

FERC GAS TARIFF
SECOND REVISED VOLUME NO. 1
(Superseding First Revised Volume No. 1)
of
COLORADO INTERSTATE GAS COMPANY, L.L.C
filed with the
FEDERAL ENERGY REGULATORY COMMISSION

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| Section 4 | Black Hills Service Company LLC #215680-TF1CIG |
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| Section 6 | Reserved |
| Section 7 | Public Service Company of Colorado #31050000-NNT1CIG |
| Section 8 | Noble Energy, Inc. #33179000-TF1CIG |
| Section 9 | Reserved |
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| Section 11 | DCP Midstream Marketing, LLC #33761000 |
| Section 12 | Anadarko Energy Services Company #213006-TF1CIG |
| Section 13 | Anadarko Energy Services Company #213526-TFHPCIG |
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| Section 16 | Black Hills Service Company LLC #214677-TF1CIG |
| Section 17 | Rocky Mountain Midstream LLC #214627-TFHPCIG |
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| Section 20 | Public Service Company of Colorado #33342000-TF1CIG |
| Section 21 | Reserved |
| Section 22 | Colorado Springs Utilities #216641-TIHPCIG |

List of Non-Conforming Agreements:

Anadarko Energy Services Company #213006-TF1CIG
Anadarko Energy Services Company #213526-TFHPCIG
Anadarko Energy Services Company #33666000-TFHPCIG
Black Hills Service Company LLC #214677-TF1CIG
Black Hills Service Company LLC #215680-TF1CIG
Black Hills Service Company LLC #215683-TF1CIG
Black Hills Service Company LLC #217671-TF1CIG
Colorado Springs Utilities #216641-TIHPCIG
Colorado Springs Utilities #219543-TI1CIG
Concord Energy LLC #214093-TF1CIG
DCP Midstream Marketing, LLC TF-HP Agreement #33761000
DCP Midstream Marketing, LLC TF-1 Agreement #213517-TF1CIG
Noble Energy, Inc. TF-1 Agreement #33179000-TF1CIG
Public Service Company of Colorado NNT-1 Agreement #31050000-NNT1CIG
Public Service Company of Colorado TF-1 Agreement #33319000-TF1CIG
Public Service Company of Colorado TF-1 Agreement #33342000-TF1CIG
Rocky Mountain Midstream LLC #214627-TFHPCIG
Rocky Mountain Midstream LLC #216137-TF1CIG
Rocky Mountain Midstream LLC #216430-TF1CIG

PRELIMINARY STATEMENT

This Tariff Second Revised Volume No. 1 applies to the Transportation and storage of natural Gas performed by Colorado Interstate Gas Company, L.L.C. (Transporter). Transportation and storage services under this Tariff will be offered on a basis consistent with standards precluding undue discrimination to all pipelines, local distribution companies, and end users, producers, brokers, marketers, and other potential Shippers who request Transporter to provide service hereunder. This Tariff shall also apply to sales service provided by Transporter.

Transporter's system map can be found using:

<http://pipeline2.kindermorgan.com/default.aspx?code=CIG>

Use the Informational Postings menu and select Tariff, then select the Map link to view the System Map.

POINTS OF CONTACT

Payments:

Payments are subject to the terms and conditions of this Tariff including but not limited to Section 12 of the General Terms and Conditions.

Colorado Interstate Gas Company, L.L.C.
(See the address and account number identified on the invoice.)

Notices:

Any notice provided for in a Form of Service Agreement in this Tariff shall be in writing and shall be considered as having been given if hand carried, telecopied, e-mailed or mailed by United States mail, postage prepaid, to the following addresses, contained herein.

Colorado Interstate Gas Company, L.L.C.
P. O. Box 1087
Colorado Springs, Colorado 80944
Attention: Marketing Department
Facsimile No. (719) 520-4878
Telephone No. (719) 667-7528 or (719) 520-4250
E-mail: #KMWestMarketing@KinderMorgan.com

Nominations:

Nominations are subject to the terms and conditions of this Tariff, including but not limited to Section 6 of the General Terms and Conditions.

Colorado Interstate Gas Company, L.L.C.
P. O. Box 1087
Colorado Springs, Colorado 80944
Attention: Transportation/Storage Services Department
Facsimile No. (719) 520-4698
Telephone No. (800) 238-3764

Formal Complaints:

Colorado Interstate Gas Company, L.L.C.
P. O. Box 1087
Colorado Springs, Colorado 80944
Attention: Vice President, Regulatory

Informal Complaints:

Vice President, Regulatory
(719) 520-3778

STATEMENT OF RATES

| | |
|-------------|--|
| Section 1 | Service Rates |
| Section 1.1 | Firm Transportation Rates |
| Section 1.2 | No Notice Transportation Rates |
| Section 1.3 | Transportation Storage Balancing Rates |
| Section 1.4 | Firm Storage Rates |
| Section 1.5 | Interruptible Transportation Rates |
| Section 1.6 | Interruptible Storage Rates |
| Section 1.7 | Interruptible Swing Service Rates |
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SERVICE RATES

| <u>Rate Schedule</u> | Rates per Dth (Note 1) | |
|--|--|----------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| TF-1 Reservation Rate - Monthly Rate (Note 6) | \$0.0000 | \$7.4268 |
| Daily Authorized Overrun Rate | \$0.0095 | \$0.2537 |
| Hourly Authorized Overrun Rate | \$0.0095 | \$0.2537 |
| TF-1 Commodity Rate | \$0.0095 | \$0.0095 |
| TF-1 Daily Unauthorized Overrun Rate - Greater of 100 Dth or 3% of MDQ | 2 times TI-1 Maximum Commodity Rate | |
| Greater of 2,500 Dth or 5% of MDQ (Non-Critical Condition) | 2 times TI-1 Maximum Commodity Rate | |
| Greater of 2,500 Dth or 5% of MDQ (Critical Condition) | 5 times monthly Spot Index Price | |
| TF-1 Hourly Unauthorized Overrun Rate Greater of 1,000 Dth or 3% of HEA (Note 11) | | \$0.5074 |
| Greater of 1,000 Dth or 5% of HEA | | \$1.2685 |
| Greater of 1,000 Dth or 10% of HEA | | \$2.5370 |
| TF-1 North Raton Lateral Incremental Rates (Note 2) | | |
| Zone 1 | | |
| Reservation Monthly Rate | \$0.0000 | \$7.5000 |
| Commodity Rate | \$0.0003 | \$0.0003 |
| Daily Authorized Overrun Rate | \$0.0003 | \$0.2469 |
| Zone 2 | | |
| Reservation Monthly Rate | \$0.0000 | \$2.7500 |
| Commodity Rate | \$0.0001 | \$0.0001 |
| Daily Authorized Overrun Rate | \$0.0001 | \$0.0905 |

TF-1 North Raton Lateral Daily Unauthorized Overrun Rate -
Greater of 100 Dth or 3% of MDQ

2 times TI-1 Maximum Applicable
North Raton Lateral Commodity Rate

Greater of 2,500 Dth or 5% of MDQ
(Non-Critical Condition)

2 times TI-1 Maximum Applicable
North Raton Lateral Commodity Rate

Greater of 2,500 Dth or 5% of MDQ
(Critical Condition)

5 times monthly
Spot Index Price

| <u>Rate Schedule</u> | Rates per Dth (Note 1) | |
|---|--|----------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| TF-4: | | |
| Commodity Rate | \$0.0095 | \$0.3351 |
| Daily Authorized Overrun Rate | \$0.0095 | \$0.3351 |
| Hourly Authorized Overrun Rate | \$0.0095 | \$0.3351 |
| Daily Unauthorized Overrun Rate Greater of 100 Dth or 3% of MDQ | 2 times TI-1 Maximum Commodity Rate | |
| Greater of 2,500 Dth or 5% of MDQ (Non-Critical Condition) | 2 times TI-1 Maximum Commodity Rate | |
| Greater of 2,500 Dth or 5% of MDQ (Critical Condition) | 5 times monthly Spot Index Price | |
| Hourly Unauthorized Overrun Rate Greater of 1,000 Dth or 3% of HEA (Note 11) | | \$0.6701 |
| Greater of 1,000 Dth or 5% of HEA | | \$1.6753 |
| Greater of 1,000 Dth or 10% of HEA | | \$3.3506 |

| <u>Rate Schedule</u> | <u>Rates per Dth</u> <u>(Note 1)</u> | |
|--|---|----------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| TF-HP Reservation Rate - Monthly Rate (Note 6) | \$0.0000 | \$2.1494 |
| Daily Authorized Overrun Rate | \$0.0002 | \$0.0709 |
| TF-HP Commodity Rate | \$0.0002 | \$0.0002 |
| TF-HP Daily Unauthorized Overrun Rate (Note 9) - Greater of 100 Dth or 3% of MDQ | 2 times monthly Spot Index Price | |
| Greater of 2,500 Dth or 5% of MDQ (Non-Critical Condition) | 2 times monthly Spot Index Price | |
| Greater of 2,500 Dth or 5% of MDQ (Critical Condition) | 5 times monthly Spot Index Price | |
| TF-HP Hourly Unauthorized Overrun Rate (Note 9) - Greater of 1,000 Dth or 3% of HEA (Note 11) | | \$0.1418 |
| Greater of 1,000 Dth or 5% of HEA | | \$0.3545 |
| Greater of 1,000 Dth or 10% of HEA | | \$0.7090 |

| <u>Rate Schedule</u> | <u>(Note 1)</u> | |
|--|-----------------|----------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| NNT-1: (Note 12) | | |
| Reservation Rates - | | |
| Monthly rate (Note 6) | \$0.0000 | \$6.5273 |
| Delivery | \$0.0000 | \$3.4239 |
| Storage | \$0.0000 | \$1.1682 |
| Daily Balances | \$0.0000 | \$1.1682 |
| Hourly Flow Option | \$0.0000 | \$0.7670 |
| Quantity Injection Rate | \$0.0077 | \$0.0077 |
| Quantity Delivery Rate | \$0.0225 | \$0.0225 |
| Daily Authorized Delivery Overrun Rate | \$0.0225 | \$0.2373 |
| Daily Authorized Injection/Withdrawal Overrun Rate | \$0.0077 | \$0.2080 |
| Daily Authorized Storage Capacity Overrun Rate | \$0.0077 | \$0.2080 |
| Hourly Authorized Overrun Rate | \$0.0225 | \$0.1392 |
| Daily Unauthorized Overrun Rate - | | |
| Greater of 100 Dth or 3% of MDQ, MDIQ, MDWQ or MAC | | \$0.4746 |
| Greater of 2,500 Dth or 5% of MDQ, MDIQ, MDWQ or MAC (Non-Critical Condition) | | \$0.4746 |
| Greater of 2,500 Dth or 5% of MDQ, MDIQ, MDWQ or MAC (Critical Condition) | | \$2.3730 |
| Hourly Unauthorized Overrun Rate | | |
| Greater of 1,000 Dth or 3% of HEA (Note 11) | | \$0.4746 |
| Greater of 1,000 Dth or 5% of HEA | | \$1.1864 |
| Greater of 1,000 Dth or 10% of HEA | | \$2.3730 |

| <u>Rate Schedule</u> | <u>(Note 1)</u> | |
|---|-----------------|----------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| NNT-2: (Note 12) | | |
| Commodity Delivery Rate | \$0.0000 | \$0.4156 |
| Daily Authorized Delivery Overrun Rate | \$0.0225 | \$0.4156 |
| Daily Authorized Injection/Withdrawal Overrun Rate | \$0.0077 | \$0.4156 |
| Daily Authorized Storage Capacity Overrun Rate | \$0.0077 | \$0.4156 |
| Hourly Authorized Overrun Rate | \$0.0225 | \$0.4156 |
| Daily Unauthorized Overrun Rate - Greater of 100 Dth or 3% of MDQ, MDIQ, MDWQ or MAC | | \$0.8312 |
| Greater of 2,500 Dth or 5% of MDQ, MDIQ, MDWQ or MAC (Non-Critical Condition) | | \$0.8312 |
| Greater of 2,500 Dth or 5% of MDQ, MDIQ, MDWQ or MAC (Critical Condition) | | \$4.1560 |
| Hourly Unauthorized Overrun Rate | | |
| Greater of 1,000 Dth or 3% of HEA (Note 11) | | \$0.8312 |
| Greater of 1,000 Dth or 5% of HEA | | \$2.0780 |
| Greater of 1,000 Dth or 10% of HEA | | \$4.1560 |

| <u>Rate Schedule</u> | Rates per Dth (Note 1) | |
|---|---------------------------|----------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| TSB-Y: (Note 12) | | |
| Reservation Rates - | | |
| Monthly Rate (Note 6) | \$0.0000 | \$4.9046 |
| High Plains | \$0.0000 | \$2.1494 |
| Storage Deliverability | \$0.0000 | \$1.3632 |
| Storage Capacity | \$0.0000 | \$1.3920 |
| Commodity Injection Rate | \$0.0190 | \$0.0190 |
| Commodity Delivery Rate | \$0.0192 | \$0.0192 |
| Daily Authorized Delivery Overrun Rate | \$0.0002 | \$0.0709 |
| Daily Authorized Injection Overrun Rate | \$0.0380 | \$0.1150 |
| Daily Authorized Withdrawal Overrun Rate | \$0.0190 | \$0.0190 |
| Daily Authorized Storage Capacity Overrun Rate | \$0.0380 | \$0.1150 |
| Daily Unauthorized Overrun Rate - | | |
| Greater of 100 Dth or 3% of MDQ, YMDIQ, YMDWQ or YMAC | | \$0.3224 |
| Greater of 2,500 Dth or 5% of MDQ, YMDIQ, YMDWQ or YMAC (Non-Critical Condition) | | \$0.8062 |
| Greater of 2,500 Dth or 5% of MDQ, YMDIQ, YMDWQ or YMAC (Critical Condition) | | \$1.6125 |

| <u>Rate Schedule</u> | <u>Rates per Dth</u> <u>(Note 1)</u> | |
|---|---|----------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| TSB-T: (Note 12) | | |
| Reservation Rates | | |
| Monthly Rate (Note 6) | \$0.0000 | \$11.9086 |
| High Plains | \$0.0000 | \$2.1494 |
| Storage Deliverability | \$0.0000 | \$4.8796 |
| Storage Capacity | \$0.0000 | \$4.8796 |
| Commodity Injection Rate | \$0.0369 | \$0.0369 |
| Commodity Delivery Rate | \$0.0371 | \$0.0371 |
| Daily Authorized Delivery Overrun Rate | \$0.0002 | \$0.0709 |
| Daily Authorized Injection/Withdrawal Overrun Rate | \$0.0369 | \$0.1604 |
| Daily Authorized Storage Capacity Overrun Rate | \$0.0369 | \$0.1394 |
| Daily Unauthorized Overrun Rate | | |
| Greater of 100 Dth or 3% of MDQ, TMDIQ, TMDWQ or TMAC | | \$0.7830 |
| Greater of 2,500 Dth or 5% of MDQ, TMDIQ, TMDWQ or TMAC (Non-Critical Condition) | | \$1.9575 |
| Greater of 2,500 Dth or 5% of MDQ, TMDIQ, TMDWQ or TMAC (Critical Condition) | | \$3.9150 |

| <u>Rate Schedule</u> | Rates per Dth (Note 1) | |
|---|---------------------------|----------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| FS-1: (Note 12) | | |
| Reservation Rates - | | |
| Storage Capacity Rate (Monthly Rate) (Note 6) | \$0.0000 | \$0.1523 |
| Reservation Rate (Monthly Rate) (Note 6) | \$0.0000 | \$0.8978 |
| Hourly Rates of Flow Option (Monthly Rate) (Note 6) | \$0.0000 | \$0.2268 |
| Quantity Injection Rate | \$0.0077 | \$0.0077 |
| Quantity Withdrawal Rate | \$0.0077 | \$0.0077 |
| Daily Authorized Injection/Withdrawal Overrun Rate | \$0.0077 | \$0.4707 |
| Authorized Storage Capacity Overrun Rate | \$0.0077 | \$0.4707 |
| FS-Y: (Note 12) | | |
| Reservation Rates - | | |
| Storage Capacity Rate (Monthly Rate) (Note 6) | \$0.0000 | \$0.0480 |
| Reservation Rate (Monthly Rate) (Note 6) | \$0.0000 | \$1.3632 |
| Quantity Injection Rate | \$0.0190 | \$0.0190 |
| Quantity Withdrawal Rate | \$0.0190 | \$0.0190 |
| Daily Authorized Injection Overrun Rate | \$0.0380 | \$0.1150 |
| Daily Authorized Withdrawal Overrun Rate | \$0.0190 | \$0.0190 |
| Authorized Storage Capacity Overrun Rate | \$0.0380 | \$0.1150 |
| FS-T: (Note 12) | | |
| Reservation Rates | | |
| Storage Capacity Rate (Monthly Rate) (Note 6) | \$0.0000 | \$0.1394 |
| Reservation Rate (Monthly Rate) (Note 6) | \$0.0000 | \$4.8796 |
| Quantity Injection Rate | \$0.0369 | \$0.0369 |
| Quantity Withdrawal Rate | \$0.0369 | \$0.0369 |
| Daily Authorized Injection/Withdrawal Overrun Rate | \$0.0737 | \$0.3157 |
| Daily Authorized Storage Capacity Overrun Rate | \$0.0737 | \$0.3157 |

| <u>Rate Schedule</u> | Rates per Dth (Note 1) | |
|--|-------------------------------------|----------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| TI-1 | | |
| Commodity Rate (TF-1 equivalent) | \$0.0095 | \$0.2537 |
| TI-1 Daily Unauthorized Interruptible Overrun Rate | | |
| Above the greater of 100 Dth or 5% of Confirmed Delivery Quantity | 2 times TI-1 Maximum Commodity Rate | |
| Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Non-Critical Condition) | 2 times TI-1 Maximum Commodity Rate | |
| Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Critical Condition) | 5 times monthly Spot Index Price | |
| TI-1 Hourly Unauthorized Overrun Rate | | |
| Greater of 1,000 Dth or 3% of HEA (Note 11) | | \$0.5074 |
| Greater of 1,000 Dth or 5% of HEA | | \$1.2685 |
| Greater of 1,000 Dth or 10% of HEA | | \$2.5370 |

| <u>Rate Schedule</u> | Rates per Dth (Note 1) | |
|---|---|----------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| TI-1 Peak/Off-Peak Rates | | |
| <u>Four Month Designation Option</u> | | |
| Peak Month Rate | | |
| Commodity Rate | \$0.0095 | \$0.3733 |
| Four Month Option Authorized Daily Overrun Rate | \$0.0095 | \$0.3733 |
| Four Month Option Daily Unauthorized Interruptible Overrun | | |
| Above the greater of 100 Dth or 5% of Confirmed Delivery Quantity | 2 times the Four Month Peak Maximum Commodity Rate | |
| Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Non-Critical Condition) | 2 times the Four Month Peak Maximum Commodity Rate | |
| Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Critical Condition) | 5 times monthly Spot Index Price | |
| Four Month Option Hourly Unauthorized Overrun | | |
| Greater of 1,000 Dth or 3% of HEA (Note 11) | | \$0.7466 |
| Greater of 1,000 Dth or 5% of HEA | | \$1.8666 |
| Greater of 1,000 Dth or 10% of HEA | | \$3.7331 |

| <u>Rate Schedule</u> | Rates per Dth (Note 1) | |
|---|---|----------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| TI-1 Peak/Off-Peak Rates | | |
| <u>Four Month Designation Option</u> | | |
| Off Peak Month Rate | | |
| Commodity Rate | \$0.0095 | \$0.1932 |
| Four Month Option Authorized Daily Overrun Rate | \$0.0095 | \$0.1932 |
| Four Month Option Daily Unauthorized Interruptible Overrun | | |
| Above the greater of 100 Dth or 5% of Confirmed Delivery Quantity | 2 times the Four Month Off-Peak Maximum Commodity Rate | |
| Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Non-Critical Condition) | 2 times the Four Month Off-Peak Maximum Commodity Rate | |
| Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Critical Condition) | 5 times monthly Spot Index Price | |
| Four Month Option Hourly Unauthorized Overrun | | |
| Greater of 1,000 Dth or 3% of HEA (Note 11) | | \$0.3865 |
| Greater of 1,000 Dth or 5% of HEA | | \$0.9662 |
| Greater of 1,000 Dth or 10% of HEA | | \$1.9325 |

| <u>Rate Schedule</u> | Rates per Dth (Note 1) | |
|---|--|----------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| TI-1 Peak/Off-Peak Rates | | |
| <u>Three Month Designation Option</u> | | |
| Peak Month Rate | | |
| Commodity Rate | \$0.0095 | \$0.3733 |
| Three Month Option Authorized Daily Overrun Rate | \$0.0095 | \$0.3733 |
| Three Month Option Daily Unauthorized Interruptible Overrun | | |
| Above the greater of 100 Dth or 5% of Confirmed Delivery Quantity | 2 times the Three Month Peak Maximum Commodity Rate | |
| Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Non-Critical Condition) | 2 times the Three Month Peak Maximum Commodity Rate | |
| Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Critical Condition) | 5 times monthly Spot Index Price | |
| Three Month Option Hourly Unauthorized Overrun | | |
| Greater of 1,000 Dth or 3% of HEA (Note 11) | | \$0.7466 |
| Greater of 1,000 Dth or 5% of HEA | | \$1.8666 |
| Greater of 1,000 Dth or 10% of HEA | | \$3.7331 |

| <u>Rate Schedule</u> | Rates per Dth (Note 1) | |
|---|--|----------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| TI-1 Peak/Off-Peak Rates | | |
| <u>Three Month Designation Option</u> | | |
| Off Peak Month Rate | | |
| Commodity Rate | \$0.0095 | \$0.2134 |
| Three Month Option Authorized Daily Overrun Rate | \$0.0095 | \$0.2134 |
| Three Month Option Daily Unauthorized Interruptible Overrun | | |
| Above the greater of 100 Dth or 5% of Confirmed Delivery Quantity | 2 times the Three Month Off-Peak Maximum Commodity Rate | |
| Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Non-Critical Condition) | 2 times the Three Month Off-Peak Maximum Commodity Rate | |
| Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Critical Condition) | 5 times monthly Spot Index Price | |
| Three Month Option Hourly Unauthorized Overrun | | |
| Greater of 1,000 Dth or 3% of HEA (Note 11) | | \$0.4268 |
| Greater of 1,000 Dth or 5% of HEA | | \$1.0669 |
| Greater of 1,000 Dth or 10% of HEA | | \$2.1339 |

| <u>Rate Schedule</u> | Rates per Dth (Note 1) | |
|---|--|----------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| TI-1 Peak/Off-Peak Rates | | |
| <u>Two Month Designation Option</u> | | |
| Peak Month Rate | | |
| Commodity Rate | \$0.0095 | \$0.3733 |
| Two Month Option Authorized Daily Overrun Rate | \$0.0095 | \$0.3733 |
| Two Month Option Daily Unauthorized Interruptible Overrun | | |
| Above the greater of 100 Dth or 5% of Confirmed Delivery Quantity | 2 times the Two Month Peak Maximum Commodity Rate | |
| Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Non-Critical Condition) | 2 times the Two Month Peak Maximum Commodity Rate | |
| Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Critical Condition) | 5 times monthly Spot Index Price | |
| Two Month Option Hourly Unauthorized Overrun | | |
| Greater of 1,000 Dth or 3% of HEA (Note 11) | | \$0.7466 |
| Greater of 1,000 Dth or 5% of HEA | | \$1.8666 |
| Greater of 1,000 Dth or 10% of HEA | | \$3.7331 |

