specification Gas conforms to the applicable specification, including but not limited to any arrangements to treat, condition, or blend with other Gas (prior to it reaching such downstream pipeline). Upon request from Transporter, Shipper shall provide documentation acceptable to Transporter demonstrating that Shipper has made such contractual arrangements for such off-specification Gas on the path for which Shipper has nominated Gas. This provision shall not be construed as a general waiver to Transporter's specification and is only available where physical blending, treatment and conditioning of Gas is contracted for and will take place prior to reaching the downstream pipeline whose specifications are to be met and such acceptance and service by Transporter shall not adversely impact markets on Transporter's system.