

9. QUALITY

9.1 Specifications. The Gas delivered by either Party to the other hereunder shall meet the quality specifications of the Transporter having the then-current most stringent quality specifications which receives or delivers such Gas at the Point of Receipt or Delivery, as applicable, and, unless such Transporter's quality specifications are more stringent, shall be of such quality that it shall meet at least the following specifications:

- (a) Be commercially free from objectionable odors, dirt, dust, iron particles, gums, gum forming constituents, gasoline, PCBs, and other solid and/or liquid matter, including but not limited to water, Gas treating chemicals and well completion fluids and debris, which may become separated from the Gas during the transportation thereof.
- (b) Contain not more than one fourth (1/4) of one grain of hydrogen sulfide per one hundred (100) cubic feet, as determined by the cadmium sulfate quantitative test, nor more than five (5) grains of total sulfur per one thousand (1000) cubic feet (including the sulfur in any hydrogen sulfide and mercaptans).
- (c) The Gas delivered hereunder shall not contain more than ten (10) parts per million (0.001%) by volume of oxygen, and reasonable efforts shall be made to keep the Gas free of oxygen.
- (d) Shall not contain inert substances (carbon dioxide, nitrogen, helium, oxygen or any other dilutant compound) of more than three percent (3%) by volume of which not more than two (2%) by volume shall be carbon dioxide.
- (e) Have a heating value of not less than nine hundred fifty (950) Btus per cubic feet and not more than eleven hundred fifty (1150) Btus per cubic feet.
- (f) Have a temperature of not more than one hundred twenty degrees Fahrenheit (120 degrees F), nor less than twenty degrees Fahrenheit (20 degrees F).
- (g) Have been dehydrated by the tendering Party, by any method other than the use of a calcium chloride as desiccant, for removal of entrained water in excess of five (5) pounds of water per million (1,000,000) cubic feet of Gas as determined by a dew point apparatus approved by the Bureau of Mines or such other apparatus as may be mutually agreed upon.
- (h) Have no hydrocarbons in liquid form at the temperature and pressure at which the Gas is delivered at the Delivery Point.
- (i) Will not exceed a hydrocarbon dew point of twenty (20) degrees Fahrenheit.
- (j) Will not contain any toxic or hazardous substance, in concentrations which, in the normal use of the Gas, results in an unacceptable risk to health, is injurious to pipeline facilities, is a limit to merchantability or contrary to applicable governmental standards.

9.2 Toxic and Hazardous Substances. Customer agrees to supply or cause its designee to supply to EAST CHEYENNE upon demand, at any time and from time-to-time, a sample of liquids removed from the Gas stream at any Receipt Point, whether removed by a coalescer or otherwise, for analysis at a laboratory of EAST CHEYENNE's choosing. If at any time PCBs or any other toxic substances or chemicals that EAST CHEYENNE deems hazardous and/or in any way unsafe for transportation are found in the liquid samples supplied to EAST CHEYENNE by Customer, EAST CHEYENNE may in its sole discretion immediately cease the receipt of such Gas and any associated liquids through its facilities. Upon proof that such toxic or hazardous substances are no longer present at levels deemed unsafe by EAST CHEYENNE, EAST CHEYENNE shall restore service to Customer at the affected Receipt Point.

9.3 Rejection of Gas. Either Party shall be entitled to reject any Gas tendered to it by the other Party which does not meet the minimum specifications of Section 9.1 hereunder. Acceptance of such Gas does not constitute any waiver of EAST CHEYENNE's right to refuse to accept similarly nonconforming Gas. Customer shall be liable for and indemnify EAST CHEYENNE against and reimburse EAST CHEYENNE for all losses, damages and liabilities of any nature incurred by EAST CHEYENNE and rising from Customer's tender of natural gas at the Point(s) of Receipt not in conformance with the above specifications. EAST CHEYENNE shall be liable for and indemnify Customer against and reimburse Customer for all losses, damages and liabilities of any nature incurred by Customer and rising from EAST CHEYENNE's tender of natural gas at the Point(s) of Delivery located on EAST CHEYENNE's system not in conformance with the above specifications.