| <u>Rate Schedule</u> | Rates per Dth (Note 1) | |
|---|--|----------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| TI-1 Peak/Off-Peak Rates | | |
| <u>Two Month Designation Option</u> | | |
| Off Peak Month Rate | | |
| Commodity Rate | \$0.0095 | \$0.2295 |
| Two Month Option Authorized Daily Overrun Rate | \$0.0095 | \$0.2295 |
| Two Month Option Daily Unauthorized Interruptible Overrun | | |
| Above the greater of 100 Dth or 5% of Confirmed Delivery Quantity | 2 times the Two Month Off-Peak Maximum Commodity Rate | |
| Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Non-Critical Condition) | 2 times the Two Month Off-Peak Maximum Commodity Rate | |
| Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Critical Condition) | 5 times monthly Spot Index Price | |
| Two Month Option Hourly Unauthorized Overrun | | |
| Greater of 1,000 Dth or 3% of HEA (Note 11) | | \$0.4590 |
| Greater of 1,000 Dth or 5% of HEA | | \$1.1475 |
| Greater of 1,000 Dth or 10% of HEA | | \$2.2950 |

| <u>Rate Schedule</u> | Rates per Dth (Note 1) | |
|--|---------------------------|---|
| | <u>Minimum</u> | <u>Maximum</u> |
| TI-1 Peak/Off-Peak Rates | | |
| <u>One Month Designation Option</u> | | |
| Peak Month Rate | | |
| Commodity Rate | \$0.0095 | \$0.3733 |
| One Month Option Authorized Daily Overrun Rate | \$0.0095 | \$0.3733 |
| One Month Option Daily Unauthorized Interruptible Overrun | | |
| Above the greater of 100 Dth or 5% of Confirmed Delivery Quantity | | 2 times the One Month Peak Maximum Commodity Rate |
| Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Non-Critical Condition) | | 2 times the One Month Peak Maximum Commodity Rate |
| Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Critical Condition) | | 5 times monthly Spot Index Price |
| One Month Option Hourly Unauthorized Overrun | | |
| Greater of 1,000 Dth or 3% of HEA (Note 11) | | \$0.7466 |
| Greater of 1,000 Dth or 5% of HEA | | \$1.8666 |
| Greater of 1,000 Dth or 10% of HEA | | \$3.7331 |

| <u>Rate Schedule</u> | Rates per Dth (Note 1) | |
|---|--|----------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| TI-1 Peak/Off-Peak Rates | | |
| <u>One Month Designation Option</u> | | |
| Off Peak Month Rate | | |
| Commodity Rate | \$0.0095 | \$0.2427 |
| One Month Option Authorized Daily Overrun Rate | \$0.0095 | \$0.2427 |
| One Month Option Daily Unauthorized Interruptible Overrun | | |
| Above the greater of 100 Dth or 5% of Confirmed Delivery Quantity | 2 times the One Month Off-Peak Maximum Commodity Rate | |
| Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Non-Critical Condition) | 2 times the One Month Off-Peak Maximum Commodity Rate | |
| Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Critical Condition) | 5 times monthly Spot Index Price | |
| One Month Option Hourly Unauthorized Overrun | | |
| Greater of 1,000 Dth or 3% of HEA (Note 11) | | \$0.4854 |
| Greater of 1,000 Dth or 5% of HEA | | \$1.2134 |
| Greater of 1,000 Dth or 10% of HEA | | \$2.4268 |

| <u>Rate Schedule</u> | Rates per Dth (Note 1) | |
|---|---------------------------|---|
| | <u>Minimum</u> | <u>Maximum</u> |
| TI-1 North Raton Lateral Interruptible Incremental Rates (Note 2) | | |
| Zone 1 Commodity Rate | \$0.0003 | \$0.2469 |
| Zone 2 Commodity Rate | \$0.0001 | \$0.0905 |
| North Raton Lateral Daily Unauthorized Interruptible Overrun Rate | | |
| Above the greater of 100 Dth or 5% of Confirmed Delivery Quantity | | 2 times TI-1 Maximum Applicable North Raton Lateral Interruptible Commodity Rate |
| Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Non-Critical Condition) | | 2 times TI-1 Maximum Applicable North Raton Lateral Interruptible Commodity Rate |
| Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Critical Condition) | | 5 times monthly Spot Index Price |

| <u>Rate Schedule</u> | Rates per Dth (Note 1) | |
|--|---------------------------|-------------------------------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| TI-HP: | | |
| Commodity Rate | \$0.0002 | \$0.0709 |
| TI-HP Daily Unauthorized Interruptible Overrun Rate | | |
| Above the greater of 100 Dth or 5% of Confirmed Delivery Quantity | | 2 times monthly Spot Index Price |
| Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Non-Critical Condition) | | 2 times monthly Spot Index Price |
| Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Critical Condition) | | 5 times monthly Spot Index Price |
| TI-HP Hourly Unauthorized Overrun Rate | | |
| Greater of 1,000 Dth or 3% of HEA (Note 11) | | \$0.1418 |
| Greater of 1,000 Dth or 5% of HEA | | \$0.3545 |
| Greater of 1,000 Dth or 10% of HEA | | \$0.7090 |
| PAL-1 | | |
| Commodity Rate | \$0.0000 | \$0.2537 |
| PAL-HP | | |
| Initial Rate | \$0.0000 | \$0.0709 |
| Park/Loan Balance Rate | \$0.0000 | \$0.0355 |
| Completion Rate | \$0.0000 | \$0.0709 |
| APAL-1 | | |
| Monthly Park/Loan Rate (Applied monthly to the average daily balance of Gas Parked or Loaned for Shipper's account during the Month) | \$0.0000 | \$0.0500 |
| Commodity Rate | \$0.0000 | \$0.2537 |

| <u>Rate Schedule</u> | Rates per Dth (Note 1) | |
|--|---------------------------|----------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| IS-1: (Note 12) | | |
| Interruptible Storage Rate (Applied monthly to the average daily balance of Gas in storage for Shipper's account during the Month) | \$0.0000 | \$0.0755 |
| Quantity Injection Rate | \$0.0077 | \$0.0077 |
| Quantity Withdrawal Rate | \$0.0077 | \$0.0077 |
| IS-Y: (Note 12) | | |
| Interruptible Storage Rate (Applied monthly to the average daily balance of Gas in storage for Shipper's account during the Month) | \$0.0000 | \$0.0960 |
| Quantity Injection Rate | \$0.0190 | \$0.0190 |
| Quantity Withdrawal Rate | \$0.0190 | \$0.0190 |
| Daily Authorized Injection Overrun Rate | \$0.0380 | \$0.1150 |
| Daily Authorized Withdrawal Overrun Rate | \$0.0190 | \$0.0190 |
| Authorized Storage Capacity Overrun Rate | \$0.0380 | \$0.1150 |
| IS-T: (Note 12) | | |
| Interruptible Storage Rate (Applied monthly To the average daily balance of Gas in storage for Shipper's account during the Month) | \$0.0000 | \$0.2789 |
| Quantity Injection Rate | \$0.0369 | \$0.0369 |
| Quantity Withdrawal Rate | \$0.0369 | \$0.0369 |

| <u>Rate Schedule</u> | Rates per Dth (Note 1) | |
|---|---------------------------|----------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| SS-1 | | |
| Commodity Rate | \$0.0095 | \$0.2537 |
| Hourly Unauthorized Overrun Rate | | |
| Greater of 1,000 Dth or 3% of HEA (Note 11) | | \$0.5074 |
| Greater of 1,000 Dth or 5% of HEA | | \$1.2685 |
| Greater of 1,000 Dth or 10% of HEA | | \$2.5370 |
| SS-HP | | |
| Commodity Rate | \$0.0002 | \$0.0709 |
| Hourly Unauthorized Overrun Rate | | |
| Greater of 1,000 Dth or 3% of HEA (Note 11) | | \$0.1418 |
| Greater of 1,000 Dth or 5% of HEA | | \$0.3545 |
| Greater of 1,000 Dth or 10% of HEA | | \$0.7090 |

| <u>Rate Schedule</u> | <u>Rates per Dth</u> <u>(Note 1)</u> | |
|--|---|----------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| HUB-1 | | |
| No Compression Required * | | |
| Commodity Rate: | \$0.0000 | \$0.0100 |
| Compression Required | | |
| Commodity Rate (including fuel) (Note 10): | | |
| Arrowhead to Lodgepole: | | |
| (Design pressure difference 53 psig) | \$0.0051 | \$0.0187 |
| CIG to Trailblazer/WIC/Ponderosa: | | |
| (Design pressure difference 70 psig) | \$0.0052 | \$0.0198 |
| Lodgepole to CIG: | | |
| (Design pressure difference 97 psig) | \$0.0072 | \$0.0218 |
| Arrowhead to CIG: | | |
| (Design pressure difference 150 psig) | \$0.0107 | \$0.0254 |
| Lodgepole to Trailblazer/WIC: | | |
| (Design pressure difference 167 psig) | \$0.0109 | \$0.0255 |
| Arrowhead to Trailblazer/WIC: | | |
| (Design pressure difference 220 psig) | \$0.0145 | \$0.0291 |
| Commodity Rate | | |
| (No fuel included) | \$0.0010 | \$0.0146 |
| Cheyenne Hub Fuel Reimbursement | | |
| Arrowhead to Lodgepole: | | |
| (Design pressure difference 53 psig) | | .079% |
| CIG to Trailblazer/WIC/Ponderosa: | | |
| (Design pressure difference 70 psig) | | .081% |
| Lodgepole to CIG: | | |
| (Design pressure difference 97 psig) | | .121% |
| Arrowhead to CIG: | | |
| (Design pressure difference 150 psig) | | .190% |
| Lodgepole to Trailblazer/WIC: | | |
| (Design pressure difference 167 psig) | | .193% |
| Arrowhead to Trailblazer/WIC: | | |
| (Design pressure difference 220 psig) | | .264% |
| Cheyenne Station Hub Park and Loan Rate | \$0.0095 | \$0.2537 |

* No compression is required for all Hub receipt-delivery combinations not identified as Compression Required.

| <u>Rate Schedule</u> | Rates per Dth (Note 1) | |
|---|---------------------------|----------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| CS-1 Reservation Rate - Monthly Rate | \$0.0000 | \$0.6630 |
| CS-1 Commodity Rate | \$0.0003 | \$0.0003 |

| <u>Surcharge</u> | Rates per Dth (Note 1) | |
|--|---|----------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| Gas Quality Control Surcharge(s) (Note 5): | | |
| Valley Line Gas Quality Control Surcharge ("VL-GQC") | | |
| Primary Firm Entitlement Reservation Rate (Monthly) | \$0.0000 | \$0.4288 |
| Commodity Rate | \$0.0077 | \$0.0077 |
| Interruptible, Small Customer and Secondary Capacity GQC Commodity Rate | \$0.0592 | \$0.0592 |
| High Plains Gas Quality Control Surcharge ("HP-GQC") | | |
| Primary Firm Entitlement Reservation Rate (Monthly) | \$0.0000 | \$0.4288 |
| Commodity Rate | \$0.0077 | \$0.0077 |
| Interruptible and Secondary Capacity GQC Commodity Rate | \$0.0592 | \$0.0592 |
| Spruce Hill Gas Quality Control Surcharge ("SH-GQC") (Note 13) | | |
| Primary Firm Entitlement Reservation Rate (Monthly) | \$0.0000 | \$3.5000 |
| Commodity Rate | \$0.0012 | \$0.0012 |
| Interruptible and Secondary Capacity GQC Commodity Rate | \$0.4482 | \$0.4482 |
| ACA Surcharge (Note 8): | | |
| Commodity Rate | Posted on Commission website at http://www.ferc.gov | |

Rates per Dth (Note 1)

| <u>Surcharge</u> | <u>Current Reimbursement</u> | <u>True-up</u> | <u>Total</u> |
|--|----------------------------------|----------------|--------------|
| Fuel Reimbursement Percentage (Note 4): | | | |
| Transportation Fuel Gas | 0.44% | -0.06% | 0.38% |
| Lost, Unaccounted-For, and Other Fuel Gas | 0.19% | 0.01% | 0.20% |
| Storage Fuel Gas | 0.54% | 0.08% | 0.62% |
| Rate Schedule CS-1 Cheyenne Firm Compression Fuel Gas CIG to Cheyenne Plains Gas Pipeline (Design pressure difference 260 psig) | 0.66% | 6.78% | 7.44% |
| Rate Schedule CS-1 Lost and Unaccounted-For Gas | 0.27% | 1.89% | 2.16% |
| No-Fuel Wheeling Area (Note 7): | | | 0.00% |
| High Plains System | | | |
| Transportation Fuel Gas | 0.00% | 0.00% | 0.00% |
| Lost, Unaccounted-For, and Other Fuel Gas | 0.00% | 0.00% | 0.00% |
| Totem Storage Fuel and Unaccounted-For Gas | 0.82% | -0.04% | 0.78% |
| Young Storage Fuel and Unaccounted-For Gas | | | |
| Refer to Young Storage's currently effective fuel reimbursement percentage found in Part II: Statement of Rates, Section 2 – Fuel and L&U Rates. | | | |
| Incremental HP Gas Quality Control Fuel Gas Charge | 0.37% | -0.04% | 0.33% |

Fuel Reimbursement Percentage:

North Raton Lateral (Note 3)

So long as the North Raton Lateral facilities are solely connected to the CIG Mainline, North Raton Lateral Transportation Fuel Gas and Lost, Unaccounted-For, and Other Fuel Gas shall not be charged any additional mainline Fuel Gas and Lost, Unaccounted-For, and Other Fuel Gas retention percentages. See Footnotes (2) and (3).

STATEMENT OF RATES FOR TRANSPORTATION/STORAGE OF NATURAL GAS
FOOTNOTES

- (1) Rates, surcharges, and fees are stated in Dth.

For billing purposes, these charges shall be collected as set forth in the service agreement and pursuant to the General Terms and Conditions of this Tariff.

When appropriate, the transportation rate shall be adjusted to include applicable surcharges. All surcharges and fees are listed herein on the Statement of Rates and applicable surcharges are detailed in the service agreement.

- (2) The North Raton Lateral consists of two distinct zones. Zone 1 of the North Raton Lateral begins at the interconnect with the Wet Canyon Meter Station and extends 90.3 miles north. Zone 2 of the North Raton Lateral begins at the end of Zone 1 and extends 28.3 miles north to the interconnect with Line No. 212A. Shippers transporting across Zone 1 and/or Zone 2 will be charged the applicable Zone 1 and/or Zone 2 rates.
- (3) All Shippers transporting on the North Raton Lateral shall be subject to the mainline Fuel Gas and L&U. However, such Shippers will be assessed mainline Fuel Gas and Lost, Unaccounted For and Other Fuel Gas only once if the service involves mainline transportation and North Raton Lateral transportation.
- (4) The percentages for "Receipt Quantities for Transportation Fuel Gas" and "Lost, Unaccounted For and Other Fuel Gas" shown on the Statement of Rates shall be adjusted semi-annually and quarterly respectively, based upon the most recent experience (see definition of Fuel Reimbursement in Section 1 of the General Terms and Conditions). Such adjustments shall not subject Transporter to any obligation to justify its other costs or revenues or throughput. Transporter shall be allowed to adjust these percentages independent of and without regard to other rates.
- (5) See Section 33 of the General Terms and Conditions for a description of this surcharge.
- (6) For Capacity Release transactions only, Transporter has adopted the following NAESB standards. On the bidding formats, the number of decimal places for offers, bids and awards shall be equal to the number of decimal places in Transporter's stated rates (NAESB Standard 5.3.21). Converting a Daily rate to a Monthly rate is accomplished by multiplying the Daily rate times the number of Days in the rate period, dividing the result by the number of Months in the rate period, taking the remainder out to 5 decimal places, and rounding up or down to the Transporter's specified decimal place. Converting a Monthly rate to a Daily rate is accomplished by multiplying the Monthly rate by the number of Months in the rate period, dividing the result by the number of Days in the rate period, taking the remainder out to 5 decimal places, and rounding up or down to the Transporter's specified decimal place (NAESB Standard 5.3.22). Furthermore, for capacity release purposes, all Tariff rates shall be adjusted to reflect a standard calculation of Daily and Monthly rates, in conformance with NAESB Standard 5.3.23.

- (7) See Section 13.3 of the General Terms and Conditions for a description of No-Fuel Wheeling Areas.
- (8) See Section 17 of the General Terms and Conditions for a description of this Surcharge.
- (9) To the extent that CIG's High Plains system is fully contracted, all non-critical and hourly overrun activity will be deemed as authorized.
- (10) The use of the name "CIG" here represents all Hub locations not otherwise identified below. Ponderosa is an interconnect with Public Service Company of Colorado's (PSCo's) high pressure system. Arrowhead is an interconnect with Tallgrass Interstate Gas Transmission, L.L.C. Lodgepole is an interconnect with PSCo (Front Range). Trailblazer is an interconnect with Trailblazer Pipeline Company, LLC. WIC is an interconnect with Wyoming Interstate Company, L.L.C.
- (11) Hourly Entitlement Amount ("HEA") shall mean the quantity a Shipper cannot exceed before being subject to the Hourly Unauthorized Rate. Such quantity is described in the Unauthorized Overrun section of Rate Schedules TF-1, TF-HP, TI-1, TI-HP, NNT-1, NNT-2, SS-1, SS-HP and TF-4.
- (12) Rate(s) for Rate Schedules NNT-1, NNT-2, FS-1, and IS-1 shall be adjusted effective the first of the Month, the Month following the date when a new currently effective CIG Mainline Storage Average Thermal Content of Gas in Storage ("ATC") is posted on Transporter's electronic bulletin board and on Transporter's Web site under Informational Postings, as provided in Section 1 of the General Terms and Conditions of this Tariff. Such adjustment shall be made by multiplying the fraction $[(1,000) \text{ over } (\text{new effective ATC in Btu which is currently } 1,069)]$ times Shipper's Base Rate(s). For purposes of this note Shipper's "Base Rate(s)" shall be Shipper's rate(s) as calculated based on an ATC of 1,000 Btu per cubic foot.

Rate(s) for Rate Schedules TSB-Y, FS-Y and IS-Y shall be adjusted effective the first of the Month, the Month following the date when a new currently effective Young ATC is posted on Transporter's electronic bulletin board and on Transporter's Web site under Informational Postings, as provided in Section 1 of the General Terms and Conditions of this Tariff. Such adjustment shall be made by multiplying the fraction $[(1,000) \text{ over } (\text{new effective ATC in Btu which is currently } 1,101)]$ times Shipper's Base Rate(s). For purposes of this note Shipper's "Base Rate(s)" shall be Shipper's rate(s) as calculated based on an ATC of 1,000 Btu per cubic foot.

Transporter shall also adjust the rate and entitlements for Transportation between the Point of Withdrawal and Point of Delivery under Rate Schedules NNT-1 and NNT-2 to the extent capacity is available.

Rate(s) for Rate Schedules TSB-T, FS-T and IS-T shall be adjusted effective the first of the Month, the Month following the date when a new currently effective Totem ATC is posted on Transporter's electronic bulletin board and on Transporter's Web site under Informational

Postings, as provided in Section 1 of the General Terms and Conditions of this Tariff. Such adjustments shall be made by multiplying the fraction [(1,000) over (new effective ATC in Btu which is currently 1,074)] times Shipper's Base Rate(s). For purposes of this note Shipper's "Base Rate(s)" shall be Shipper's rate(s) as calculated based on an ATC of 1,000 Btu per cubic foot.

Transporter shall file revised Tariff provisions within 30 days after posting a new currently effective ATC on its electronic bulletin board. The revised Tariff provisions shall reflect the adjusted minimum and maximum rates. Transporter's minimum and maximum Base Rates are as follows:

| <u>Rate Schedule</u> | <u>Base Rates per Dth</u> <u>At 1000 Btu</u> | |
|---|---|----------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| NNT-1: | | |
| Reservation Rates - | | |
| Monthly Rate (Note 6) | \$0.0000 | \$6.9777 |
| Delivery | \$0.0000 | \$3.6602 |
| Storage | \$0.0000 | \$1.2488 |
| Daily Balances | \$0.0000 | \$1.2488 |
| Hourly Flow Option | \$0.0000 | \$0.8199 |
| Quantity Injection Rate | \$0.0082 | \$0.0082 |
| Quantity Delivery Rate | \$0.0240 | \$0.0240 |
| Daily Authorized Delivery Overrun Rate | \$0.0240 | \$0.2537 |
| Daily Authorized Injection/Withdrawal Overrun Rate | \$0.0082 | \$0.2224 |
| Daily Authorized Storage Capacity Overrun | \$0.0082 | \$0.2224 |
| Hourly Authorized Overrun Rate | \$0.0240 | \$0.1488 |

| <u>Rate Schedule</u> | Base Rates per Dth At 1000 Btu | |
|---|-----------------------------------|----------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| NNT-1: | | |
| Daily Unauthorized Overrun Rate | | |
| Greater of 100 Dth or 3% of MDQ, MDIQ, MDWQ or MAC | | \$0.5073 |
| Greater of 2,500 Dth or 5% of MDQ, MDIQ, MDWQ or MAC (Non-Critical Condition). | | \$0.5073 |
| Greater of 2,500 Dth or 5% of MDQ, MDIQ, MDWQ or MAC (Critical Condition) | | \$2.5367 |
| Hourly Unauthorized Overrun Rate | | |
| Greater of 1,000 Dth or 3% of HEA (Note 11) | | \$0.5073 |
| Greater of 1,000 Dth or 5% of HEA | | \$1.2683 |
| Greater of 1,000 Dth or 10% of HEA | | \$2.5367 |

| <u>Rate Schedule</u> | <u>Base Rates per Dth At 1000 Btu</u> | |
|--|---|----------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| NNT-2: | | |
| Commodity Delivery Rate | \$0.0000 | \$0.4443 |
| Daily Authorized Delivery Overrun Rate | \$0.0240 | \$0.4443 |
| Daily Authorized Injection/Withdrawal Overrun Rate | \$0.0082 | \$0.4443 |
| Daily Authorized Storage Capacity Overrun Rate | \$0.0082 | \$0.4443 |
| Hourly Authorized Overrun | \$0.0240 | \$0.4443 |
| Daily Unauthorized Overrun Rate | | |
| Greater of 100 Dth or 3% of MDQ, MDIQ, MDWQ or MAC. | | \$0.8886 |
| Greater of 2,500 Dth or 5% of MDQ, MDIQ, MDWQ or MAC (Non-Critical Condition) | | \$0.8886 |
| Greater of 2,500 Dth or 5% of MDQ, MDIQ, MDWQ or MAC (Critical Condition) | | \$4.4428 |
| Hourly Unauthorized Overrun Rate | | |
| Greater of 1,000 Dth or 3% of HEA (Note 11) | | \$0.8886 |
| Greater of 1,000 Dth or 5% of HEA | | \$2.2214 |
| Greater of 1,000 Dth or 10% of HEA | | \$4.4428 |

| <u>Rate Schedule</u> | <u>Base Rates per Dth at 1000 Btu</u> | |
|---|---|----------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| TSB-Y: | | |
| Reservation Rates - | | |
| Monthly Rate | \$0.0000 | \$5.1828 |
| High Plains | \$0.0000 | \$2.1494 |
| Storage Deliverability | \$0.0000 | \$1.5008 |
| Storage Capacity | \$0.0000 | \$1.5326 |
| Commodity Injection Rate | \$0.0209 | \$0.0209 |
| Commodity Delivery Rate | \$0.0211 | \$0.0211 |
| Daily Authorized Delivery Overrun Rate | \$0.0002 | \$0.0709 |
| Daily Authorized Injection Overrun Rate | \$0.0418 | \$0.1266 |
| Daily Authorized Withdrawal Overrun Rate | \$0.0209 | \$0.0209 |
| Daily Authorized Storage Capacity Overrun | \$0.0418 | \$0.1266 |
| Daily Unauthorized Overrun Rate (Note 7) - | | |
| Greater of 100 Dth or 3% of MDQ, YMDIQ, YMDWQ or YMAC. | | \$0.3408 |
| Greater of 2,500 Dth or 5% of MDQ, YMDIQ, YMDWQ or YMAC (Non-Critical Condition) | | \$0.8520 |
| Greater of 2,500 Dth or 5% of MDQ, YMDIQ, YMDWQ or YMAC (Critical Condition) | | \$1.7040 |

| <u>Rate Schedule</u> | Base Rates per Dth at 1000 Btu | |
|---|-----------------------------------|----------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| TSB-T: | | |
| Reservation Rates - | | |
| Monthly Rate | \$0.0000 | \$12.6308 |
| High Plains | \$0.0000 | \$2.1494 |
| Storage Deliverability | \$0.0000 | \$5.2407 |
| Storage Capacity | \$0.0000 | \$5.2407 |
| Commodity Injection Rate | \$0.0396 | \$0.0396 |
| Commodity Delivery Rate | \$0.0398 | \$0.0398 |
| Daily Authorized Delivery Overrun Rate | \$0.0002 | \$0.0709 |
| Daily Authorized Injection/Withdrawal Overrun Rate | \$0.0396 | \$0.1723 |
| Daily Authorized Storage Capacity Overrun Rate | \$0.0396 | \$0.1497 |
| Daily Unauthorized Overrun Rate – | | |
| Greater of 100 Dth or 3% of MDQ, TMDIQ, TMDWQ or TMAC | | \$0.8305 |
| Greater of 2,500 Dth or 5% of MDQ, TMDIQ, TMDWQ or TMAC (Non-Critical Condition) | | \$2.0763 |
| Greater of 2,500 Dth or 5% of MDQ, TMDIQ, TMDWQ or TMAC (Critical Condition) | | \$4.1526 |

| <u>Rate Schedule</u> | <u>Base Rates per Dth at 1000 Btu</u> | |
|---|---|----------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| FS-1: | | |
| Reservation Rates - | | |
| Storage Capacity Rate (Monthly Rate) (Note 6) | \$0.0000 | \$0.1628 |
| Reservation Rate (Monthly Rate) (Note 6) | \$0.0000 | \$0.9597 |
| Hourly Rates of Flow Option Monthly Rate (Note 6) | \$0.0000 | \$0.2425 |
| Quantity Injection Rate | \$0.0082 | \$0.0082 |
| Quantity Withdrawal Rate | \$0.0082 | \$0.0082 |
| Daily Authorized Injection/Withdrawal Overrun Rate | \$0.0082 | \$0.5032 |
| Daily Authorized Storage Capacity Overrun Rate | \$0.0082 | \$0.5032 |
| FS-Y: | | |
| Reservation Rates - | | |
| Storage Capacity Rate (Monthly Rate) | \$0.0000 | \$0.0528 |
| Reservation Rate (Monthly Rate) | \$0.0000 | \$1.5008 |
| Quantity Injection Rate | \$0.0209 | \$0.0209 |
| Quantity Withdrawal Rate | \$0.0209 | \$0.0209 |
| Daily Authorized Injection Overrun Rate | \$0.0418 | \$0.1266 |
| Daily Authorized Withdrawal Overrun Rate | \$0.0209 | \$0.0209 |
| Daily Authorized Storage Capacity Overrun Rate | \$0.0418 | \$0.1266 |

| <u>Rate Schedule</u> | Base Rates per Dth at 1000 Btu | |
|---|-----------------------------------|----------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| FS-T: | | |
| Reservation Rates - | | |
| Storage Capacity Rate (Monthly Rate) | \$0.0000 | \$0.1497 |
| Reservation Rate (Monthly Rate) | \$0.0000 | \$5.2407 |
| Quantity Injection Rate | \$0.0396 | \$0.0396 |
| Quantity Withdrawal Rate | \$0.0396 | \$0.0396 |
| Daily Authorized Injection/Withdrawal Overrun Rate | \$0.0792 | \$0.3391 |
| Daily Authorized Storage Capacity Overrun Rate | \$0.0792 | \$0.3391 |

| <u>Rate Schedule</u> | <u>Base Rates per Dth at 1000 Btu</u> | |
|--|---|----------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| IS-1: | | |
| Interruptible Storage Rate (Applied monthly to the average daily balance of Gas in storage for Shipper's account during the Month) | \$0.0000 | \$0.0807 |
| Quantity Injection Rate | \$0.0082 | \$0.0082 |
| Quantity Withdrawal Rate | \$0.0082 | \$0.0082 |
| IS-Y: | | |
| Interruptible Storage Rate (Applied monthly to the average daily balance of Gas in storage for Shipper's account during the Month) | \$0.0000 | \$0.1057 |
| Quantity Injection Rate | \$0.0209 | \$0.0209 |
| Quantity Withdrawal Rate | \$0.0209 | \$0.0209 |
| Daily Authorized Injection Overrun Rate | \$0.0418 | \$0.1266 |
| Daily Authorized Withdrawal Overrun Rate | \$0.0209 | \$0.0209 |
| Daily Authorized Storage Capacity Overrun Rate | \$0.0418 | \$0.1266 |
| IS-T: | | |
| Interruptible Storage Rate (Applied monthly To the average daily balance of Gas in storage for Shipper's account during the Month) | \$0.0000 | \$0.2995 |
| Quantity Injection | \$0.0396 | \$0.0396 |
| Quantity Withdrawal Rate | \$0.0396 | \$0.0396 |

- (13) Electric power costs related to Spruce Hill Air Blending Facilities shall be assessed according to the provisions of Section 31 of the General Terms and Conditions.

Statement of Negotiated Rates
(Rates per Dth)

Statement of Negotiated Rates
(Rates per Dth)

| R/S TF-1 Shipper Identification | Term of Negotiated Rate | Reservation Rate 5/ 6/ | Commodity Rate 6/ | Authorized Overrun | MDQ Dth/d | Primary Point(s) of Receipt | Primary Point(s) of Delivery |
|--|------------------------------------|-----------------------------------|------------------------------|-------------------------------|----------------------------------|--|--|
| BP Energy Company (#211039-TF1CIG) 1/ | 11/1/2020 through 10/31/2023 | 2/ | 3/ 4/ 5/ | 3/ | 18,550 <u>3,339</u> 21,889 | 291665 (KIN) King Meter Station 894180 (PAT) Patrick Draw Plant | 800078 (BEA)Beaver 800078 (BEA) Beaver |
| | | 2/ | 3/ 4/ 5/ | | | Secondary Point(s) of Receipt | Secondary Point(s) of Delivery |
| | | | | | | 49945 (BOR) BOURN RECEIPT WE | 800064 (APL) AUTO PARK&LOAN WELD |
| | | | | | | 800245 (FLY) FLYING HAWK WELD | 800094 (BKP) BAKER PEPL TEXAS |
| | | | | | | 800116 (BTW) BAXTER TO WIC SWEETWA | 800235 (ES2) ECHO SPRINGS CARB |
| | | | | | | 800760 (WAW) WAMSUTTER TO WIC SWEE | 800197 (DDB) DUDLEY BLUFFS RIO BL |
| | | | | | | 891489 (TUM) TUMBLEWEED METER | 800245 (FLY) FLYING HAWK WELD |
| | | | | | | 291665 (KIN) KING METER STATION LI | 291661 (TOM) TOMAHAWK WELD |
| | | | | | | 291761 (PTV) PLATTE VALLEY WE | 291664 (MDK) MEADOWLARK FINNEY |
| | | | | | | 291843 (PCH) PARACHUTE RIO BLA | 291666 (FRS) FLORIS BEAVER |
| | | | | | | 292020 (HST) HORSE TRAP SWEETWATER | 800058 (AHD) ARROWHEAD WELD |
| | | | | | | 292036 (LCK) LOST CREEK CIG S | 800078 (BEA) BEAVER BEAVER |
| | | | | | | 800055 (ABM) AIRPORT/BLACK BUTTE/M | 800089 (BIG) BIG BLUE MOORE |
| | | | | | | 800058 (AHD) ARROWHEAD WELD | 800104 (BOW) BOWIE WELD |
| | | | | | | 800064 (APL) AUTO PARK & LOAN WELD | 800116 (BTW) BAXTER TO WIC SWEETWA |
| | | | | | | 800078 (BEA) BEAVER | 800196 (DCM) DARK CANYON METE |
| | | | | | | 800088 (BIC) BIG CANYON POTTER | 800212 (DOV) DOVER METER STATION W |
| | | | | | | 800089 (BIG) BIG BLUE MOORE | 800229 (ELK) ELK BASIN PARK |
| | | | | | | 800104 (BOW) BOWIE WELD | 800230 (EMS) EMERALD SPRINGS LINC |
| | | | | | | 800109 (BRS) BRUSH STATION PP MOR | 800253 (FRW) FREWEN LAKE SWEETWATE |
| | | | | | | 800118 (BUL) BULLFROG/TEPEE FLATS | 800282 (GRN) GREEN RIVER NPC ST |
| | | | | | | 800139 (CHB) CHEYENNE HUB LOCATION | 800284 (GRZ) GRIZZLY METER STATION |
| | | | | | | 800140 (CHD) CHROME DOME SWEETWATE | 800335 (KAN) KANDA SWEETWATER |
| | | | | | | 800143 (CHP) CTRL HEADSTATION POOL | 800361 (LAP) LAKIN PEPL PROCESSED |
| | | | | | | 800167 (CRG) CORRAL GULCH RIO BLA | 800614 (RCD) RED CLOUD METER STATI |
| | | | | | | 800196 (DCM) DARK CANYON METE | 800638 (RNR) RINER ROAD CARBON |
| | | | | | | 800197 (DDB) DUDLEY BLUFFS RIO BL | 800666 (RTW) RAWLINS TO WIC CARBON |
| | | | | | | 800212 (DOV) DOVER METER STATION W | 800683 (SIN) SINGING GRASS CH |

2/ 3/ 4 /5

| Secondary Point(s) of Receipt | Secondary Point(s) of Delivery |
|--|---|
| 800229 (ELK) ELK BASIN PARK | 892247 (CZH) CRAZY HORSE WELD |
| 800234 (ERS) EAST ROCK SPRING | 800760 (WAW) WAMSUTTER TO WIC SWEE |
| 800235 (ES2) ECHO SPRINGS CARB | 800769 (WEL) WELD COUNTY KN W |
| 800253 (FRW) FREWEN LAKE SWEETWATE | 891044 (FOR) FORGAN BEAVER\ |
| 800255 (FSC) FIRST CREEK PP ADAMS | 891129 (DUM) DUMAS STATION MOORE |
| 800261 (FTL) FORT LUPTON DELIVERY | 891489 (TUM) TUMBLEWEED METER |
| 800272 (GIL) GILCREST WELD | 891735 (MUD) MUDDY CREEK LINCOLN |
| 800282 (GRN) GREEN RIVER NPC ST | 891832 (SSP) SAND SPRINGS RIO B |
| 800284 (GRZ) GRIZZLY METER STATION | |
| 800326 (IHP) CIG WYOMING MAINLINE HE | |
| 800332 (JHP) CIG OPAL HEADSTATION PO | |
| 800335 (KAN) KANDA SWEETWATER | |
| 800359 (LAM) LAKIN MASTER METER | |
| 800368 (LBJ) LITTLE BEAR HUER | |
| 800394 (LTH) LITTLE HORSE RECEIPT | |
| 800421 (MEW) MEWBOURN WELD | |
| 800490 (NEF) NEFF LAKE WELD | |
| 800493 (NHP) NORTHERN HEADSTATION PO | |
| 800495 (NIC) NICHOLS PP POTTER | |
| 800503 (NPL) NORTH PARK & LEND ALB | |
| 800557 (PHP) PICKETWIRE HEADSTATION | |
| 800573 (POW) POWDER RIVER CONVERS | |
| 800574 (PPL) PICKETWIRE PARK & LEN | |
| 800616 (RCL) ROAN CLIFFS GARFI | |
| 800638 (RNR) RINER ROAD CARBON | |
| 800642 (ROG) ROGGEN WELD | |
| 800666 (RTW) RAWLINS TO WIC CARBON | |
| 800681 (SHP) SOUTHERN HEADSTATION PO | |
| 800683 (SIN) SINGING GRASS CH | |
| 800694 (SPL) SOUTH PARK & LEND BEA | |
| 800709 (SWT) SWEETWATER | |
| 800715 (TCS) STORAGE INJ/WTD | |
| 800728 (TRR) TABLE ROCK RESIDU | |
| 800733 (UHP) UINTAH HEADSTATION POOL | |
| 800742 (VHP) POWDER RIVER HEADSTATIO | |
| 800759 (WAT) WATKINS ADAMS | |
| 800769 (WEL) WELD COUNTY KN W | |
| 800794 (WRM) WHITE RIVER METER | |
| 800823 (XPL) AUTO HUB PARK AND LEN | |
| 800826 (YCS) YOUNG GAS STORAGE MOR | |
| 800827 (YHP) WIND RIVER DRY HEADSTAT | |
| 800838 (ZHP) WIND RIVER WET HEADSTAT | |
| 808680 (BEN) BENT WAGON TRAIL | |
| 827250 (MTS) MEETEETSEE PARK | |
| 831595 (EDR) EAST DRY CREEK B | |
| 853800 (KIO) KIOWA | |

| 2/ | 3/ 4/ 5/ | Secondary Point(s) of Receipt | Secondary Point(s) of Delivery |
|---------|----------|--|---|
| | | 858600 (MAR) MARIANNE RECEIPT SWEE 891638 (DOR) DORSEY BIG HORN 891645 (BLF) BLUE FOREST SWEET 891706 (CLS) CARLSON PARK 891786 (EPR) ENTERPRISE NORTH 891821 (BCK) BRIDGER CREEK FREMO 891831 (SNW) SANDWASH MOFFAT 891849 (FRZ) FRITZ STATE BIG 891861 (BKF) BLACKS FORK SWEETWATE 891862 (MSN) MADISON FREMONT 891881 (CGF) CAVE GULCH FEDERA 891885 (HMF) HAMS FORK LINCOLN 891909 (FRD) FRENCHIE DRAW FREM 891938 (EGC) EAGLE CLAW NATRON 892218 (HGL) HATCH GULCH RECEIPT 892221 (CDR) CATHEDRAL RECEIPT 892242 (GDH) GARDENHIRE RECEI 892247 (CZH) CRAZY HORSE WELD 892265 (ANA) ANABUTTES RECEIP 892268 (FLT) FLAT TOP RECEIPT RIO 894180 (PAT) PATRICK DRAW PLANT SW 894500 (VAL) VALLERY PLANT MO 895008 (TAB) TABLE ROCK MASTER MET 895009 (LOS) LOST CABIN FREMONT 896030 (NBR) NATURAL BRIDGE CO 896032 (NPT) NORTH PLATTE CONVERS 965742 (NIO) NIOBRARA TOTAL R 801159 (HAM) HAMBERT RECEIPT 800298 (HFR) HEREFORD RANCH W 54079 (DUC) DUCK CREEK LARAMIE 49051 (PWF) PRAIRIE WOLF REC 49655 (PDG) PRAIRIE DOG REC 50575 (PIE) PIERCE REC WELD | |
| 3/ 4/ 5 | 3/ 4/ 5/ | All | All |

- 1/ This contract does not deviate in any material aspect from the form of service agreement or the tariff.
- 2/ As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rates(s) \$6.0833 per Dth per month which shall be payable regardless of quantities transported.

- 3/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.
- 4/ Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 5/ All applicable surcharges, unless otherwise specified, shall be the maximum charge rate as stated in Part II: Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.

- 6/ Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's EBB and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

| Statement of Negotiated Rates (Rates per Dth/day) | | | | | | |
|--|--------------------|--------|-------------------------|-------------------|----------------------------------|-----------------------------------|
| Rate Schedule TF-1 Shipper Identification | Term of Service | Dth/d | Reservation Rate (1) | Commodity Rate | Primary Point(s) of Receipt | Primary Point(s) of Delivery |
| ConocoPhillips Company #219115-TF1CIG 4/ | 5/1/22 – 4/30/25 | 13,000 | (1a) | (1) | 800212 (DOV) DOVER METER ST | 800282 (GRN) GREEN RIVER |
| | | | (1a) | (1) | Secondary Point(s) of Receipt | Secondary Point(s) of Delivery |
| | | | | | 892268 (FLT) FLAT TOP RECEIPT | 891489 (TUM) TUMBLEWEED |
| | | | | | 891645 (BLF) BLUE FOREST | 800229 (ELK) ELK BASIN |
| | | | | | 800229 (ELK) ELK BASIN | 800104 (BOW) BOWIE |
| | | | | | 291665 (KIN) KING METER STATION | 800116 (BTW) BAXTER TO WIC |
| | | | | | 858600 (MAR) MARIANNE RECEIPT | 800212 (DOV) DOVER METER |
| | | | | | 800104 (BOW) BOWIE | 800760 (WAW) WAMSUTTER TO WIC |
| | | | | | 800212 (DOV) DOVER METER | 800235 (ES2) ECHO SPRINGS |
| | | | | | 891881 (CGF) CAVE GULCH FED | 291661 (TOM) TOMAHAWK |
| | | | | | 891938 (EGC) EAGLE CLAW | 291666 (FRS) FLORIS |
| | | | | | 800235 (ES2) ECHO SPRINGS | 800638 (RNR) RINER ROAD |
| | | | | | 800638 (RNR) RINER ROAD | 800769 (WEL) WELD COUNTY KN |
| | | | | | 800769 (WEL) WELD COUNTY KN | 800058 (AHD) ARROWHEAD |
| | | | | | 800058 (AHD) ARROWHEAD | 800094 (BKP) BAKER PEPL |
| | | | | | 892242 (GDH) GARDENHIRE REC | 800361 (LAP) LAKIN PEPL |
| | | | | | 800335 (KAN) KANDA | 800335 (KAN) KANDA |
| | | | | | 800253 (FRW) FREWEN LAKE | 800253 (FRW) FREWEN LAKE |
| | | | | | 892247 (CZH) CRAZY HORSE | 892247 (CZH) CRAZY HORSE |
| | | | | | 800282 (GRN) GREEN RIVER NPC | 891044 (FOR) FORGAN |
| | | | | | 891885 (HMF) HAMS FORK | 800282 (GRN) GREEN RIVER |
| | | | | | 800234 (ERS) EAST ROCK SPRINGS | 891129 (DUM) DUMAS STATION |
| | | | | | 800089 (BIG) BIG BLUE | 291664 (MDK) MEADOWLARK |
| | | | | | 800359 (LAM) LAKIN MASTER | 800614 (RCD) RED CLOUD METER |
| | | | | | 892218 (HGL) HATCH GULCH REC | 800089 (BIG) BIG BLUE |
| | | | | | 800140 (CHD) CHROME DOME | 800666 (RTW) RAWLINS TO WIC |
| | | | | | 800666 (RTW) RAWLINS TO WIC | 891038 (MDA) MID-AMERICA |
| | | | | | 891706 (CLS) CARLSON | 891735 (MUD) MUDDY CREEK |
| | | | | | 808680 (BEN) BENT WAGON TRAIL | 800794 (WRM) WHITE RIVER |
| | | | | | 853800 (KIO) KIOWA | 292036 (LCK) LOST CREEK CIG |
| | | | | | 891831 (SNW) SANDWASH | 800230 (EMS) EMERALD SPRINGS |
| | | | | | 800055 (ABM) AIRPORT/BLACK | 800196 (DCM) DARK CANYON |
| | | | | | 800118 (BUL) BULLFROG/TEPEE | 800078 (BEA) BEAVER |
| | | | | | 895009 (LOS) LOST CABIN | 891832 (SSP) SAND SPRINGS |
| | | | | | 894180 (PAT) PATRICK DRAW | |
| | | | | | 895008 (TAB) TABLE ROCK | |
| | | | | | 800794 (WRM) WHITE RIVER | |
| | | | | | 891862 (MSN) MADISON | |
| | | | | | 292036 (LCK) LOST CREEK CIG | |
| | | | | | 800196 (DCM) DARK CANYON | |

| | | Secondary Point(s) of Receipt | Secondary Point(s) of Delivery |
|------|-----|--|---|
| (1a) | (1) | 800709 (SWT) SWEETWATER 827250 (MTS) MEETEETSEE 800616 (RCL) ROAN CLIFFS 800493 (NHP) NORTHERN HSP 800078 (BEA) BEAVER 892265 (ANA) ANABUTTES REC 800143 (CHP) CENTRAL HSP 800326 (IHP) CIG WYOMING ML 800332 (JHP) CIG OPAL HEADSTATION 800733 (UHP) UINTAH HSP 800742 (VHP) POWDER RIVER HSP 800827 (YHP) WIND RIVER DRY HSP 800838 (ZHP) WIND RIVER WET HSP | |
| | (1) | (1) | Any Receipt and Delivery Point combinations that do not pair a Primary or Secondary Receipt Point listed immediately above with a Primary or Secondary Delivery Point listed immediately above. |

Notes:

(1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.

(1a) As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) \$9.0095 per Dth per month which shall be payable regardless of quantities transported.

(2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

(3) **Surcharges, if applicable:**

All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.

(4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

(5) This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
 (Rates per Dth)

| R/S TF-1 Shipper Identification | Term of Negotiated Rate | Reservation Rate 3/5/6/ | Commodity Rate 6/ | Authorized Overrun | MDQ Dth/d | Primary Point(s) of Receipt | Primary Point(s) of Delivery |
|--|------------------------------------|------------------------------------|------------------------------|-------------------------------|----------------------|--|---|
| Colorado Natural Gas, Inc. (#218569-TF1CIG) 1/ | 7/1/2021 through 6/30/2026 | 2/ | 3/ 4/ 5/ | 3/ | 1,000 | 891645 Blue Forest | 800489 North Deertrail |
| | | | | | | Secondary Point(s) of Receipt | Secondary Point(s) of Delivery |
| | | 2/ | 3/ 4/ 5/ | 3/ | | All | All |

- 1/ This contract does not deviate in any material aspect from the form of service agreement or the tariff.
- 2/ As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rates(s) \$9.0095 per Dth per month which shall be payable regardless of quantities transported.
- 3/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.
- 4/ Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

- 5/ All applicable surcharges, unless otherwise specified, shall be the maximum charge rate as stated in Part II: Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.

- 6/ Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's EBB and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

Statement of Negotiated Rates
 (Rates per Dth)

| <u>R/S TF-1 Shipper Identification</u> | <u>Term of Negotiated Rate</u> | <u>Reservation Rate 2/ 3/ 5</u> | <u>Commodity Rate 2/ 4/ 5/</u> | <u>Dth/d</u> | <u>Primary Point(s) of Receipt</u> | <u>Primary Point(s) of Delivery</u> |
|---|------------------------------------|-------------------------------------|------------------------------------|--------------|--|--|
| Colorado Springs Utilities (#33248000-TF1CIG) 1/ | 12/01/21 through 03/31/27 | \$8.5167 | \$0.0000 | 10,000 | Dover | Drennan Road McClintock North Colorado Springs Security South Colorado Springs |
| | | | | | <u>Primary and Secondary Point(s) of Receipt</u> | <u>Primary and Secondary Point(s) of Delivery</u> |
| | | 2/ 3/ 5/ | 2/ 4/ 5/ | | All | All |

- 1/ This contract does not deviate in any material aspect from the form of service agreement or the tariff.
- 2/ Unless otherwise agreed to by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral incremental facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.
- 3/ As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$8.5167per Dth per month, which shall be payable regardless of quantities transported.

- 4/ As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$0.0000 per Dth.
- 5/ Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

| Statement of Negotiated Rates (Rates per Dth) | | | | | | |
|---|------------------------------------|--------------------------------------|------------------------------------|--------------|--|---|
| <u>R/S TF-1 Shipper Identification</u> | <u>Term of Negotiated Rate</u> | <u>Reservation Rate 2/ 3/ 5/</u> | <u>Commodity Rate 2/ 4/ 5/</u> | <u>Dth/d</u> | <u>Primary Point(s) of Receipt</u> | <u>Primary Point(s) of Delivery</u> |
| Colorado Springs Utilities (#33259000-TF1CIG) 1/ | 12/01/21 through 3/31/27 | \$8.5167 | \$0.0000 | 5,000 | Dover | Drennan Road McClintock North Colorado Springs Security South Colorado Springs |
| | | | | | <u>Primary and Secondary Point(s) of Receipt</u> | <u>Primary and Secondary Point(s) of Delivery</u> |
| | | 2/ 3/ 5/ | 2/ 4/ 5/ | | All | All |

- 1/ This contract does not deviate in any material aspect from the form of service agreement or the tariff.
- 2/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.
- 3/ As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$8.5167 per Dth per month, which shall be payable regardless of quantities transported.

- 4/ As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$0.0000 per Dth.
- 5/ Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

Reserved

Statement of Negotiated Rates
 (Rates per Dth)

| <u>R/S TF-1</u> <u>Shipper Identification</u> | <u>Term of</u> <u>Negotiated Rate</u> | <u>Reservation</u> <u>Rate</u> | <u>Commodity</u> <u>Rate</u> | <u>Dth/d</u> | <u>Primary Point(s)</u> <u>of Receipt 4/</u> | <u>Primary Point(s)</u> <u>of Delivery 4/</u> |
|---|---|-----------------------------------|---------------------------------|--------------|---|--|
| The Western Sugar Cooperative (#214936-TF1CIG) | Commencing on the date that (i) the additional facilities required to provide transportation service to Shipper ("Additional Facilities") are completed and ready for service and (ii) Transporter is authorized to place the Additional Facilities into service ("In-Service Date"), which is anticipated to be August 1, 2019, and ending one hundred and eighty (180) months from the In-Service Date. | 2/ | 3/ | 6,000 | Cheyenne Hub Watkins | Arrowhead Western Sugar |
| | | | | | <u>Secondary Point(s)</u> <u>of Receipt</u> | <u>Secondary Point(s)</u> <u>of Delivery</u> |
| | | 2/ | 3/ | | All | All |
| 1/ | This contract does not deviate in any material aspect from the form of service agreement or the tariff. | | | | | |
| 2/ | As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the parties agree to the following negotiated rates(s) \$2.1292 per Dth per month for the period May through August and \$9.0095 per Dth per month for the period of September through April, which are applicable to primary points of receipt and delivery. The reservation rate for all secondary points of receipt and delivery shall be Transporter's maximum rate for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlements or quantities scheduled by Transporter on the High Plains or North Rate Lateral facilities shall be subject, as applicable, to the appropriate High Plains or North Raton Lateral incremental reservation and commodity rates. Reservation rates shall be payable regardless of quantities transported. | | | | | |

- 3/ The Commodity Rate for shall be Transporter's maximum rate for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlements or quantities scheduled by Transporter on the High Plains or North Rate Lateral facilities shall be subject, as applicable, to the appropriate High Plains or North Raton Lateral incremental reservation and commodity rates. Reservation rates shall be payable regardless of quantities transported.
- 4/ Commencing on the In-Service Date and during each month the agreement is in effect, for the months of May through August, the primary receipt is Cheyenne Hub and the primary delivery point is Arrowhead, and for the months of September through April, the primary receipt point is Watkins and the primary delivery point is Western Sugar.
- 5/ Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 6/ All applicable surcharges, unless otherwise specified, shall be the maximum charge rate as stated in Part II: Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.

- 7/ Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's EBB and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

Statement of Negotiated Rates
 (Rates per Dth)

| R/S TF-1 Shipper Identification | Term of Negotiated Rate | Reservation Rate 5/ 6/ | Commodity Rate 5/ 6/ | Authorized Overrun | MDQ Dth/d | Primary Point(s) of Receipt | Primary Point(s) of Delivery |
|--|------------------------------------|-----------------------------------|---------------------------------|-------------------------------|----------------------|--|---|
| Black Hills Service Company, LLC (#218854-TF1CIG) 7/ | 1/1/2022 through 10/31/2023 | 2/ | 1/ 4/ 5/ | 1/ | 13,000 | 800556 Timbercr/CIG | 892315 Black Wolf |
| | 11/1/2023 through 10/31/2024 | 3/ | 1 /4/ 5/ | 1/ | | | |
| | | | | | | Secondary Point(s) of Receipt | Secondary Point(s) of Delivery |
| | | 2/ 3/ | 1/ 4/ 5/ | 1/ | | Any | Any |

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.
- 2/ As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rates(s) \$17.3375, inclusive of any otherwise applicable incremental lateral reservation rate (e.g., North Raton Lateral Incremental Reservation Rates) except for the High Plains system incremental lateral reservation rate (i.e., the TF-HP Reservation Rate), which shall be payable regardless of quantities transported.
- 3/ As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rates(s) \$19.2629, inclusive of any otherwise applicable lateral incremental reservation rate (e.g., North Raton Lateral Incremental Reservation Rates) except for the High Plains system incremental lateral reservation rate (i.e., the TF-HP Reservation Rate), which shall be payable regardless of quantities transported.

- 4/ Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 5/ All applicable surcharges, unless otherwise specified, shall be the maximum charge rate as stated in Part II: Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.

- 6/ Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's EBB and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.
- 7/ This contract does not deviate in any material aspect from the form of service agreement or the tariff.

| Statement of Negotiated Rates (Rates per Dth/day) | | | | | | | |
|--|--------------------|--------------|----------------------------|--------------------------|-----------------------|--|-----------------------------------|
| Rate Schedule TF-1 Shipper Identification | Term of Service | Dth/d | Reservation Rate (1)(4) | Commodity Rate (2)(4) | Authorized Overrun | Primary Point(s) of Receipt | Primary Point(s) of Delivery |
| Northwestern Corporation #219389-TF1CIG (3) | 7/1/22 – 6/30/27 | 1,250 | (1a) | (1) | (1) | 291665 (KIN) KING METER ST 800212 (DOV) DOVER METER ST 892265 (ANA) ANNABUTTES RECEIPT | 800284 (GRZ) GRIZZLY |
| | | 6,800 | | | | | |
| | | <u>1,250</u> | | | | | |
| | Total | 9,300 | | | | | |
| | | | | | | Secondary Point(s) of Receipt | Secondary Point(s) of Delivery |
| | | | | | | ALL | ALL |

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (1a) As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) \$9.0095 per Dth per month which shall be payable regardless of quantities transported.
- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) **Surcharges, if applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:
The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:
The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.
- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.
- (5) This contract does not deviate in any material aspect from the form of service agreement.

| Statement of Negotiated Rates (Rates per Dth/day) | | | | | | | |
|--|--------------------|--------|----------------------------|--------------------------|-----------------------|--|--|
| Rate Schedule TF-1 Shipper Identification | Term of Service | Dth/d | Reservation Rate (1)(4) | Commodity Rate (2)(4) | Authorized Overrun | Primary Point(s) of Receipt | Primary Point(s) of Delivery |
| Northwestern Corporation #219433-TF1CIG (3) | 11/1/22 – 10/31/32 | 15,700 | (1a) | (1) | (1) | 800212 (DOV) DOVER METER ST | 800284 (GRZ) GRIZZLY |
| | | | (1) | (1) | | Secondary Point(s) of Receipt | Secondary Point(s) of Delivery |
| | | | | | | All CIG Points of Receipt except those requiring incremental rates (e.g., High Plains or North Raton Lateral Points of Receipt) | All CIG Points of Delivery except those requiring incremental rates (e.g., High Plains or North Raton Lateral Points of Delivery) |

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (1a) As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) \$9.0095 per Dth per Month, which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) **Surcharges, if applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:
The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:
The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.
- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.
- (5) This contract does not deviate in any material aspect from the form of service agreement.

| Statement of Negotiated Rates (Rates per Dth/day) | | | | | | |
|--|--------------------|------------|--------------------------|-------------------------|---|---|
| Rate Schedule TF-1 Shipper Identification | Term of Service | Dth/d | Reservation Rate (1) | Commodity Rate | Primary Point(s) of Receipt | Primary Point(s) of Delivery |
| Tenaska Marketing Ventures #220128-TF1CIG | 4/1/23 –3/31/28 | 45,500 | (1a)(1b)(1c) | (1) | 592027 (RTC) RITA CANYON | 800078 (BEA) BEAVER |
| | | <u>500</u> | (1d)(1e) | 800361 (LAP) LAKIN PEPL | | |
| | | Total | 46,000 | | | |
| | | | | | Secondary Point(s) of Receipt | Secondary Point(s) of Delivery |
| | | | (1a)(1b)(1c) (1d)(1e) | | 592027 (RTC) RITA CANYON | 800078 (BEA) BEAVER 800361 (LAP) LAKIN PEPL 891292 (WTX) WEST TEXAS 891129 (DUM) DUMAS STATION 891490 (PAL) PALO DURO 891797 (BRW) BARBWIRE 891820 (CTL) CATTLE GUARD 291666 (FRS) FLORIS 800094 (BKP) BAKER 800089 (BIG) BIG BLUE 891489 (TUM) TUMBLEWEED 891044 (FOR) FORGAN |
| | | | (1) | (1) | Any Receipt and Delivery Point combinations that do not pair a Primary or Secondary Receipt Point listed immediately above with a Primary or Secondary Delivery Point listed immediately above in this Exhibit B. | |

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (1a) As provided in GT&C Section 4.17 of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$3.6500 per Dth per Month for the period April 1, 2023 through March 31, 2024 which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- (1b) As provided in GT&C Section 4.17 of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$4.5625 per Dth per Month for the period April 1, 2024 through March 31, 2025 which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported..

- (1c) As provided in GT&C Section 4.17 of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$5.4750 per Dth per Month for the period April 1, 2025 through March 31, 2026 which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- (1d) As provided in GT&C Section 4.17 of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$6.3875 per Dth per Month for the period April 1, 2026 through March 31, 2027 which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- (1e) As provided in GT&C Section 4.17 of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$7.4268 per Dth per Month for the period April 1, 2027 through March 31, 2028 which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) **Surcharges, if applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:
The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:
The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.
- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.
- (5) This contract does not deviate in any material aspect from the form of service agreement.

| Statement of Negotiated Rates (Rates per Dth/day) | | | | | | |
|--|--------------------|--------------|-------------------------|-------------------|--|--|
| Rate Schedule TF-1 Shipper Identification | Term of Service | MDQ Dth/d | Reservation Rate (1) | Commodity Rate | Primary Point(s) of Receipt | Primary Point(s) of Delivery |
| Tenaska Marketing Ventures #220158-TF1CIG | 6/1/23 –3/31/27 | 27,500 | (1a) | (1) | 800212 (DOV) DOVER 800229 (ELK) ELK BASIN 892265 (ANA) ANABUTTES | 800282 (GRN) GREEN RIVER 800335 (KAN) KANDA 891735 (MUD) MUDDY CREEK |
| | | | (1a) | (1) | Secondary Point(s) of Receipt | Secondary Point(s) of Delivery |
| | | | | | All | All |

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (1a) As provided in GT&C Section 4.17 of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$7.7319 per Dth per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) **Surcharges, if applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:
The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:
The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.
- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.
- (5) This contract does not deviate in any material aspect from the form of service agreement.

RATE SCHEDULES

| | | |
|-------------|--------|---|
| Section 1 | TF-1 | Firm Transportation Service |
| Section 2 | TF-4 | Firm Transportation Service |
| Section 3 | TF-HP | High Plains Firm Transportation Service |
| Section 4 | NNT-1 | No-Notice Transportation and Storage Service |
| Section 5 | NNT-2 | No-Notice Transportation and Storage Service |
| Section 6 | TSB-Y | Young Transportation Storage Balancing Service |
| Section 7 | TSB-T | Totem Transportation Storage Balancing Service |
| Section 8 | FS-1 | Firm Storage Service |
| Section 9 | FS-Y | Firm Young Storage Service |
| Section 10- | FS-T | Firm Totem Storage Service |
| Section 11 | TI-1 | Interruptible Transportation Service |
| Section 12 | TI-HP | High Plains Interruptible Transportation Service |
| Section 13 | PAL-1 | Parking and Lending Service |
| Section 14 | APAL-1 | Automatic Parking and Lending Service |
| Section 15 | IS-1 | Interruptible Storage Service |
| Section 16 | IS-Y | Young Interruptible Storage Service |
| Section 17 | IS-T | Totem Interruptible Storage Service |
| Section 18 | SS-1 | Interruptible Swing Service |
| Section 19 | SS-HP | High Plains Interruptible Swing Service |
| Section 20 | HSP-1 | Headstation Pooling Service |
| Section 21 | HUB-1 | Cheyenne Station HUB Service |
| Section 22 | CS-1 | Cheyenne Firm Compression Service |
| Section 23 | S-1 | General Unbundled Sales Service |
| Section 24 | PAL-HP | High Plains Parking and Lending Service – Interruptible |

RATE SCHEDULE TF-1
TRANSPORTATION SERVICE - FIRM

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any Party (hereinafter referred to as "Shipper") for the Transportation of natural Gas on a firm basis by Transporter when:
- (a) Shipper makes a complete request for Transportation Service in accordance with Section 4 of the General Terms and Conditions;
 - (b) Transporter has determined that, other than necessary tap(s), valves, measurement equipment and other minor facilities necessary to effectuate service at any new or existing Point of Receipt or Delivery (which Transporter shall provide upon written request and on a not unduly discriminatory basis at reasonable, mutually agreeable locations which will not adversely affect the existing operation of Transporter's system or significantly alter the operation of the pipeline system), Transporter has available or will secure sufficient uncommitted capacity to provide the service requested by Shipper as well as Transporter's other firm service commitments;
 - (c) Shipper has met the service requirements specified in Section 4 of the General Terms and Conditions, including the creditworthiness requirements specified in Section 4.14 of the General Terms and Conditions; and
 - (d) Shipper and Transporter have executed a firm transportation service agreement (Agreement) pursuant to the terms of this Rate Schedule. However, if Shipper has met all of the requirements set forth in this Section 1 except for the requirement set forth in this Section (d), and Shipper has provided Transporter a complete request to initiate service prior to executing an Agreement, Transporter may agree to provide service for up to 30 Days without an Agreement provided that, prior to initiating service, Shipper pays the agreed-upon reservation charges, commodity charges, and surcharges based on Shipper's Nomination for the first Month. If at the end of 30 Days the Parties have not executed an Agreement, service shall be suspended until the Agreement is executed.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This service is available for any consecutive term and, at Transporter's election, for multiple years for winter-time service resulting from the Valley Line Expansion facilities constructed pursuant to Docket No. CP03-7-000. Pursuant to the Docket No. RP01-350-000 et al., Settlement, Shippers receiving service as of October 1, 2001 for the same 3 consecutive or 7 consecutive Months within multiple years shall be converted to annual Rate Schedule TF-1 agreements. Where firm primary point or path capacity is not

2.1 (continued)

available on a year-round basis, the converted agreements will provide for primary path rights consistent with available capacity during the applicable time of year.

2.2 Primary, Segmented Secondary and Secondary Scheduling

- (a) Transportation Service at and between the Primary Point(s) of Receipt and Delivery up to Shipper's MDQ shall be considered firm, and shall not be subject to interruption or curtailment by Transporter except as otherwise provided in this Tariff including, but not limited to, interruption or curtailment due to operational flow orders as provided in the General Terms and Conditions.
- (b) Transportation Service utilizing Flow Path Secondary Capacity shall be scheduled, subject to capacity availability, following Primary Capacity but before Secondary Capacity.
- (c) Transportation Service utilizing Secondary Capacity shall be scheduled, subject to capacity availability, following all Primary Capacity and Flow Path Secondary Capacity.

2.3 Rates of Flow. Unless otherwise agreed, at each Point of Receipt and Point of Delivery, each Party shall use reasonable efforts to Tender, or cause to be Tendered, Gas at reasonably uniform hourly and daily rates of flow as specified below.

- (a) At each Point of Delivery, quantities Tendered, or caused to be Tendered, for Shipper's account shall not exceed in any Hour 1/24th of Scheduled Quantities at such Point, subject to the conditions of Section (b) below.
- (b) In addition to the rates of flow specified in Section (a) above, at Qualified Points of Delivery or at Shipper's NNT Balancing Point(s), when applicable, quantities Tendered, or caused to be Tendered, for Shipper's account, shall not exceed in any Hour 1/24th of the Scheduled Quantities resulting from Hourly Entitlement Enhancement Nominations. When applicable, Shipper shall specify its requested hourly flow pattern to Transporter pursuant to the procedures specified in Section 6.5 of the General Terms and Conditions.

2.4 Shippers under this Rate Schedule TF-1 may participate in and shall be subject to the Joint Monthly Operating Plan and operational flow orders of Section 11 and the penalty provisions as provided in Section 14 of the General Terms and Conditions.

2.5 This service shall be subject to Section 9 pertaining to capacity release, Section 8.1 pertaining to Segmentation and Section 10 pertaining to imbalance management of the General Terms and Conditions.

- 2.6 From time to time, Transporter may request Shipper, upon mutual consent, to go out-of-daily balance and/or to take hourly gas quantities in a manner different from its hourly entitlement amount (HEA) to assist pipeline operations. Any such action will not result in daily unauthorized overrun charges or hourly unauthorized charges pursuant to this Rate Schedule and Section 11 of the General Terms and Conditions of this Tariff. Furthermore, Shipper may offer in writing to assist Transporter in system loading needs. Transporter will process such offers in a reasonable and orderly fashion as time permits. Transporter may accept or reject such offer in writing using its best operational judgment. If Transporter accepts such offer, Shipper's actions in helping system loading needs will not result in daily unauthorized overrun charges or hourly scheduling charges pursuant to this Rate Schedule and Section 11 of the General Terms and Conditions of this Tariff. However, if Shipper takes any actions without first obtaining the written agreement of Transporter, Shipper will be subject to all applicable charges and/or penalties pursuant to this Tariff.

3. TRANSPORTATION SERVICE CHARGES

- 3.1 Reservation Charge. Shipper shall be charged each Month a reservation charge determined by multiplying the reservation rate set forth in the Agreement by Shipper's MDQ. Shipper's liability for the reservation charge and surcharges shall begin to accrue on the effective date set forth in the Agreement. A Shipper may elect at any time to prepay the reservation charge and surcharges under the Agreement.
- 3.2 North Raton Lateral Incremental Reservation Charge - Shipper shall be subject to the applicable North Raton Lateral incremental reservation charge for any entitlement from a Point of Receipt or to a Point of Delivery on the North Raton Lateral. This charge shall be a monthly reservation charge equal to the product of (1) Shipper's currently effective Maximum Receipt Quantity from Point(s) of Receipt or Maximum Delivery Quantity to Point(s) of Delivery on the North Raton Lateral and (2) Transporter's currently effective North Raton Lateral incremental reservation rate. In the event on any Day Transporter has scheduled and Confirmed from/to Secondary or Segmented Point(s) on the North Raton Lateral for Shipper not having a Primary Point on the North Raton Lateral, such quantities shall be subject to Transporter's daily North Raton Lateral incremental reservation rate to be calculated in the same manner as defined in Note 6 contained on the Statement of Rates. In addition to the North Raton Lateral incremental reservation charge, Shipper shall also pay Transporter's applicable mainline reservation rate when Shipper uses Transporter's mainline system. Shipper shall only be subject to the applicable North Raton Lateral incremental reservation rate for any entitlement where both the Point of Receipt and Point of Delivery are on the North Raton Lateral.

- 3.3 Commodity Charge. Shipper shall be charged each Month an amount obtained by multiplying a commodity rate set forth in the Agreement, including, as applicable, the incremental lateral commodity rate, by the quantities of Gas Delivered by Transporter to Shipper, or for Shipper's account at the Point(s) of Delivery. Any overrun quantities will be subject to a separate charge.
- 3.4 Surcharges. Shippers shall be subject to applicable surcharges as specified in the Agreement.
- 3.5 Incremental Facility Charge. When the construction of new facilities is required in order to provide service to Shipper, an additional incremental facility charge related to such facilities may be required. Any incremental facility charge will reflect, as appropriate, Transporter's capital cost of installing such facilities, including depreciation, return on equity, taxes, and all associated operating and maintenance costs, and shall be set forth in the Agreement.
- 3.6 Adjustment of Rates.
- (a) Subject to the terms of the Agreement, Transporter reserves the right to prescribe and/or to adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rate applicable to that Shipper or applicable to any other Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum recourse rate(s) nor shall they be less than the applicable minimum recourse rate(s), set forth on the Statement of Rates. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 4.17 of the General Terms and Conditions of this Tariff.
- (b) Downward adjustment from the maximum rate shall be for a specific term. Unless otherwise agreed, at the expiration of the Term of Rate specified in Exhibit "B" of the Agreement, the rate for Transportation Service, shall revert to the maximum allowable recourse rate, including applicable surcharges, under this Rate Schedule. This condition shall not apply to service provided pursuant to Section 4.17 of the General Terms and Conditions where rate conditions of the Agreement shall govern.
- 3.7 Third Party Charges: Shipper may, on a non-discriminatory basis, be required to pay to Transporter, if applicable, any Third Party Charges in accordance with Section 4.3 of the General Terms and Conditions. In no event shall such Third Party Charges paid by Shipper exceed the amount incurred and paid by Transporter for the applicable off-system capacity.

4. OVERRUN TRANSPORTATION

- 4.1 Daily Authorized Overrun Transportation. On any Day, upon request of Shipper and with Transporter's consent, Shipper may Tender and Transporter may receive quantities in excess of Shipper's MDQ as adjusted for Hourly Entitlement Enhancement Nominations, if applicable, or Shipper's Point of Receipt or Delivery Quantities at each Point of Receipt or Delivery. All such quantities shall be transported as authorized overrun Gas and shall be transported on an interruptible basis. Shipper shall pay an amount obtained by multiplying the quantity of such overrun Gas Delivered by Transporter to Shipper or for Shipper's account, at each Point(s) of Delivery including the Point of Injection during the Month by the Daily Authorized Overrun Rate. The Daily Authorized Overrun Rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper and shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Statement of Rates.
- 4.2 Hourly Authorized Overrun. On any Day, upon request of Shipper and with Transporter's consent, Shipper may take Hourly Deliveries of Gas in excess of 1/24th of Shipper's MDQ under this rate schedule. Such quantities shall be Tendered at an agreed upon level at Point(s) of Delivery Rates of Flow as stated in Section 2.3 of this rate schedule. All such quantities shall be Transported as Hourly Authorized Overrun Gas on an interruptible basis. Shipper shall pay an amount obtained by multiplying the largest quantity of such Hourly Authorized Overrun Gas during any one Hour of a Day times 24, times the Hourly Authorized Overrun Rate. The Hourly Authorized Overrun Rate shall be the applicable maximum rate, unless otherwise agreed to by Transporter and Shipper. Such agreed upon rate shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Statement of Rates.
- 4.3 Daily Unauthorized Overrun Transportation. On any Day, Gas that exceeds Shipper's entitlement as adjusted for Hourly Entitlement Enhancement Nominations, if applicable, at any Point of Receipt or Delivery and which has not been authorized by Transporter is unauthorized and shall be subject to the Daily Unauthorized Overrun Rate (non-critical or critical condition as applicable). Shipper shall pay an amount obtained by multiplying the quantity of such Daily Unauthorized Overrun Gas by the Daily Unauthorized Overrun Rate on the Statement of Rates.
- 4.4 Hourly Unauthorized Overrun Transportation. On any Day, Hourly Deliveries of Gas in excess of 1/24th of the Scheduled Daily Quantity at Section 30.2 Point(s) of Delivery including 1/24th of the Hourly Entitlement Enhancement Nominations (see Section 2.3 of this rate schedule), and Hourly Authorized Overrun shall be subject to the Hourly Unauthorized Overrun Rate. Shipper shall pay an amount obtained by multiplying the largest quantity of such Hourly Unauthorized Overrun Gas during any one Hour of a Day by 24 times the Hourly Unauthorized Overrun Rate on the Statement of Rates.

5. FUEL REIMBURSEMENT

- 5.1 Shipper shall furnish Fuel Reimbursement as defined in Section 1 of the General Terms and Conditions. Quantities of Gas received at Point(s) of Receipt shall be adjusted to reflect Fuel Reimbursement prior to Delivery at Point(s) of Delivery.

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except as modified in the Agreement, are made a part of this Rate Schedule.

RATE SCHEDULE TF-4
TRANSPORTATION SERVICE - FIRM

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any customer (hereinafter referred to as "Shipper") under Colorado Interstate Gas Company, L.L.C.'s (hereinafter referred to as "Transporter") former Sales Rate Schedule SG-1 as the replacement for the Transportation associated with that sales service. A Party converted to this service is subject to the terms and conditions of this Tariff for the Transportation of natural Gas by Transporter when:
- (a) Shipper is a Small Customer, as defined in Section 1 of the General Terms and Conditions;
 - (b) Shipper agrees to receive service under this Rate Schedule and Rate Schedule NNT-2 equal to 100 percent of its firm entitlements prior to receiving service under any other Rate Schedule, and Shipper must receive 100 percent of its Transportation requirements from Transporter under one or more of its Rate Schedules;
 - (c) Shipper has (1) entered into a "no notice" Service Agreement under Transporter's Rate Schedule NNT-2, (2) a Maximum Daily Injection Quantity ("MDIQ") specified in the Rate Schedule NNT-2 Agreement equal to or less than the MDQ of the Agreement, and (3) the term of the Rate Schedule NNT-2 Service Agreement equals the term of the executed Rate Schedule TF-4 Transportation Service Agreement("Agreement");
 - (d) Transporter has determined that, other than necessary tap(s), valves, measurement equipment and other minor facilities necessary to effectuate service at any new or existing Point of Receipt or Delivery (which Transporter shall provide upon written request and on a not unduly discriminatory basis at reasonable, mutually agreeable locations which will not adversely affect the existing operation of Transporter's system or significantly alter the operation of the pipeline system) Transporter has available or will secure sufficient uncommitted transmission and storage capacity to provide the service requested by Shipper as well as its other firm service commitments ;
 - (e) Shipper has met the service requirements specified in Section 4 of the General Terms and Conditions, including the creditworthiness conditions specified in Section 4.14 of the General Terms and Conditions; and
 - (f) Shipper and Transporter have executed an Agreement pursuant to the terms of this Rate Schedule.

If Shipper has met all the requirements set forth in this Section 1, then service may commence.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Transportation Service at and between Primary Point(s) of Receipt and Delivery up to Shipper's Maximum Delivery Quantity ("MDQ") shall be considered firm, and shall not be subject to interruption by Transporter except as required in this Tariff, including but not limited to, interruption due to Operational Flow Orders as provided in the General Terms and Conditions.
- 2.2 Service under this Rate Schedule shall not be subject to Transporter's Capacity Release Program pursuant to the General Terms and Conditions of the Tariff.
- 2.3 Rates of Flow. Unless otherwise agreed, at each Point of Receipt and Point of Delivery, each party shall use reasonable efforts to Tender, or cause to be Tendered, Gas at reasonably uniform Hourly and Daily rates of flow as specified below:
- (a) At each Point of Delivery, quantities Tendered, or caused to be Tendered, for Shipper's account shall not exceed in any Hour 1/24th of Scheduled Quantities at such Point, subject to the conditions to Section (b) below.
 - (b) In addition to the rates of flow specified in Section (a) above, at Primary Points of Delivery specified in the Agreement or at Shipper's NNT Balancing Point(s), when applicable, quantities Tendered, or caused to be Tendered, for Shipper's account, shall not exceed 1/24th of the Scheduled Quantities in any Hour resulting from Hourly Entitlement Enhancement Nominations. Shipper shall specify its requested Hourly flow pattern to Transporter pursuant to the procedures specified in Section 6.5 of the General Terms and Conditions.
- 2.4 All Shippers, or their designated agent, under this Rate Schedule may participate in Joint Monthly Operating Plan Meetings discussed more fully in Section 11 of the General Terms and Conditions, and shall be subject to the Joint Monthly Operating Plan developed during such meetings. Shippers shall plan and schedule their Gas flows in accordance with the Joint Monthly Operating Plan established in the Joint Monthly Operating Plan Meeting to the maximum extent practicable.
- 2.5 From time to time, Transporter may request Shipper, upon mutual consent, to go out-of-daily balance and/or to take hourly gas quantities in a manner different from its hourly entitlement amount (HEA) to assist pipeline operations. Any such action will not result in Schedule and Section 11 of the General Terms and Conditions of this Tariff. Furthermore, Shipper may offer in writing to assist Transporter in system loading needs. Transporter will process such offers in a reasonable and orderly fashion as time permits. Transporter may accept or reject such offer in writing using its best operational judgment. If Transporter accepts such offer, Shipper's actions in helping system loading needs will not result in daily unauthorized overrun charges or hourly scheduling charges pursuant to this Rate Schedule and Section 11 of the General Terms and Conditions of this Tariff.

2.5. (continued)

However, if Shipper takes any actions without first obtaining the written agreement of Transporter, Shipper will be subject to all applicable charges and/or penalties pursuant to this Tariff.

3. TRANSPORTATION SERVICE CHARGES

- 3.1 Commodity Charge. Each Month, Shipper shall be charged an amount obtained by multiplying a commodity rate set forth in the Agreement by the quantity of Gas Delivered by Transporter to Shipper, or for Shipper's account, each Day during the Month (exclusive of any overrun quantities) at the Point(s) of Delivery including the Point of Injection.
- 3.2 Surcharges. Shippers shall be subject to applicable surcharges as specified in the Agreement.
- 3.3 Incremental Facility Charge. When the construction of new facilities is required in order to provide service to Shipper, an additional incremental facility charge related to such facilities may be required. Any incremental facility charge will reflect, as appropriate, Transporter's capital cost of installing such facilities, including depreciation, return on equity, taxes, and all associated operating and maintenance costs, and shall be set forth in the Agreement.
- 3.4 Imbalance Management. Shipper shall be subject to the imbalance management provisions set forth in Section 10 of the General Terms and Conditions.
- 3.5 Adjustment of Rates.
 - (a) Subject to the terms of the Agreement, Transporter reserves the right to prescribe and/or adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rates applicable to that Shipper or applicable to any other Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor shall they be less than the applicable minimum rate(s), set forth on the Statement of Rates.
 - (b) Downward adjustment from the maximum rate shall be for a specific term. Unless otherwise agreed, at the expiration of the Term of Rate specified in Exhibit "B" of the Agreement, the rate for Transportation Service, shall revert to the maximum allowable rate, including applicable surcharges, under this Rate Schedule.

4. OVERRUN TRANSPORTATION

- 4.1 Daily Authorized Overrun. On any Day, upon request of Shipper and at Transporter's option, Shipper may Tender and Transporter may accept quantities in excess of Shipper's MDQ or Shipper's Point of Receipt or Delivery Quantities at each Point of Receipt or Delivery. All such quantities shall be transported as authorized overrun Gas and shall be

4.1. (continued)

transported on an interruptible basis. Shipper shall pay an amount obtained by multiplying the quantity of such overrun Gas Delivered by Transporter to Shipper, or for Shipper's account at each Point(s) of Delivery during the Month by the Daily Authorized Overrun rate.

4.2 Hourly Authorized Overrun. On any Day, upon request of Shipper and with Transporter's consent, Shipper may take Hourly Deliveries of Gas in excess of 1/24th of Shipper's MDQ under this rate schedule. Such quantities shall be Tendered at an agreed upon level at Point(s) of Delivery Rates of Flow as stated in Section 2.3 of this rate schedule. All such quantities shall be Transported as Authorized Hourly Overrun Gas on an interruptible basis. Shipper shall pay an amount obtained by multiplying the largest quantity of such Hourly Authorized Overrun Gas during any one Hour of a Day times 24, times the Hourly Authorized Overrun Rate. The Hourly Authorized Overrun Rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper. Such agreed upon rate shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Statement of Rates.

4.3 Daily Unauthorized Overrun. On any Day, Gas that exceeds Shipper's entitlement at any Point of Receipt or Delivery and which has not been authorized by Transporter is unauthorized and shall be subject to the Daily Unauthorized Overrun Rate (non-Critical or Critical Condition as applicable). Shipper shall pay an amount obtained by multiplying the quantity of such Daily Unauthorized Overrun Gas Delivered by Transporter to Shipper or for Shipper's account, at each Point of Delivery during the Month by the Daily Unauthorized Overrun Rate.

4.4 Hourly Unauthorized Overrun. Hourly Deliveries of Gas in excess of the Hourly quantities authorized in Section 2.3 of this Rate Schedule at Point(s) of Delivery shall be subject to the Hourly Unauthorized Overrun Rate. Shipper shall pay an amount obtained by multiplying the largest quantity of such Hourly Unauthorized Overrun Gas during any one Hour of a Day times 24, times the Hourly Unauthorized Overrun Rate on the Statement of Rates.

5. FUEL REIMBURSEMENT

5.1 Shipper shall furnish to Transporter the Fuel Reimbursement as defined in Section 1 of the General Terms and Conditions. Quantities of Gas received at Point(s) of Receipt shall be adjusted to reflect Fuel Reimbursement prior to Delivery at Point(s) of Delivery.

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except as modified in the Agreement, are made a part of this Rate Schedule.

RATE SCHEDULE TF-HP
HIGH PLAINS TRANSPORTATION SERVICE - FIRM

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any Party (hereinafter referred to as "Shipper") for the Transportation of natural Gas on a firm basis by Transporter from a Point of Receipt on the High Plains System to a Point of Delivery on the High Plains System when:
- (a) Shipper makes a complete request for Transportation Service in accordance with Section 4 of the General Terms and Conditions;
 - (b) Transporter has determined that, other than necessary tap(s), valves, measurement equipment and other minor facilities necessary to effectuate service at any new or existing Point of Receipt or Delivery on the High Plains System (which Transporter shall provide upon written request and on a not unduly discriminatory basis at reasonable, mutually agreeable locations which will not adversely affect the existing operation of Transporter's system or significantly alter the operation of the pipeline system), Transporter has available or will secure sufficient uncommitted capacity to provide the service requested by Shipper as well as Transporter's other High Plains firm service commitments;
 - (c) Shipper has met the service requirements specified in Section 4 of the General Terms and Conditions, including the creditworthiness conditions specified in Section 4.14 of the General Terms and Conditions; and
 - (d) Shipper and Transporter have executed a firm transportation service agreement (Agreement) pursuant to the terms of this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This service is available from any Point of Receipt to any Point of Delivery on the High Plains System. Such Points of Receipt and Points of Delivery are listed in Section 30 of the General Terms and Conditions.
- 2.2 Primary, Segmented Secondary and Secondary Capacity
- (a) Transportation Service at and between the Primary Point(s) of Receipt and Delivery up to Shipper's MDQ shall be considered firm, and shall not be subject to interruption or curtailment by Transporter except as otherwise provided in this Tariff including, but not limited to, interruption or curtailment due to operational flow orders as provided in the General Terms and Conditions.

- 2.2 Primary, Segmented Secondary and Secondary Capacity (continued)
- (b) Transportation Service utilizing Flow Path Secondary Capacity shall be scheduled, subject to capacity availability, following Primary Capacity but before Secondary Capacity.
 - (c) Transportation Service utilizing Secondary Capacity shall be scheduled, subject to capacity availability, following all Primary Capacity and Flow Path Secondary Capacity.
- 2.3 Rates of Flow. Unless otherwise agreed, at each Point of Receipt and Point of Delivery, each Party shall use reasonable efforts to Tender, or cause to be Tendered, Gas at reasonably uniform hourly and daily rates of flow as specified below. At each Point of Delivery, quantities Tendered, or caused to be Tendered, for Shipper's account shall not exceed in any hour 1/24th of Scheduled Quantities at such Point.
- 2.4 All Shippers, or their designated agents, under this Rate Schedule may participate in Joint Monthly Operating Plan meetings discussed more fully in Section 11 of the General Terms and Conditions. Shippers shall be subject to the Joint Monthly Operating Plan and operational flow orders, as provided in Section 11 of the General Terms and Conditions. Shippers shall plan and schedule their Gas flows in accordance with the Joint Monthly Operating Plan to the maximum extent practicable.
- 2.5 This service shall be subject to Section 9 of the General Terms and Conditions pertaining to capacity release.
- 2.6 From time to time, Transporter may request Shipper, upon mutual consent, to go out-of-daily balance and/or to take hourly gas quantities in a manner different from its hourly entitlement amount (HEA) to assist pipeline operations. Any such action will not result in daily unauthorized overrun charges or hourly unauthorized charges pursuant to this Rate Schedule and Section 11 of the General Terms and Conditions of this Tariff. Furthermore, Shipper may offer in writing to assist Transporter in system loading needs. Transporter will process such offers in a reasonable and orderly fashion as time permits. Transporter may accept or reject such offer in writing using its best operational judgment. If Transporter accepts such offer, Shipper's actions in helping system loading needs will not result in daily unauthorized overrun charges or hourly scheduling charges pursuant to this Rate Schedule and Section 11 of the General Terms and Conditions of this Tariff. However, if Shipper takes any actions without first obtaining the written agreement of Transporter, Shipper will be subject to all applicable charges and/or penalties pursuant to this Tariff.

3. TRANSPORTATION SERVICE CHARGES

- 3.1 Reservation Charge. Shipper shall be charged each Month a reservation charge determined by multiplying the reservation rate set forth in the Agreement by Shipper's MDQ. Shipper's liability for the reservation charge and surcharges shall begin to accrue on the effective date set forth in the Agreement. A Shipper may elect at any time to prepay the reservation charge and surcharges under the Agreement.
- 3.2 Commodity Charge. Shipper shall be charged each Month an amount obtained by multiplying a commodity rate set forth in the Agreement by the quantities of Gas Delivered by Transporter to Shipper, or for Shipper's account at the Point(s) of Delivery. Any overrun quantities will be subject to a separate charge.
- 3.3 Surcharges. Shippers shall be subject to applicable surcharges as specified in the Agreement.
- 3.4 Incremental Facility Charge. When the construction of new minor facilities is required in order to provide service to Shipper, Shipper shall pay Transporter for such facilities including any related taxes. The Parties shall agree as to whether Shipper shall (1) make a one-time 100 percent reimbursement for the cost of facilities or (2) pay the cost of facilities through installment payments over a period of time. If the Parties agree that Shipper shall pay Transporter for the facilities via installments, the facility charge shall include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties. If a contribution in aid of construction ("CIAC") is paid by the Shipper in accordance with a construction of facilities agreement and such transaction is determined to be taxable, the CIAC shall be increased by an amount to compensate for the federal and state income tax effects thereof.
- 3.5 Adjustment of Rates.
- (a) Subject to the terms of the Agreement, Transporter reserves the right to prescribe and/or to adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rate applicable to that Shipper or applicable to any other Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum recourse rate(s) nor shall they be less than the applicable minimum recourse rate(s), set forth on the Statement of Rates. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 4.17 of the General Terms and Conditions of this Tariff.

3.5 (continued)

- (b) A discount from the maximum rate shall be for a specific term. Unless otherwise agreed, at the expiration of the term of rate specified in Exhibit "B" of the Agreement, the rate for Transportation Service, shall revert to the maximum allowable recourse rate, including applicable surcharges, under this Rate Schedule. This condition shall not apply to service provided pursuant to Section 4.17 of the General Terms and Conditions where rate conditions of the Agreement shall govern.

4. OVERRUN TRANSPORTATION

- 4.1 Daily Authorized Overrun Transportation. On any Day, upon request of Shipper and with Transporter's consent, Shipper may Tender and Transporter may receive quantities in excess of Shipper's MDQ as adjusted for Shipper's Point of Receipt or Delivery Quantities at each Point of Receipt or Delivery. All such quantities shall be transported as authorized overrun Gas and shall be transported on an interruptible basis. Shipper shall pay an amount obtained by multiplying the quantity of such overrun Gas Delivered by Transporter to Shipper or for Shipper's account, at each Point(s) of Delivery including the Point of Injection during the Month by the Daily Authorized Overrun Rate. The Daily Authorized Overrun Rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper and shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Statement of Rates.
- 4.2 Daily Unauthorized Overrun Transportation. On any Day, Gas that exceeds Shipper's entitlement at any Point of Receipt or Delivery and which has not been authorized by Transporter is unauthorized and shall be subject to the Daily Unauthorized Overrun Rate (non-critical or critical condition as applicable). Shipper shall pay an amount obtained by multiplying the quantity of such Daily Unauthorized Overrun Gas by the Daily Unauthorized Overrun Rate on the Statement of Rates.
- 4.3 Hourly Unauthorized Overrun Transportation. Hourly Deliveries of Gas in excess of 1/24th of the Scheduled Daily Quantity at Point(s) of Delivery shall be subject to the Hourly Unauthorized Overrun Rate. Shipper shall pay an amount obtained by multiplying the largest quantity of such Hourly Unauthorized Overrun Gas during any one Hour of a Day times 24, times the Hourly Unauthorized Overrun Rate on the Statement of Rates.
- 4.4 Shipper shall pay only one Unauthorized Overrun charge when Shipper's Hourly Unauthorized Overruns result in a Daily Unauthorized Overrun. Shipper shall pay the higher of the Daily Unauthorized Overrun amount at that point calculated pursuant to Section 4.2 above, or the Hourly Unauthorized Overrun amount at that point calculated pursuant to Section 4.3 above.

5. FUEL REIMBURSEMENT

- 5.1 Shipper shall furnish Lost, Unaccounted For and Other Fuel Gas as defined in Section 1 of the General Terms and Conditions. Quantities of Gas received at Point(s) of Receipt shall be adjusted to reflect Lost, Unaccounted For and Other Fuel Gas prior to Delivery at Point(s) of Delivery.

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except as modified in the Agreement, are made a part of this Rate Schedule. In particular, but without limitation, the scheduling provisions of Section 6, the operating provisions of Section 11, the contract procedures and crediting provisions of Section 4 and the gas quality provisions of Section 3.

RATE SCHEDULE NNT-1
NO-NOTICE STORAGE AND TRANSPORTATION SERVICE - FIRM

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any Party (hereinafter referred to as "Shipper") for those Primary Point(s) of Delivery, as listed in Section 30.1 of the General Terms and Conditions. Service under this Rate Schedule will be provided on a firm basis by Transporter, when:
- (a) Shipper makes a complete request for No-Notice Storage and Transportation Delivery Service in accordance with Section 4 of the General Terms and Conditions of the Tariff;
 - (b) Transporter has determined that, other than necessary taps, valves, measurement equipment and other minor facilities necessary to effectuate service at any new or existing Point of Delivery (which Transporter shall provide upon written request and on a not unduly discriminatory basis at reasonable, mutually agreeable locations which will not adversely affect the existing operation of Transporter's system or significantly alter the operation of the pipeline system), Transporter has available or will secure sufficient uncommitted transmission and storage capacity to provide the service requested by Shipper as well as its other firm service commitments;
 - (c) Shipper has met the service requirements specified in Section 4 of the General Terms and Conditions, including the creditworthiness conditions specified in Section 4.14 of the General Terms and Conditions; and
 - (d) Shipper (i) has entered into a transportation service agreement under Transporter's Rate Schedule TF-1 for Transportation of Gas for injection in Transporter's storage facilities and such TF-1 agreement shall also include the same Primary Point(s) of Delivery as the Rate Schedule NNT-1 Agreement, or (ii) has made appropriate firm Transportation service arrangements with a third party on third party facilities for Transportation of Gas to Transporter's storage facilities for injection. In either situation, the Maximum Delivery Quantity ("MDQ") specified in such agreement must be equal to or greater than Shipper's Maximum Daily Injection Quantity ("MDIQ") as set forth in Shipper's Rate Schedule NNT-1 Agreement and the term of the firm transportation service agreement or third party arrangement must be equal to or greater than the term of this agreement; and
 - (e) Shipper and Transporter have executed a No-Notice Transportation Service Agreement ("Agreement") pursuant to the terms of this Rate Schedule. Such Agreement may include provision(s) that identify the type and level of service to be provided under this rate schedule at the various Section 30 points listed under the Shipper's Agreement, as appropriate.

If Shipper has met all the requirements set forth in this Section 1, then service may commence.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Primary, Segmented Secondary and Secondary Scheduling

(a) Primary Scheduling

- (i) Service under this Rate Schedule entails storage and the Transportation of Gas by Transporter from Point of Withdrawal to Point(s) of Delivery. Subject to the limitations set out in this Tariff, service under this Rate Schedule is firm up to the MDQ specified in the Agreement, and shall be limited to Shipper's Available Daily Withdrawal Quantity ("ADWQ") as defined in Section 1 of the General Terms and Conditions.
 - (ii) As limited by the provisions of Section 2.2 of this Rate Schedule, Transporter will make Deliveries on a "no-notice" basis (requiring no Nominations) based on Shipper's Available Daily Withdrawal Quantity ("ADWQ"). Further, Shipper may take Deliveries up to MDQ, limited by Shipper's ADWQ during the Injection Period.
 - (iii) It shall be Shipper's responsibility to maintain an amount of Gas in storage to satisfy its needs.
- (b) Transportation Service utilizing Flow Path Secondary Capacity shall be scheduled, subject to capacity availability, following Primary Capacity but before Secondary Capacity.
- (c) Transportation Service utilizing Secondary Capacity shall be scheduled, subject to capacity availability, following all Primary Capacity and Flow Path Secondary Capacity.
- (d) NNT Balancing Points
- (i) Primary NNT Balancing Points:
Transporter shall establish an NNT Balancing Point that is associated with Shipper's Primary Points under the Agreement. Such locations are described in Section 30.1 of the General Terms and Conditions. Deliveries to the NNT Balancing Point are limited to Shipper's related transportation service agreement.
 - (ii) Secondary NNT Balancing Points:
Transporter shall, at the Shipper's request, establish an NNT Balancing Point associated with Shipper's Secondary Point of Delivery under the Agreement. Deliveries to Secondary NNT Balancing Points are limited to

2.1 Primary, Segmented Secondary and Secondary Scheduling

(d) (ii) (continued)

Shipper's transportation service agreement with Points of Delivery described in Section 30.4 of the General Terms and Conditions.

- (iii) At Shipper's option, Nominations on its related transportation service agreement(s) may also be made to such NNT Balancing Point.
- (iv) Transporter shall, to the extent possible, optimize the Delivery of Scheduled Quantities at Shipper's Primary NNT Balancing Point on its related transportation service agreement(s) to Shipper's Primary Points or to Shipper's Storage Account under this Agreement. Deliveries from the NNT Balancing Point to Shipper's Primary Points shall be limited by the lesser of the Scheduled Quantity or the Maximum Delivery Quantity on the related Transportation Service Agreement.
- (v) Transporter shall, to the extent possible, optimize the Delivery of Scheduled Quantities at Shipper's Secondary NNT Balancing Point on its related transportation service agreement(s) to Shipper's Primary Points or to Shipper's storage account under this Agreement. Deliveries from the NNT Balancing Point to Shipper's Secondary Points of Delivery Points shall be limited as follows:
 - (1) To the lesser of the Scheduled Quantity or the Maximum Delivery Quantity on the related transportation service agreement.
 - (2) To high pressure delivery points to the extent quantities are Scheduled on Shipper's high pressure agreements.
 - (3) To Valley Line delivery points to the extent quantities are Scheduled on Shipper's Valley Line agreements.
- (vi) Pursuant to Section 2.3, Shipper may also request diversions of scheduled quantities from the NNT Balancing Point to Secondary Delivery Points specified in Shipper's Agreement. Quantities Delivered to such Secondary Delivery Points pursuant to Shipper's diversion request are not available for the Delivery process described in Section 2.1(d)(iv and v) above.
- (vii) Quantities scheduled at Shipper's NNT Balancing Point are eligible for inclusion in the Hourly Delivery Transfer process as described in Section 2.9 of this Rate Schedule.

2.1 Primary, Segmented Secondary and Secondary Scheduling (continued)

(e) Primary and Secondary NNT Delivery Point Allocations.

- (i) Each Gas Day, Transporter shall first allocate quantities Nominated and scheduled directly to Shipper's Primary and Secondary NNT Delivery Points. Second, Transporter shall allocate supplies scheduled to Shipper's Primary and Secondary NNT Balancing Point under its related transportation service agreement(s) to the applicable Primary and Secondary Delivery Points as specified in the Agreement to the greatest extent possible. Except as noted below, Transporter will balance any remaining Delivery requirements at Shipper's Primary and Secondary Point of Delivery using the entitlements available under Shipper's NNT Agreement.
- (ii) At Shipper's Points of Delivery on Transporter's high pressure system, Deliveries which exceed the HEEN related capacity limitation described in Section 30.4 of the General Terms and Conditions shall be considered Unauthorized Overrun.

2.2 Rates of Flow. Unless otherwise agreed on a nondiscriminatory basis, at each Point of Delivery, each Party shall use reasonable efforts to Tender, or cause to be Tendered, Gas at reasonably uniform hourly and daily rates of flow, except as specified below.

- (a) At each Secondary Point(s) of Delivery, except as noted in (b) below, quantities Tendered for Shipper's account in any Hour shall not exceed the Maximum Hourly Delivery Quantity.
- (b) At each Primary Point of Delivery and Short Notice Point(s) of Delivery, quantities Delivered for Shipper's account in any Hour shall not exceed the greater of the following quantities for the time period specified (notices shall be provided pursuant to Section 6.5 of the General Terms and Conditions):
 - (i) November 1 to May 14
Without Notice to Transporter
 - Peak Hour: Up to 166% of Available Hourly Withdrawal Quantity ("AHWQ")
 - Three Hour Peak: Average must be less than or equal to 150% of AHWQ
 - Daily: Average Hour must be less than or equal to AHWQ
 - (ii) May 15 to September 14
Without Notice to Transporter
 - Peak Hour: Up to 25% of AHWQ
 - Three Hour Peak: Average must be less than or equal to 15% of AHWQ
 - Average Hour: Up to 15% of AHWQ

2.2 Rates of Flow

(b) (ii) (continued)

With Two Hour Notice to Transporter

Remaining Hourly Deliveries are limited to an average of 30% of AHWQ

Peak Hour: Up to 55% of AHWQ

Three Hour Peak: Average must be less than or equal to 45% of AHWQ

With Four Hour Notice to Transporter

Remaining Hourly Deliveries are limited to an average of 100% of AHWQ

Peak Hour: Up to 125% of AHWQ

Three Hour Peak: Average must be less than or equal to 115% of AHWQ

(iii) September 15 to October 31

Without Notice to Transporter

Peak Hour: Up to 111% of AHWQ

Three Hour Peak: Average must be less than or equal to 95% of AHWQ

Daily: Average Hour must be less than or equal to 45% of AHWQ

With Four Hour Notice to Transporter

Remaining Hourly Deliveries are limited to 100% of AHWQ

Peak Hour: Up to 166% of AHWQ

Three Hour Peak: Average must be less than or equal to 150% of AHWQ

Daily: Average Hour must be less than or equal to AHWQ

(iv) If Shipper requests enhanced Deliveries under the notice provisions of this section, and Shipper then fails to take at least the enhanced daily Delivery Quantity resulting from such requests, Transporter will charge any related consequential damage payments to Shipper. Such consequential damages will reimburse Transporter for any costs associated with preserving the integrity of its system, and may include any reasonable steps by Transporter resulting in costs associated with preserving and maintaining the integrity of its system, including, but not limited to the following: selling Shipper's excess supplies to third parties, or confiscation of such supplies by Transporter.

(c) The total of all Deliveries made pursuant to Sections 2.2(a) and (b) above may not exceed Shipper's Available Daily Withdrawal Quantity (ADWQ).

2.3 Requests for Diversion to Short Notice Point(s) of Delivery.

- (a) Shipper may request and, with Transporter's and Short Notice Point of Delivery Operator's approval, may add Short Notice Point(s) of Delivery to its Agreement as Secondary Points.
- (b) Shipper may request that Gas supplies related to its Agreement be diverted to a Short Notice Point of Delivery identified in Section 30.2 on the following schedule, unless otherwise agreed.
 - (i) On two-hours notice, for any hours remaining in the Gas Day Shipper may divert up to 1/24 of its daily
 - (A) Southern System Receipt Capacity quantities scheduled at its NNT Balancing Point, and/or
 - (B) Northern System Receipt Capacity quantities scheduled to its NNT Balancing Point on a transportation contract with capacity through the Springfield Compressor Station.
 - (ii) On four-hours notice, Shipper may divert up to its peak Hour quantity, limited by its ADWQ.
- (c) All diversions under this provision must be made in Dth/Hour.
- (d) Any Gas Delivered to Short Notice Point(s) of Delivery under this provision shall result in a one-for-one reduction to Shipper's hourly and daily entitlements at Shipper's Primary Points of Delivery under Shipper's Agreement.
- (e) All requests under this provision are subject to Transporter's approval and may be limited by Transporter's operational capability, as solely determined by Transporter, which may be affected by storage injection or withdrawal requirements and gas Btu limitations at certain locations.
- (f) Approval of requests under this provision shall not result in an adverse impact or reduction in service to any other shipper.

2.4 Authorized Overrun Service. On any Day, upon request of Shipper, Transporter may provide on an interruptible basis Authorized Overrun service.

- (a) Shipper may request Transporter to authorize overrun deliveries to Shipper's Primary Points of Delivery.
 - (i) Authorized Overrun Delivery Quantities must be sourced from Shipper's storage inventory.

2.4 Authorized Overrun Service

- (a) (continued)
 - (ii) When approved by Transporter, daily Authorized Overrun Delivery requests are for full Day quantities. Upon approval of daily Authorized Overrun Delivery Quantities, hourly authorized overrun service will be provided as specified in Section 6 of the General Terms and Conditions of this Tariff.
 - (iii) Shipper must follow the applicable request process for overrun delivery service as specified in Section 6 of the General Terms and Conditions of this Tariff.
- (b) Request and approval of daily Authorized Overrun deliveries includes the authorization for Shipper to overrun ADWQ by the same amount.
- (c) Quantities in excess of Shipper's ADIQ, so long as such excess quantities do not result in an overrun of MAC, are deemed to be Authorized Overrun Quantities except when Transporter has declared a strained operating condition or critical condition.
- (d) In the event Transporter has issued a notice of strained operating condition or critical condition, Shipper must request and obtain Transporter's prior consent for quantities in excess of Shipper's ADIQ to be injected into storage. If Transporter's prior consent is not obtained, quantities in excess of Shipper's ADIQ shall be treated as Unauthorized Overrun quantities.
- (e) Shipper may request Transporter to accept injections into storage resulting in Shipper's Gas in Place to exceed Shipper's MAC.
 - (i) Shipper must obtain Transporter's prior consent for such overrun service for quantities in excess of Shipper's MAC to be considered Authorized Overrun Quantities. If Transporter's prior consent is not obtained, the excess quantities shall be treated as Unauthorized Overrun quantities.
 - (ii) When approved by Transporter, Authorized Overrun injection or withdrawal requests are for full Day quantities.

- 2.5 Subject to the limitations of the Reservoir Integrity Inventory Limit (see Section 1 of the General Terms and Conditions), quantities Delivered to the Point(s) of Delivery specified in the Agreement and/or Segmentation Points of Delivery on any Day under any of Transporter's transportation rate schedules which are in excess of Shipper's requirements at such Point(s) of Delivery, shall be accounted for as Receipt Quantities under this rate schedule and shall be deemed to be injected into Storage for Shipper's account. Likewise, subject to the same limitations, Shipper's requirements on any Day at the Point(s) of Delivery specified in the Agreement which are in excess of quantities Delivered under Transporter's transportation rate schedules shall be deemed to be withdrawn from storage

2.5 (continued)

for Shipper's account up to Shipper's ADWQ. Shipper's storage inventory shall be adjusted to account for all quantities deemed injected or withdrawn pursuant to this provision. However, if due to the limitations of the Reservoir Integrity Inventory Limit or MDIQ, Gas cannot be injected into storage, transportation imbalance measures (as addressed in Sections 10 and 11 of the General Terms and Conditions) will apply or service may be curtailed, or both. If imbalances occur, Transporter will seek Shipper's immediate cooperation to eliminate them. If necessary, Transporter will issue operational flow orders to eliminate imbalances under this Rate Schedule.

2.6 Shippers under this Rate Schedule will be allocated Storage Service capacity.

- (a) The Storage Service entitlements, based on an Average Thermal Content of Gas in Storage of 1,000 Btu per cubic foot shall consist of (1) a Maximum Available Capacity ("MAC"), as stated in the Agreement, (2) a Maximum Daily Injection Quantity ("MDIQ"), and (3) a Maximum Daily Withdrawal Quantity ("MDWQ") and shall be considered firm.
 - (i) Service up to and including these levels is not subject to interruption or curtailment by Transporter except as provided in this Tariff.
 - (ii) Shipper's Storage service entitlements shall be adjusted pursuant to Shipper's Available Daily Injection Quantity, Available Daily Withdrawal Quantity.
- (b) Compliance with Reservoir Integrity Inventory Limit.
 - (i) Except as provided below, Shipper shall not exceed the Reservoir Integrity Inventory Limit as provided in Section 1 of the General Terms and Conditions. If Shipper exceeds the Reservoir Integrity Inventory Limit, Transporter will seek Shipper's immediate cooperation to bring Shipper's Gas in Place into compliance with the Reservoir Integrity Inventory Limit. If necessary, Transporter will issue operational flow orders to bring Shipper's Gas in Place into compliance with the Reservoir Integrity Inventory Limit. Shipper's MDWQ shall be reduced pursuant to the ADWQ chart provided in Section 1 of the General Terms and Conditions. Transporter shall have no obligation to Deliver quantities in excess of the Shipper's ADWQ. Shipper shall hold Transporter harmless and shall indemnify Transporter for any damages which may directly or indirectly arise out of or which relate to Shipper's failure to maintain a sufficient quantity of Gas in storage to satisfy its needs.

2.6 Compliance with Reservoir Integrity Inventory Limit.
(b) (continued)

- (ii) Shipper shall have no more than 24 percent of MAC in storage between and including May 1 and May 15 of each year, unless Transporter determines, on a non-discriminatory basis, that retention of a higher quantity of Gas will not adversely affect Transporter's storage reservoirs. In such instance, Transporter shall specify the higher level Shipper may maintain.
 - (iii) Pursuant to the definition of Reservoir Integrity Inventory Limit in Section 1 of the General Terms and Conditions, Transporter shall evaluate its storage reservoirs each year to determine if Shipper can be authorized to maintain a higher inventory level in storage during the following withdrawal and injection seasons. Transporter shall base this evaluation on actual storage usage during the previous year and shall post the revised requirements (variable Reservoir Integrity Inventory Limits) on its electronic bulletin board on or before January 21 of each year.
 - (iv) The above requirements notwithstanding, 100 percent of all quantities stored hereunder shall be withdrawn upon expiration of the term of the Agreement.
- (c) If, on any Day during the Withdrawal Period, Shipper requests Transporter to withdraw and Deliver to Shipper a quantity of Gas up to Shipper's ADWQ and Transporter fails to do so, then Shipper's obligation to withdraw its Gas shall be extended by the number of Days that Transporter failed to withdraw and Deliver the quantity requested by Shipper. Any quantities required to be withdrawn which have not been withdrawn as provided hereunder shall become the property of Transporter without charge and shall be free and clear of any adverse claims.
- (d) Transfer of Gas in Place. A Shipper ("Transferor") may sell Gas in Place in storage to any other Rate Schedule NNT-1, NNT-2, or FS-1 Shipper ("Transferee"), pursuant to this Rate Schedule provided:
- (i) Transferor has title to the Gas;
 - (ii) Transferor has all necessary authority to sell the Gas;
 - (iii) The sale of Gas will not cause Transferee to exceed the Reservoir Integrity Inventory Limit after the transfer has taken place;
 - (iv) Transferee has sufficient storage and transportation capacity to continue to store, to withdraw, and to receive all Gas withdrawn from storage;

2.6 Transfer of Gas in Place

(d) (continued)

- (v) Transferee and Transferor submit a notification of the proposed transfer to Transporter at least 2 Business Days before the proposed sale, signed by both Transferee and Transferor, setting forth details of the proposed transfer, including the effective date and quantity of Gas to be sold, and reciting compliance with this Section 2.6; and
- (vi) Transporter verifies that the Transferor has sufficient quantities in storage and that the transfer will not adversely affect system operations or the provision of other firm Storage or Transportation Services.

Transferor may also sell Gas in Place to Transporter. Such Gas shall not be used to benefit Transporter's merchant function.

- 2.7 All Shippers, or their designated agents, under this Rate Schedule may participate in Joint Monthly Operating Plan meetings discussed more fully in Section 11 of the General Terms and Conditions. Shippers shall be subject to the Joint Monthly Operating Plan and operational flow orders, as provided in Section 11 of the General Terms and Conditions. Shippers shall plan and schedule their Gas flows in accordance with the Joint Monthly Operating Plan to the maximum extent practicable.
- 2.8 This service shall be subject to Section 9 of the General Terms and Conditions pertaining to capacity release.
- 2.9 Hourly Delivery Transfer. Unless otherwise agreed on a non-discriminatory basis, utilizing secondary capacity, Transporter will transfer on an hourly basis, any unused hourly delivery point entitlement quantities to the next eligible upstream delivery point to be combined with Shipper's other hourly delivery quantities at such location. The transfer of such quantities shall be based on unused peak hour rights at each location.
- (a) Point(s) of Delivery eligible for Hourly Delivery Transfer are identified in General Terms and Conditions Sections 30.1 and 30.4 of the General Terms and Conditions and must be listed on Exhibit A of Shipper's Agreement.
 - (b) Delivery point quantities transferred from a Primary or Secondary Point specified on Exhibit A of Shipper's Agreement must be equal to, or less than, Shipper's peak Hour entitlement less peak hour deliveries to such point.
 - (c) Hourly Delivery Transfers to Primary Points of Delivery shall not exceed the quantity limitations for the time periods specified in Section 2.2(b) of this Rate Schedule. Hourly Delivery Transfers to Secondary Points of Delivery specified in Section 30.4 of the General Terms and Conditions shall not exceed the Maximum Hourly Delivery Quantity as stated in Section 2.2(a) of this Rate Schedule.

2.9 Hourly Delivery Transfer.
(continued)

- (d) Hourly Delivery Transfers may be limited by Transporter's operational capability, as solely determined by Transporter, which may be affected by storage injection or withdrawal requirements and gas Btu limitations at certain locations. Hourly Delivery Transfers will only occur when no adverse impact or reduction in service to any other firm shipper will result.

- 2.10 From time to time, Transporter may request Shipper, upon mutual consent, to go out-of-daily balance and/or to take hourly gas quantities in a manner different from its hourly entitlement amount (HEA) to assist pipeline operations. Any such action will not result in daily unauthorized overrun charges or hourly unauthorized charges pursuant to this Rate Schedule and Section 11 of the General Terms and Conditions of this Tariff. Furthermore, Shipper may offer in writing to assist Transporter in system loading needs. Transporter will process such offers in a reasonable and orderly fashion as time permits. Transporter may accept or reject such offer in writing using its best operational judgment. If Transporter accepts such offer, Shipper's actions in helping system loading needs will not result in daily unauthorized overrun charges or hourly scheduling charges pursuant to this Rate Schedule and Section 11 of the General Terms and Conditions of this Tariff. However, if Shipper takes any actions without first obtaining the written agreement of Transporter, Shipper will be subject to all applicable charges and/or penalties pursuant to this Tariff.

3. TRANSPORTATION SERVICE CHARGES

- 3.1 Reservation Charge. Shipper shall be charged each Month a reservation charge determined by multiplying the reservation rate set forth in the Agreement times Shipper's MDQ, times the monthly billing percent as stated on the following table:

| <u>Month</u> | <u>Billing Percentage of MDQ</u> |
|--------------|--------------------------------------|
| January | 100.000% |
| February | 97.900% |
| March | 78.300% |
| April | 57.000% |
| May | 38.295% |
| June | 12.735% |
| July | 14.775% |
| August | 15.000% |
| September | 55.000% |
| October | 95.000% |
| November | 100.000% |
| December | 100.000% |

- 3.1 Reservation Charge
(continued)
The billing MDQ is for invoicing purposes only and shall not effect Shipper's Transportation entitlements. Shipper's liability for the reservation charge and surcharges shall begin to accrue on the effective date set forth in the Agreement. A Shipper may elect at any time to prepay the reservation charge and surcharges under the Agreement.
- 3.2 Commodity Charge. Each Month, Shipper shall pay a commodity charge consisting of the sum of the following components:
- (a) Quantity Injection Charge. The Quantity Injection Charge shall be the product of the Quantity Injection Rate as set forth in the Agreement multiplied by the quantity received by Transporter for injection into storage during such Month for Shipper's account; and
 - (b) Quantity Delivery Charge. The Quantity Delivery Charge shall be the product of the Quantity Delivery Rate as set forth in the Agreement multiplied by the quantity Delivered to Shipper or for Shipper's account each Day during the Month (exclusive of any overrun quantity) at the Point(s) of Delivery.
- 3.3 Incremental Facility Charge. When the construction of new facilities is required in order to provide service to Shipper, an additional incremental facility charge related to such facilities may be required. Any incremental facility charge will reflect, as appropriate, Transporter's capital cost of installing such facilities, including depreciation, return on equity, taxes, and all associated operating and maintenance costs, and shall be set forth in the Agreement.
- 3.4 Imbalance Management. Shipper shall be subject to the imbalance management provisions set forth in Section 10 of the General Terms and Conditions.
- 3.5 Adjustment of Rates.
- (a) Subject to the terms of the Agreement, Transporter reserves the right to prescribe and/or to adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rate applicable to that Shipper or applicable to any other shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum recourse rate(s) nor shall they be less than the applicable minimum recourse rate(s), set forth on the Statement of Rates. Such minimum and maximum limitation shall not apply to service provided pursuant to Section 4.17 of the General Terms and Conditions of this Tariff.
 - (b) Downward adjustment from the maximum rate shall be for a specific term. Unless otherwise agreed, at the expiration of the term of rate specified in Exhibit "B" of the Agreement, the rate for Transportation Service, shall revert to the maximum allowable recourse rate, including applicable surcharges, under this Rate Schedule. This condition shall not apply to service provided pursuant to Section 4.17 of the General Terms and Conditions.

4. OVERRUN TRANSPORTATION

- 4.1 Daily Authorized Delivery Overrun. On any Day, upon request of Shipper and with Transporter's consent, Shipper may take Deliveries of quantities of Gas in excess of Shipper's MDQ as limited by Shipper's ADWQ at each Point of Delivery. All such quantities shall be transported as authorized overrun Gas and shall be transported on an interruptible basis. Shipper shall pay an amount obtained by multiplying the quantity of such overrun Gas Delivered by Transporter and accepted by Shipper at each Point(s) of Delivery during the Month by the Daily Authorized Delivery Overrun Rate.
- 4.2 Daily Authorized Overrun Charges for Storage. On any Day, upon request of Shipper, subject to the provisions of the Agreement, including, but not limited to, the duty of Shipper not to exceed the Reservoir Integrity Inventory Limit, Transporter may accept or Deliver, on an interruptible basis, quantities in excess of Shipper's ADIQ, ADWQ or MAC and Shipper shall pay for such overrun service as follows:
- (a) Daily Authorized Injection Overruns. An amount obtained by multiplying the quantity injected into storage on any Day which is in excess of Shipper's ADIQ by the Daily Authorized Injection/Withdrawal Overrun Rate. The Daily Authorized Injection/Withdrawal Overrun Rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper and shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Statement of Rates.
 - (b) Daily Authorized Withdrawal Overruns. An amount obtained by multiplying the quantity withdrawn from storage on any Day which is in excess of Shipper's ADWQ by the Daily Authorized Injection/Withdrawal Overrun Rate. The Daily Authorized Injection/Withdrawal Overrun Rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper and shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Statement of Rates.
 - (c) Daily Authorized Storage Capacity Overrun. An amount obtained by multiplying the quantity of Gas in Place on any Day which is in excess of Shipper's MAC by the Daily Authorized Capacity Overrun Rate. The Daily Authorized Capacity Overrun Rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper and shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Statement of Rates.

4.2 Overrun Transportation (continued)

(d) Hourly Authorized Overrun. On any Day, upon request of Shipper and with Transporter's consent, Shipper may take hourly Deliveries of Gas in excess of 1/24th of Shipper's MDQ under this rate schedule. Such quantities shall be Tendered at an agreed upon level at Primary Point(s) of Delivery Rates of Flow as stated in Section 2.2 of this rate schedule. All such quantities shall be Transported as Hourly Authorized Overrun Gas on an interruptible basis. Shipper shall pay an amount obtained by multiplying the largest quantity of such Hourly Authorized Overrun Gas during any one Hour of a Day times 24, times the Hourly Authorized Overrun Rate. The Hourly Authorized Overrun Rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper. Such agreed upon rate shall not be less than the applicable minimum rate or more than the applicable maximum rate set forth on the Statement of Rates.

4.3 Daily Unauthorized Overrun. On any Day, Deliveries to Shipper or for Shipper's account which exceed Shipper's MDQ, ADIQ, ADWQ and MAC at any Point(s) and which have not been authorized by Transporter, are unauthorized and shall be subject to the Daily Unauthorized Overrun Rate (non-critical or critical Condition as applicable). Shipper shall pay the total of the amounts obtained by multiplying the quantity of such daily unauthorized overrun Gas for each Day during the Month by the Daily Unauthorized Overrun Rate, as adjusted by the provisions of Section 4.4, below.

4.4 Hourly Unauthorized Overrun. Hourly Unauthorized Overrun charges will be assessed if the total hourly deliveries for an hour exceed the total delivery rights for that hour. Hourly delivery quantities in excess of authorized hourly deliveries shall be subject to the Hourly Unauthorized Overrun Rate on the Statement of Rates. Hourly overrun delivery quantities will be determined using a two step process.

- (a) Transporter will first evaluate hourly deliveries and peak Hour rights at each delivery location using non-coincident peak hour deliveries.
- (b) Should an hourly overrun be indicated from this first step, a second evaluation will be performed to determine the delivery load for each hour under the Agreement using the coincident hourly delivery quantities for all locations.
 - (i) Hourly overrun charges will only be assessed if an hourly overrun is determined based on the coincident peak delivery calculation.
 - (ii) Should an unauthorized hourly overrun occur, Shipper shall pay the higher of 1) an amount obtained by multiplying the Hourly Unauthorized Overrun Rate times the largest quantity of such Hourly Unauthorized Overrun Gas during any one Hour of a Day, or 2) an amount obtained by multiplying the Hourly Unauthorized Overrun Rate times 24, times the excess quantity of the Three Hour Peak, as defined in Rate Schedule NNT-1 Section 2.2.

- 4.5 Shipper shall pay only one daily authorized overrun charge when Shipper's authorized injection overruns also result in an authorized storage capacity overrun. Shipper shall pay the higher of the Daily Authorized Injection Overrun charge, calculated pursuant to Section 4.2(a) above, or the Daily Authorized Storage Capacity Overrun charge, calculated pursuant to Section 4.2(c) above.

5. FUEL REIMBURSEMENT

- 5.1 Shipper shall furnish to Transporter the Fuel Reimbursement as defined in Section 1 of the General Terms and Conditions. Quantities of Gas Tendered for injection into Transporter's Storage Fields shall be adjusted for Fuel Reimbursement attributed to Storage Service. No Fuel Reimbursement shall be furnished by Shipper from the Point of Withdrawal to the Primary Point(s) of Delivery. However, Shipper shall furnish Fuel Reimbursement as defined in Section 1 of the General Terms and Conditions when utilizing Secondary Points which are not listed in Section 30.1 of the General Terms and Conditions and/or when utilizing Secondary Points of Receipt. For such quantities, Gas received at Point(s) of Receipt shall be adjusted to reflect Fuel Reimbursement prior to Delivery at Point(s) of Delivery.

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except as modified in the Agreement, are made a part of this Rate Schedule.

RATE SCHEDULE NNT-2
NO-NOTICE STORAGE AND TRANSPORTATION SERVICE - FIRM

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any customer (hereinafter referred to as "Shipper") under Colorado Interstate Gas Company, L.L.C.'s (hereinafter referred to as "Transporter") former Sales Rate Schedule SG-1 as the replacement for the Transportation and storage capacity of that sales service. A Party converted to this service is subject to the terms and conditions of this Tariff for the Transportation (including storage) of natural Gas by Transporter when Shipper desires No-Notice Transportation Service ("NNT-2"), and:
- (a) Shipper is a Small Customer, as defined in Section 1 of the General Terms and Conditions;
 - (b) Shipper agrees to receive service under this Rate Schedule and Rate Schedule TF-4 equal to 100 percent of its firm entitlements prior to receiving service under any other Rate Schedule, and Shipper must receive 100 percent of its Transportation requirements from Transporter under one or more of its Rate Schedules;
 - (c) Transporter has determined that, other than necessary tap(s), valves, measurement equipment and other minor facilities necessary to effectuate service at any new or existing Point of Delivery (which Transporter shall provide upon written request and on a not unduly discriminatory basis at reasonable, mutually agreeable locations which will not adversely affect the existing operation of Transporter's system or significantly alter the operation of the pipeline system) Transporter has available or will secure sufficient uncommitted transmission and storage capacity to provide the service requested by Shipper as well as its other firm service commitments;
 - (d) Shipper has entered into a Transportation Service Agreement under Transporter's Rate Schedule TF-4 for Transportation of Gas for injection in Transporter's storage facilities. The Maximum Delivery Quantity ("MDQ") specified in the Rate Schedule TF-4 Service Agreement with Transporter must be equal to or greater than Shipper's Maximum Daily Injection Quantity ("MDIQ") as set forth in Shipper's Rate Schedule NNT-2 Service Agreement and the term of the Rate Schedule TF-4 Agreement must be equal to the term of the Rate Schedule NNT-2 Agreement; and
 - (e) Shipper has met the service requirements specified in Section 4 of the General Terms and Conditions, including the creditworthiness conditions specified in Section 4.14 of the General Terms and Conditions; and
 - (f) Shipper and Transporter have executed a No-Notice Transportation Service Agreement ("Agreement") pursuant to the terms of this Rate Schedule.

If Shipper has met all the requirements set forth in this Section 1, then service may commence.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Service under this Rate Schedule entails the storage and Transportation of Gas by Transporter from Point of Withdrawal to Point(s) of Delivery.

- (a) Subject to the limitations set out in this Tariff, service under this Rate Schedule is firm up to the MDQ specified in the Agreement and shall be limited to Shipper's Available Daily Withdrawal Quantity ("ADWQ") as defined in Section 1 of the General Terms and Conditions.
- (b) Transporter will make Deliveries on a "no-notice" basis (requiring no Nominations) based on Shipper's ADWQ. Subject to the notice requirements of Section 2.2 of this Rate Schedule, Shipper may take Deliveries up to its full MDQ, limited by Shipper's ADWQ, during the Injection Period.
- (c) It shall be Shipper's responsibility to maintain an amount of Gas in storage to satisfy its needs.

2.2 Rates of Flow. Unless otherwise agreed, at each Point of Delivery, each Party shall use reasonable efforts to Tender, or cause to be Tendered, Gas at reasonably uniform Hourly and Daily rates of flow, except as specified below.

- (a) At each Primary Point of Delivery and Short Notice Point(s) of Delivery, quantities Delivered for Shipper's account in any Hour shall not exceed the greater of the following quantities for the time period specified (Notices shall be provided pursuant to Section 6.5 of the General Terms and Conditions):
 - (i) November 1 to May 14
Without Notice to Transporter
 - Peak Hour: Up to 166% of Available Hourly Withdrawal Quantity ("AHWQ")
 - Three Hour Peak: Average must be less than or equal to 150% of AHWQ
 - Daily: Average Hour must be less than or equal to AHWQ
 - (ii) May 15 to September 14
Without Notice to Transporter
 - Peak Hour: Up to 25% of AHWQ
 - Three Hour Peak: Average must be less than or equal to 15% of AHWQ
 - Average Hour: Up to 15% of AHWQ

2.2 Rates of Flow
(a) (ii) (continued)

With Two Hour Notice to Transporter
Remaining Hourly Deliveries are limited to an average of 30% of AHWQ
Peak Hour: Up to 55% of AHWQ
Three Hour Peak: Average must be less than or equal to 45% of AHWQ

With Four Hour Notice to Transporter
Remaining Hourly Deliveries are limited to an average of 100% of AHWQ
Peak Hour: Up to 125% of AHWQ
Three Hour Peak: Average must be less than or equal to 115% of AHWQ

(iii) September 15 to October 31
Without Notice to Transporter
Peak Hour: Up to 111% of AHWQ
Three Hour Peak: Average must be less than or equal to 95% of AHWQ
Daily: Average Hour must be less than or equal to 45% of AHWQ

With Four Hour Notice to Transporter
Remaining Hourly Deliveries are limited to 100% of AHWQ
Peak Hour: Up to 166% of AHWQ
Three Hour Peak: Average must be less than or equal to 150% of AHWQ
Daily: Average Hour must be less than or equal to AHWQ

(iv) If a Shipper requests enhanced Deliveries under the notice provisions of this section, and then Shipper fails to take at least the Enhanced Daily Delivery Quantity resulting from such requests, then Transporter will charge any related consequential damages to Shipper. Such consequential damages will reimburse Transporter for any costs associated with preserving the integrity of its system, and may include any reasonable steps by Transporter resulting in costs associated with preserving and maintaining the integrity of its system, including, but not limited to the following: selling Shipper's excess supplies to third Parties, or confiscation of such supplies by Transporter.

- 2.3 Authorized Overrun Service. On any Day, upon request of Shipper, Transporter may provide on an interruptible basis Authorized Overrun service.
- (a) Shipper may request Transporter to authorize Overrun Deliveries to Shipper's Primary Points of Delivery.
 - (i) Authorized Overrun Delivery Quantities must be sourced from Shipper's storage inventory.
 - (ii) When approved by Transporter, daily Authorized Overrun Delivery requests are for full Day quantities. Upon approval of daily Authorized Overrun Delivery Quantities, hourly authorized overrun service will be provided as specified in Section 6 of the General Terms and Conditions of this Tariff.
 - (iii) Shipper must follow the applicable request process for overrun delivery service as specified in Section 6 of the General Terms and Conditions of this Tariff.
 - (b) Request and approval of daily Authorized Overrun deliveries includes the authorization for Shipper to overrun ADWQ by the same amount.
 - (c) Quantities in excess of Shipper's ADIQ, so long as such excess quantities do not result in an overrun of MAC, are deemed to be Authorized Overrun Quantities except when Transporter has declared a Strained Operating Condition or Critical Condition.
 - (d) In the event Transporter has issued a notice of Strained Operating Condition or Critical Condition, Shipper must request and obtain Transporter's prior consent for quantities in excess of Shipper's ADIQ to be injected into storage. If Transporter's prior consent is not obtained, quantities in excess of Shipper's ADIQ shall be treated as Unauthorized Overrun quantities.
 - (e) Shipper may request Transporter to accept injections into storage resulting in Shipper's Gas in Place to exceed Shipper's MAC.
 - (i) Shipper must obtain Transporter's prior consent for such overrun service for quantities in excess of Shipper's MAC to be considered Authorized Overrun Quantities. If Transporter's prior consent is not obtained, the excess quantities shall be treated as Unauthorized Overrun quantities.
 - (ii) When approved by Transporter, Authorized Overrun injection or withdrawal requests are for full Day quantities.

2.4 Shippers under this Rate Schedule will be allocated Storage Service capacity.

- (a) The Storage Service entitlements, based on an Average Thermal Content of Gas in Storage of 1,000 Btu per cubic foot shall consist of (1) a Maximum Available Capacity ("MAC") as stated in the Agreement, (2) a Maximum Daily Injection Quantity ("MDIQ"), and (3) a Maximum Daily Withdrawal Quantity ("MDWQ"), and shall be considered firm.
 - (i) Service up to and including these levels is not subject to interruption or curtailment by Transporter except as provided in this Tariff.
 - (ii) Shippers' Storage Service entitlements shall be adjusted as provided in the definition of Available Daily Injection Quantity, Available Daily Withdrawal Quantity and Average Thermal Content of Gas in Storage in Section 1 of the General Terms and Conditions.
- (b) Compliance with Reservoir Integrity Inventory Limit.
 - (i) Except as provided below, Shipper shall not exceed the Reservoir Integrity Inventory Limit as provided in Section 1 of the General Terms and Conditions. If Shipper exceeds the Reservoir Integrity Inventory Limit, Transporter will seek Shipper's immediate cooperation to bring Shipper's Gas in Place into compliance with the Reservoir Integrity Inventory Limit. If necessary, Transporter will issue Operational Flow Orders to bring Shipper's Gas in Place into compliance with the Reservoir Integrity Inventory Limit. Shipper's MDWQ shall be reduced pursuant to the ADWQ chart provided in Section 1 of the General Terms and Conditions. Transporter shall have no obligation to Deliver quantities in excess of the Shipper's ADWQ. Shipper shall hold Transporter harmless and shall indemnify Transporter for any damages which may directly or indirectly arise out of or which relate to Shipper's failure to maintain a sufficient quantity of Gas in storage to satisfy its needs.
 - (ii) Shipper shall have no more than 24 percent of MAC in storage between and including May 1 and May 15 of each year, unless Transporter determines, on a non-discriminatory basis, that retention of a higher quantity of Gas will not adversely affect Transporter's storage reservoirs. In such instance, Transporter shall specify the higher level Shipper may maintain.

2.4 Compliance with Reservoir Integrity Inventory Limit.
(b) (continued)

- (iii) Pursuant to the definition of Reservoir Integrity Inventory Limit in Section 1 of the General Terms and Conditions, Transporter shall evaluate its storage reservoirs each year to determine if Shipper can be authorized to maintain a higher inventory level in storage during the following withdrawal and injection seasons. Transporter shall base this evaluation on actual storage usage during the previous year and shall post the revised requirements (variable Reservoir Integrity Inventory Limits) on its electronic bulletin board on or before January 21 of each year.
 - (iv) The above requirements notwithstanding, 100 percent of all quantities stored hereunder shall be withdrawn upon expiration of the term of the Agreement.
- (c) If, on any Day during the Withdrawal Period, Shipper requests Transporter to withdraw and Deliver to Shipper a quantity of Gas up to Shipper's ADWQ and Transporter fails to do so, then Shipper's obligation to withdraw its Gas shall be extended by the number of days that Transporter failed to withdraw and Deliver the Quantity requested by Shipper. Any quantities required to be withdrawn which have not been withdrawn as provided hereunder shall become the property of Transporter without charge and shall be free and clear of any adverse claims.
- (d) Transfer of Gas in Place. A Shipper ("Transferor") may sell Gas in Place in storage, or to any other Rate Schedule NNT-1, NNT-2, or FS-1 Shipper ("Transferee"), pursuant to this Rate Schedule provided:
 - (i) Transferor has title to the Gas;
 - (ii) Transferor has all necessary authority to sell the Gas;
 - (iii) The sale of Gas will not cause Transferee to exceed the Reservoir Integrity Inventory Limit after the transfer has taken place;
 - (iv) Transferee has sufficient storage and Transportation capacity to continue to store, to withdraw, and to receive all Gas withdrawn from storage;
 - (v) Transferee and Transferor submit a notification of the proposed transfer to Transporter at least 2 Business Days before the proposed sale, signed by both Transferee and Transferor, setting forth details of the proposed transfer, including the effective date and quantity of Gas to be sold, and reciting compliance with this Section 2.4; and

2.4 Compliance with Reservoir Integrity Inventory Limit.
(d) Transfer of Gas in Place (continued)

- (vi) Transporter verifies that the Transferor has sufficient quantity in storage and that the transfer will not adversely affect system operations or the provision of other firm storage or Transportation Services.

Transferor may also sell Gas in Place to Transporter. Such Gas shall not be used to benefit Transporter's merchant function.

- 2.5 Service under this Rate Schedule shall not be subject to Transporter's Capacity Release Program pursuant to Section 9 of the General Terms and Conditions of this Tariff.
- 2.6 All Shippers, or their designated agent, under this Rate Schedule may participate in Joint Monthly Operating Plan Meetings discussed more fully in Section 11 of the General Terms and Conditions, and shall be subject to the Joint Monthly Operating Plan developed during such meetings. Shippers shall plan and schedule their Gas flows in accordance with the Joint Monthly Operating Plan established in the Joint Monthly Operating Plan Meeting to the maximum extent practicable.
- 2.7 Subject to the limitations of the Reservoir Integrity Inventory Limit (Section 1 of the General Terms and Conditions), Receipt Quantities in excess of quantities Delivered to Shipper under Rate Schedule TF-4 on any Day under this Rate Schedule shall be deemed to be injected into storage for Shipper's account. Likewise, subject to those limitations, Deliveries that exceed Receipt Quantities under Rate Schedule TF-4 on any Day shall be deemed to be withdrawn from storage for Shipper's account. Shipper's storage inventory shall be adjusted to account for all quantities deemed injected or withdrawn pursuant to this provision. However, if due to the limitations of the Reservoir Integrity Inventory Limit or MDIQ, Gas cannot be injected into storage, transportation imbalance measures (as addressed in Sections 10 and 11 of the General Terms and Conditions) will apply or service may be curtailed, or both. If imbalances occur, Transporter will seek Shipper's immediate cooperation to eliminate them. If necessary, Transporter will issue Operational Flow Orders to eliminate imbalances under this Rate Schedule.

- 2.8 From time to time, Transporter may request Shipper, upon mutual consent, to go out-of-daily balance and/or to take hourly gas quantities in a manner different from its hourly entitlement amount (HEA) to assist pipeline operations. Any such action will not result in daily unauthorized overrun charges or hourly unauthorized charges pursuant to this Rate Schedule and Section 11 of the General Terms and Conditions of this Tariff. Furthermore, Shipper may offer in writing to assist Transporter in system loading needs. Transporter will process such offers in a reasonable and orderly fashion as time permits. Transporter may accept or reject such offer in writing using its best operational judgment. If Transporter accepts such offer, Shipper's actions in helping system loading needs will not result in daily unauthorized overrun charges or hourly scheduling charges pursuant to this Rate Schedule and Section 11 of the General Terms and Conditions of this Tariff. However, if Shipper takes any actions without first obtaining the written agreement of Transporter, Shipper will be subject to all applicable charges and/or penalties pursuant to this Tariff.

3. TRANSPORTATION SERVICE CHARGES

- 3.1 **Commodity Charge.** Each Month, Shipper shall be charged an amount obtained by multiplying a Commodity Delivery Rate set forth in the Agreement by the quantity of Gas Delivered by Transporter and accepted by Shipper or for Shipper's account each Day during the Month (exclusive of any overrun quantities) at the Point(s) of Delivery.
- 3.2 **Surcharges.** Shippers shall be subject to applicable surcharges as specified in the Agreement.
- 3.3 **Incremental Facility Charge.** When the construction of new facilities is required in order to provide service to Shipper, an additional incremental facility charge related to such facilities may be required. Any incremental facility charge will reflect, as appropriate, Transporter's capital cost of installing such facilities, including depreciation, return on equity, taxes, and all associated operating and maintenance costs, and shall be set forth in the Agreement.
- 3.4 **Imbalance Management.** Shipper shall be subject to the imbalance management provisions set forth in Section 10 of the General Terms and Conditions.

3.5 Adjustment of Rates.

- (a) Subject to the terms of the Agreement, Transporter reserves the right to prescribe and/or adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rates applicable to that Shipper or applicable to any other Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum recourse rate(s) nor shall they be less than the applicable minimum recourse rate(s), set forth on the Statement of Rates. Such minimum and maximum rate shall not apply to service provided pursuant to Section 4.17 of the General Terms and Conditions of this Tariff.
- (b) Downward adjustment from the maximum rate shall be for a specific term. Unless otherwise agreed, at the expiration of the Term of Rate specified in Exhibit "B" of the Agreement, the rate for Transportation Service, shall revert to the maximum allowable recourse rate, including applicable surcharges, under this Rate Schedule. This condition shall not apply to service provided pursuant to Section 4.17 of the General Terms and Conditions.

4. OVERRUN TRANSPORTATION

- 4.1 Daily Authorized Delivery Overrun. On any Day, upon request of Shipper and at Transporter's option, Shipper may take Deliveries of quantities of Gas in excess of Shipper's MDQ. All such quantities shall be transported as authorized overrun Gas and shall be transported on an interruptible basis. Shipper shall pay an amount obtained by multiplying the quantity of such overrun Gas Delivered by Transporter and accepted by Shipper at each Point(s) of Delivery during the Month by the Daily Authorized Overrun rate.
- 4.2 Daily Authorized Overrun Charges for Storage. On any Day, upon request of Shipper, subject to the provisions of the Agreement, including, but not limited to, the duty of Shipper not to exceed the Reservoir Integrity Inventory Limit, Transporter may accept or Deliver, on an interruptible basis, quantities in excess of Shipper's ADIQ, ADWQ or MAC and Shipper shall pay for such overrun service as follows:
 - (a) Daily Authorized Injection Overruns. An amount obtained by multiplying the quantity injected into storage on any Day which is in excess of Shipper's ADIQ by the Daily Authorized Injection/Withdrawal Overrun Rate. The Daily Authorized Injection/Withdrawal Overrun Rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper and shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Statement of Rates.

- (b) Daily Authorized Withdrawal Overruns. An amount obtained by multiplying the quantity withdrawn from storage on any Day which is in excess of Shipper's ADWQ by the Daily Authorized Injection/Withdrawal Overrun Rate. The Daily Authorized Injection/Withdrawal Overrun Rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper and shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Statement of Rates.
 - (c) Daily Authorized Storage Capacity Overrun. An amount obtained by multiplying the quantity of Gas in Place on any Day which is in excess of Shipper's MAC by the Daily Authorized Capacity Overrun Rate. The Daily Authorized Capacity Overrun Rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper and shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Statement of Rates.
 - (d) Hourly Authorized Overrun. On any Day, upon request of Shipper and with Transporter's consent, Shipper may take Hourly Deliveries of Gas in excess of 1/24th of Shipper's MDQ under this rate schedule. Such quantities shall be Tendered at an agreed upon level at Primary Point(s) of Delivery Rates of Flow as stated in Section 2.3 of this rate schedule. All such quantities shall be Transported as Hourly Authorized Overrun Gas on an interruptible basis. Shipper shall pay an amount obtained by multiplying the largest quantity of such Hourly Authorized Overrun Gas during any one hour of a Day times 24, times the Hourly Authorized Overrun Rate. The Hourly Authorized Overrun Rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper. Such agreed upon rate shall not be less than the applicable minimum rate or more than the applicable maximum rate set forth on the Statement of Rates.
 - (e) Shipper shall pay only one daily authorized overrun charge when Shipper's authorized injection overruns also result in an authorized storage capacity overrun. Shipper shall pay the higher of the Daily Authorized Injection Overrun charge, calculated pursuant to Section 4.2(a) above, or the Daily Authorized Storage Capacity Overrun charge, calculated pursuant to Section 4.2(c) above.
- 4.3 Daily Unauthorized Overrun. On any Day, Deliveries to Shipper, or for Shipper's account, which exceed Shipper's MDQ, ADIQ, ADWQ and MAC at any Point(s) and which have not been authorized by Transporter is unauthorized and shall be subject to the Daily Unauthorized Overrun Rate (non-Critical or Critical Condition as applicable). Shipper shall pay an amount obtained by multiplying the quantity of such unauthorized overrun Gas during the Month by the Daily Unauthorized Overrun Rate.

- 4.4 Hourly Unauthorized Overrun. Hourly Deliveries of Gas that are in excess of the Hourly quantities authorized in Section 2.2 of this rate schedule at Point(s) of Delivery and Hourly Deliveries of Gas in excess of the Three Hour Peak in Section 2.2 of this Rate Schedule shall be subject to the Hourly Unauthorized Overrun Rate. Shipper will pay an amount obtained by multiplying the largest quantity of such Hourly Unauthorized Overrun Gas during any one Hour of the Day, and/or the excess quantity of the Three Hour Peak times 24, times the Hourly Unauthorized Overrun Rate on the Statement of Rates.

5. FUEL REIMBURSEMENT

- 5.1 Shipper shall furnish to Transporter the Fuel Reimbursement as defined in Section 1 of the General Terms and Conditions. Quantities of Gas Tendered for injection into Transporter's Storage Fields shall be adjusted for Fuel Reimbursement attributed to Storage Service. No Fuel Reimbursement shall be furnished by Shipper from the Point of Withdrawal to the Primary Point(s) of Delivery.

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except as modified in the Agreement, are made a part of this Rate Schedule.

RATE SCHEDULE TSB-Y
TRANSPORTATION - YOUNG STORAGE BALANCING SERVICE - FIRM

1. AVAILABILITY

1.1 This Rate Schedule is available to any Party (hereinafter referred to as "Shipper") for the transportation and storage balancing of natural gas on the High Plains System. Transporter's ability to provide service under this Rate Schedule is based on, and limited to, its acquired capacity in Young Storage. Service under this Rate Schedule will be provided on a firm basis by Transporter, when:

- (a) Shipper makes a complete request for Transportation - Young Storage Balancing Service in accordance with Section 4 of the General Terms and Conditions of the Tariff;
- (b) Transporter has determined that, other than necessary taps, valves, measurement equipment and other minor facilities necessary to effectuate service at any new or existing Point of Delivery (which Transporter shall provide upon written request and on a not unduly discriminatory basis at reasonable, mutually agreeable locations which will not adversely affect the existing operation of Transporter's system or significantly alter the operation of the pipeline system), Transporter has available or will secure sufficient uncommitted transmission and Young Storage capacity to provide the service requested by Shipper as well as its other firm service commitments;
- (c) Shipper has met the service requirements specified in Section 4 of the General Terms and Conditions and the creditworthiness conditions specified in Section 4.14 of the General Terms and Conditions; and
- (d) Shipper (i) has entered into a transportation service agreement under Transporter's Rate Schedule TF-HP for Transportation of Gas for injection into the Young storage facility and such TF-HP agreement shall also include the same Primary Point(s) of Delivery as the Rate Schedule TSB-Y Agreement. The Maximum Delivery Quantity ("MDQ") specified in such agreement must be equal to or greater than Shipper's Young Maximum Daily Injection Quantity ("YMDIQ") as set forth in Shipper's Rate Schedule TSB-Y Agreement and the term of the firm transportation service agreement; and
- (e) Shipper and Transporter have executed a Transportation - Young Storage Balancing Service Agreement ("Agreement") pursuant to the terms of this Rate Schedule.

If Shipper has met all the requirements set forth in this Section 1, then service may commence.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Primary, Segmented Secondary and Secondary Capacity

(a) Primary Capacity

- (i) Service under this Rate Schedule entails the use of Young Storage and the Transportation of Gas by Transporter from Point of Withdrawal from Young Storage to Point(s) of Delivery. Subject to the limitations set out in this Tariff, service under this Rate Schedule is firm up to the MDQ specified in the Agreement and shall be limited to Shipper's Young Available Daily Withdrawal Quantity ("YADWQ") as defined in Section 8.3 of the General Terms and Conditions.
- (ii) As limited by the provisions of Section 2.2 of this Rate Schedule, Transporter will make Deliveries on an "hour-notice" basis (i.e., shipper Nominations may be made up to one hour before gas is dispatched) based on Shipper's Young Available Daily Withdrawal Quantity ("YADWQ"), as adjusted by any other previously scheduled withdrawals using Shipper's Young Storage account. Further, Shipper may take Deliveries up to MDQ, limited by Shipper's YADWQ during the Young Injection Period. Shipper's hour-notice Nominations shall be consistent with the requirements of Section 6 of the General Terms and Conditions.
- (iii) In addition to the above, Transporter will make Deliveries to Shipper's Primary Points of Delivery on a one-hour notice basis based on receipts from Shipper's Young Storage inventory as limited by the following:
 - (A) Deliveries are limited to Shipper's YADWQ as adjusted for any other previously scheduled withdrawal quantities using Shipper's Young Storage inventory.
 - (B) Deliveries are limited to the remaining capacity on the High Plains facilities as adjusted for any other previously scheduled quantities using those facilities. At any time during the Gas Day, scheduled service under Rate Schedule PAL-HP will not interfere with service under this Rate Schedule. For avoidance of doubt, Shipper's Nominations during any Hour of the Gas Day for service under this Rate Schedule, Transporter's Confirmation thereof and Transporter's obligation to deliver Confirmed Quantities will not be limited or otherwise adversely affected by any service scheduled under Rate Schedule PAL-HP.

2.1 Primary, Segmented Secondary and Secondary Capacity (continued)

(a) Primary Capacity

(iii) (continued)

(C) Shippers may submit a Nomination pursuant to this section at or prior to the top of any hour to be effective at the top of any subsequent hour. Such Nominations shall be subject to the following requirements and limitations:

1. Nominations will be processed after Nominations received pursuant to the provisions of Section 6.1 of the General Terms and Conditions for the same effective time.
2. Nominations will be processed on a first-come, first served basis.
3. Nominations are considered to be Intraday Nominations and are only effective for the remainder of the Gas Day.
4. Nominations received at or before the top of any Hour, if scheduled by Transporter, will become effective the later of 1) the top of the next operationally available subsequent Hour, or 2) the top of the Hour requested by the Shipper.

(iv) It shall be Shipper's responsibility to maintain an amount of Gas in Young Storage to satisfy its needs.

(b) Transportation Service utilizing Flow Path Secondary Capacity shall be scheduled, subject to capacity availability, following Primary Capacity but before Secondary Capacity.

(c) Transportation Service utilizing Secondary Capacity shall be scheduled, subject to capacity availability, following all Primary Capacity and Flow Path Secondary Capacity.

(d) TSB Balancing Point

(i) Transporter shall establish a TSB Balancing Point that is associated with Shipper's Primary Delivery Points under the Agreement.

(ii) At Shipper's option, Nominations on its related transportation service agreement(s) may also be made to such TSB Balancing Point.

(d) TSB Balancing Point (continued)

- (iii) Transporter shall, to the extent possible, optimize the Delivery of Scheduled Quantities at Shipper's TSB Balancing Point on its related transportation service agreement(s) to Shipper's Primary Points of Delivery or to Shipper's TSB account. Deliveries from the TSB Balancing Point to Shipper's Primary Delivery Points shall be limited by the lesser of the Scheduled Quantity or the Maximum Delivery Quantity on the related transportation service agreement.

2.2 Rates of Flow. Unless otherwise agreed on a nondiscriminatory basis, at each Point of Delivery, each Party shall use reasonable efforts to Tender, or cause to be Tendered, Gas at reasonably uniform Hourly rates of flow.

2.3 Authorized Overrun Service. On any Day, upon request of Shipper, Transporter may provide on an interruptible basis Authorized Overrun service.

- (a) Shipper may request Transporter to authorize Overrun Deliveries.
 - (i) When approved by Transporter, daily Authorized Overrun Delivery requests are for full Day quantities and Shipper shall pay the applicable daily Authorized Overrun charges for that service.
 - (ii) Shipper must follow the applicable request process for overrun delivery service as specified in Section 6 of the General Terms and Conditions of this Tariff.
- (b) Request and approval of daily Authorized Overrun deliveries includes the authorization for Shipper to overrun YADWQ by the same amount subject to available Young Storage capacity limits.
- (c) Shipper may request Transporter to accept injections into storage resulting in Shipper's Gas in Place to exceed Shipper's YMAC.
 - (i) Shipper must obtain Transporter's prior consent for such overrun service for quantities in excess of Shipper's YMAC to be considered Authorized Overrun Quantities. If Transporter's prior consent is not obtained, the excess quantities shall be treated as Unauthorized Overrun quantities.
 - (ii) When approved by Transporter, Authorized Overrun injection or withdrawal requests are for full Day quantities.

- 2.4 Subject to the limitations of the Young Reservoir Integrity Inventory Limit (see Section 8.3 of the General Terms and Conditions), quantities Delivered to the Point(s) of Delivery specified in the Agreement and/or High Plains Segmentation Points of Delivery on any Day under any of Transporter's High Plains transportation rate schedules which are in excess of Shipper's requirements at such Point(s) of Delivery, shall be accounted for as Receipt Quantities under this rate schedule and shall be deemed to be injected into Young Storage for Shipper's account. Likewise, subject to the same limitations, Shipper's requirements on any Day at the Point(s) of Delivery specified in the Agreement which are in excess of quantities Delivered under Transporter's transportation rate schedules shall be deemed to be withdrawn from storage for Shipper's account up to Shipper's YADWQ. Shipper's storage inventory shall be adjusted to account for all quantities deemed injected or withdrawn pursuant to this provision. However, if due to the limitations of the Young Reservoir Integrity Inventory Limit, YMDWQ or YMDIQ, Gas cannot be injected into, or withdrawn from, storage as necessary, transportation imbalance measures (as addressed in Sections 10 and 11 of the General Terms and Conditions) will apply or service may be curtailed, or both. If imbalances occur, Transporter will seek Shipper's immediate cooperation to eliminate them. If necessary, Transporter will issue operational flow orders to eliminate imbalances under this Rate Schedule.
- 2.5 Shippers under this Rate Schedule will be allocated Storage Service capacity.
- (a) The Storage Service entitlements, based on an Average Thermal Content of Gas in Storage of 1,000 Btu per cubic foot shall consist of (1) a Young Maximum Available Capacity ("YMAC"), as stated in the Agreement, (2) a Young Maximum Daily Injection Quantity ("YMDIQ"), and (3) a Young Maximum Daily Withdrawal Quantity ("YMDWQ") and shall be considered firm.
 - (i) Service up to and including these levels is not subject to interruption or curtailment by Transporter except as provided in this Tariff.
 - (ii) Shipper's Young Storage service entitlements shall be adjusted pursuant to Shipper's Young Available Daily Injection Quantity, Young Available Daily Withdrawal Quantity.
 - (b) Compliance with Young Reservoir Integrity Inventory Limit.
 - (i) Except as provided below, Shipper shall not exceed the Young Reservoir Integrity Inventory Limit as provided in Section 8.3 of the General Terms and Conditions. If Shipper exceeds the Young Reservoir Integrity Inventory Limit, Transporter will seek Shipper's immediate cooperation to bring Shipper's Gas in Place into compliance with the Young Reservoir Integrity Inventory Limit. If necessary, Transporter will issue operational flow orders to bring Shipper's Gas in Place into compliance with the Young Reservoir Integrity Inventory Limit. Shipper's YMDWQ shall be reduced pursuant to the YADWQ chart provided in Section 8.3 of the General Terms

2.5 Shippers under this Rate Schedule will be allocated Storage Service capacity.

(b) Compliance with Young Reservoir Integrity Inventory Limit.

(i) (continued)

and Conditions. Transporter shall have no obligation to Delivery quantities in excess of the Shipper's YADWQ. Shipper shall hold Transporter harmless and shall indemnify Transporter for any damages which may directly or indirectly arise out of or which relate to Shipper's failure to maintain a sufficient quantity of Gas in storage to satisfy its needs.

(ii) Shipper shall have no more than 49.4 percent of YMAC in storage between and including June 1 and June 22 of each year, unless Transporter determines, on a non-discriminatory basis, that retention of a higher quantity of Gas will not adversely affect Transporter's High Plains Storage reservoir.

In such instance, Transporter shall specify the higher level Shipper may maintain.

(iii) The above requirements notwithstanding, 100 percent of all quantities stored hereunder shall be withdrawn upon expiration of the term of the Agreement.

(c) If, on any Day during the Withdrawal Period, Shipper requests Transporter to withdraw and Deliver to Shipper a quantity of Gas up to Shipper's YADWQ, as adjusted for other scheduled withdrawal requirement's from Shipper's Young Storage account, and Transporter fails to do so, then Shipper's obligation to withdraw its Gas shall be extended by the number of Days that Transporter failed to withdraw and Deliver the quantity requested by Shipper. Any quantities required to be withdrawn which have not been withdrawn as provided hereunder shall become the property of Transporter without charge and shall be free and clear of any adverse claims.

(d) Transfer of Gas in Place. A Shipper ("Transferor") may sell Gas in Place in storage to any other Rate Schedule TSB-Y Shipper ("Transferee"), pursuant to this Rate Schedule provided:

(i) Transferor has title to the Gas;

(ii) Transferor has all necessary authority to sell the Gas;

(iii) The sale of Gas will not cause Transferee to exceed the Young Reservoir Integrity Inventory Limit after the transfer has taken place;

(d) (continued)

- (iv) Transferee has sufficient storage and transportation capacity to continue to store, to withdraw, and to receive all Gas withdrawn from storage;
- (v) Transferee and Transferor submit a notification of the proposed transfer to Transporter at least 2 Business Days before the proposed sale, signed by both Transferee and Transferor, setting forth details of the proposed transfer, including the effective date and quantity of Gas to be sold, and reciting compliance with this Section 2.5; and
- (vi) Transporter verifies that the Transferor has sufficient quantities in storage and that the transfer will not adversely affect system operations or the provision of other firm Storage or Transportation Services.

- 2.6 All Shippers, or their designated agents, under this Rate Schedule may participate in Joint Monthly Operating Plan meetings discussed more fully in Section 11 of the General Terms and Conditions. Shippers shall be subject to the Joint Monthly Operating Plan and operational flow orders, as provided in Section 11 of the General Terms and Conditions. Shippers shall plan and schedule their Gas flows in accordance with the Joint Monthly Operating Plan to the maximum extent practicable.
- 2.7 This service shall be subject to Section 9 of the General Terms and Conditions pertaining to capacity release.
- 2.8 Release of Rate Schedule TSB-Y Capacity.
- (a) Shipper may release its Rate Schedule TSB-Y capacity for service under Rate Schedule TSB-Y. The Acquiring Shipper will retain one hour Nomination rights as defined in Section 2.1 (a) above, at the primary points listed in the Releasing Shipper's TSB-Y Agreement.
 - (b) Shipper may separately release its Rate Schedule TSB-Y storage and transportation rights.

- 2.9 From time to time, Transporter may request Shipper, upon mutual consent, to go out-of-daily balance and/or to take hourly gas quantities in a manner different from its hourly entitlement amount (HEA) to assist pipeline operations. Any such action will not result in daily unauthorized overrun charges or hourly unauthorized charges pursuant to this Rate Schedule and Section 11 of the General Terms and Conditions of this Tariff. Furthermore, Shipper may offer in writing to assist Transporter in system loading needs. Transporter will process such offers in a reasonable and orderly fashion as time permits. Transporter may accept or reject such offer in writing using its best operational judgment. If Transporter accepts such offer, Shipper's actions in helping system loading needs will not result in daily unauthorized overrun charges or hourly unauthorized overrun charges pursuant to this Rate Schedule and Section 11 of the General Terms and Conditions of this Tariff. However, if Shipper takes any actions without first obtaining the written agreement of Transporter, Shipper will be subject to all applicable charges and/or penalties pursuant to this Tariff.

3. TRANSPORTATION SERVICE CHARGES

- 3.1 Reservation Charge. Shipper shall be charged each Month a reservation charge determined by multiplying the reservation rate set forth in the Agreement times Shipper's MDQ.
- 3.2 Commodity Charge. Each Month, Shipper shall pay a commodity charge consisting of the sum of the following components:
- (a) Quantity Injection Charge. The Quantity Injection Charge shall be the product of the Quantity Injection Rate as set forth in the Agreement multiplied by the quantity received by Transporter for injection into storage, net of fuel, during such Month for Shipper's account; and
 - (b) Quantity Delivery Charge. The Quantity Delivery Charge shall be the product of the Quantity Delivery Rate as set forth in the Agreement multiplied by the quantity Delivered to Shipper or for Shipper's account each Day during the Month (exclusive of any overrun quantity) at the Point(s) of Delivery.
- 3.3 Incremental Facility Charge. When the construction of new minor facilities is required in order to provide service to Shipper, Shipper shall pay Transporter for such facilities including any related taxes. The Parties shall agree as to whether Shipper shall (1) make a one-time 100 percent reimbursement for the cost of facilities or (2) pay the cost of facilities through installment payments over a period of time. If the Parties agree that Shipper shall pay Transporter for the facilities via installments, the facility charge shall include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties. If a contribution in aid of construction ("CIAC") is paid by the Shipper in accordance with a construction of facilities agreement and such transaction is determined to be taxable, the CIAC shall be increased by an amount to compensate for the federal and state income tax effects thereof.

3.4 Imbalance Management. Shipper shall be subject to the imbalance management provisions set forth in Section 10 of the General Terms and Conditions.

3.5 Adjustment of Rates.

- (a) Subject to the terms of the Agreement, Transporter reserves the right to prescribe and/or to adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rate applicable to that Shipper or applicable to any other shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum recourse rate(s) nor shall they be less than the applicable minimum recourse rate(s), set forth on the Statement of Rates. Such minimum and maximum limitation shall not apply to service provided pursuant to Section 4.17 of the General Terms and Conditions of this Tariff.
- (b) A discount from the maximum rate shall be for a specific term. Unless otherwise agreed, at the expiration of the Term of Rate specified in Exhibit "B" of the Agreement, the rate for Transportation Service shall revert to the maximum allowable recourse rate, including applicable surcharges, under this Rate Schedule. This condition shall not apply to service provided pursuant to Section 4.17 of the General Terms and Conditions.

4. OVERRUN TRANSPORTATION

4.1 Daily Authorized Delivery Overrun. On any Day, upon request of Shipper and with Transporter's consent, Shipper may take Deliveries of quantities of Gas in excess of Shipper's MDQ as limited by Shipper's YADWQ at each Point of Delivery. All such quantities shall be transported as authorized overrun Gas and shall be transported on an interruptible basis. Shipper shall pay an amount obtained by multiplying the quantity of such overrun Gas Delivered by Transporter and accepted by Shipper at each Point(s) of Delivery during the Month by the Daily Authorized Delivery Overrun Rate.

4.2 Daily Authorized Overrun Charges for Storage. On any Day, upon request of Shipper, subject to the provisions of the Agreement, including, but not limited to, the duty of Shipper not to exceed the Young Reservoir Integrity Inventory Limit, Transporter may accept or Deliver, on an interruptible basis, quantities in excess of Shipper's YADIQ, YADWQ or YMAC and Shipper shall pay for such overrun service as follows:

- (a) Daily Authorized Injection Overruns. An amount obtained by multiplying the quantity injected into storage on any Day which is in excess of Shipper's YADIQ by the Daily Authorized Injection/Withdrawal Overrun Rate. The Daily Authorized Injection/Withdrawal Overrun Rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper and shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Statement of Rates.

4.2 (continued)

- (b) Daily Authorized Withdrawal Overruns. An amount obtained by multiplying the quantity withdrawn from storage on any Day which is in excess of Shipper's YADWQ by the Daily Authorized Injection/Withdrawal Overrun Rate. The Daily Authorized Injection/Withdrawal Overrun Rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper and shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Statement of Rates.
- (c) Daily Authorized Storage Capacity Overrun. An amount obtained by multiplying the quantity of Gas in Place on any Day which is in excess of Shipper's YMAC by the Daily Authorized Capacity Overrun Rate. The Daily Authorized Capacity Overrun Rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper and shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Statement of Rates.

4.3 Daily Unauthorized Overrun. On any Day, Deliveries to Shipper or for Shipper's account which exceed Shipper's MDQ, YADIQ, YADWQ and YMAC at any Point(s) and which have not been authorized by Transporter, are unauthorized and shall be subject to the Daily Unauthorized Overrun Rate (non-critical or critical Condition as applicable). Shipper shall pay the total of the amounts obtained by multiplying the quantity of such daily unauthorized overrun Gas for each Day during the Month by the Daily Unauthorized Overrun Rate, as adjusted by the provisions of Section 4.4, below.

4.4 Shipper shall pay only one daily authorized overrun charge when Shipper's authorized injection overruns also result in an authorized storage capacity overrun. Shipper shall pay the higher of the Daily Authorized Injection Overrun charge, calculated pursuant to Section 4.2(a) above, or the Daily Authorized Storage Capacity Overrun charge, calculated pursuant to Section 4.2(c) above.

5. FUEL REIMBURSEMENT

5.1 Shipper shall furnish to Transporter the Fuel Reimbursement as defined in Section 1 of the General Terms and Conditions. Quantities of Gas Tendered under this Rate Schedule shall be adjusted for Fuel Reimbursement attributed to High Plains Lost, Unaccounted-For and Other Fuel Gas and High Plains Storage Service.

Retention of Fuel Reimbursement quantities shall be based on High Plains Storage injection quantities.

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except as modified in the Agreement, are made a part of this Rate Schedule. In particular, but without limitation, the following provisions are made part of this Rate Schedule: scheduling provisions of Section 6, the operating provisions of Section 11, the contract procedures and crediting provisions of Section 4 and the gas quality provisions of Section 3.

RATE SCHEDULE TSB-T
TOTEM STORAGE SERVICE - FIRM

1. AVAILABILITY

1.1 This Rate Schedule is available to any Party (hereinafter referred to as "Shipper") for the transportation and storage balancing of natural gas on the High Plains System. Transporter's ability to provide service under this Rate Schedule is based on, and limited to, available capacity in Totem Storage. Totem Storage will be placed in service in three phases aligned with the deliverability and working inventory limits as specified in Docket No. CP08-30-000. Service under this Rate Schedule will be provided on a firm basis by Transporter, when:

- (a) Shipper makes a complete request for Transportation - Totem Storage Balancing Service in accordance with Section 4 of the General Terms and Conditions of the Tariff;
- (b) Transporter has determined that, other than necessary taps, valves, measurement equipment and other minor facilities necessary to effectuate service at any new or existing Point of Delivery (which Transporter shall provide upon written request and on a not unduly discriminatory basis at reasonable, mutually agreeable locations which will not adversely affect the existing operation of Transporter's system or significantly alter the operation of the pipeline system), Transporter has available uncommitted transmission and Totem Storage capacity to provide the service requested by Shipper as well as its other firm service commitments;
- (c) Shipper has met the service requirements specified in Section 4 of the General Terms and Conditions, including the creditworthiness conditions specified in Section 4.14 of the General Terms and Conditions; and
- (d) Shipper (i) has entered into a transportation service agreement under Transporter's Rate Schedule TF-HP for Transportation of Gas for injection into the Totem storage facility and such TF-HP agreement shall also include the same Primary Point(s) of Delivery as the Rate Schedule TSB-T Agreement. The Maximum Delivery Quantity ("MDQ") specified in such Rate Schedule TF-HP agreement must be equal to or greater than Shipper's Totem Maximum Daily Injection Quantity ("TMDIQ") as set forth in Shipper's Rate Schedule TSB-T Agreement and for a term equal to or greater than the term of the Rate Schedule TSB-T agreement; and
- (e) Shipper and Transporter have executed a Transportation - Totem Storage Balancing Service Agreement ("Agreement") pursuant to the terms of this Rate Schedule.

If Shipper has met all the requirements set forth in this Section 1, then service may commence.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Primary, Segmented Secondary and Secondary Capacity

(a) Primary Capacity

- (i) Service under this Rate Schedule entails the use of Totem Storage and the Transportation of Gas by Transporter from Point of Withdrawal from Totem Storage to Point(s) of Delivery. Subject to the limitations set out in this Tariff, service under this Rate Schedule is firm up to the MDQ specified in the Agreement and shall be limited to Shipper's Totem Available Daily Withdrawal Quantity ("TADWQ") as defined in Section 8.3 of the General Terms and Conditions.
- (ii) As limited by the provisions of Section 2.2 of this Rate Schedule, Transporter will make Deliveries on an "hour-notice" basis (i.e., shipper Nominations may be made up to one hour before gas is dispatched) based on Shipper's Totem Available Daily Withdrawal Quantity ("TADWQ"), as adjusted by any other previously scheduled withdrawals using Shipper's Totem Storage account. Further, Shipper may take Deliveries up to MDQ, limited by Shipper's TADWQ during the Totem Injection Period. Shipper's hour-notice Nominations shall be consistent with the requirements of Section 6 of the General Terms and Conditions.
- (iii) In addition to the above, Transporter will make Deliveries to Shipper's Primary Points of Delivery on a one-hour notice basis based on receipts from Shipper's Totem Storage inventory as limited by the following:
 - (A) Deliveries are limited to Shipper's TADWQ as adjusted for any other previously scheduled withdrawal quantities using Shipper's Totem Storage inventory.
 - (B) Deliveries are limited to the remaining capacity on the High Plains facilities as adjusted for any other previously scheduled quantities using those facilities. At any time during the Gas Day, scheduled service under Rate Schedule PAL-HP will not interfere with service under this Rate Schedule. For avoidance of doubt, Shipper's Nominations during any Hour of the Gas Day for service under this Rate Schedule, Transporter's Confirmation thereof and Transporter's obligation to deliver Confirmed Quantities will not be limited or otherwise adversely affected by any service scheduled under Rate Schedule PAL-HP.
 - (C) Shippers may submit a Nomination pursuant to this section at or prior to the top of any hour to be effective at the top of any subsequent hour.

2.1 Primary, Segmented Secondary and Secondary Capacity

(a) (iii) (C) (continued)

Such Nominations shall be subject to the following requirements and limitations:

1. Nominations will be processed after Nominations received pursuant to the provisions of Section 6.1 of the General Terms and Conditions for the same effective time.
2. Nominations will be processed on a first-come, first served basis.
3. Nominations are considered to be Intraday Nominations and are only effective for the remainder of the Gas Day.
4. Nominations received at or before the top of any Hour, if scheduled by Transporter, will become effective the later of 1) the top of the next operationally available subsequent Hour, or 2) the top of the Hour requested by the Shipper.

- (iv) It shall be Shipper's responsibility to maintain an amount of Gas in Totem Storage to satisfy its needs.
- (b) Transportation Service utilizing Flow Path Secondary Capacity shall be scheduled, subject to capacity availability, following Primary Capacity but before Secondary Capacity.
- (c) Transportation Service utilizing Secondary Capacity shall be scheduled, subject to capacity availability, following all Primary Capacity and Flow Path Secondary Capacity.
- (d) TSB-T Balancing Point
 - (i) Transporter shall establish a TSB-T Balancing Point that is associated with Shipper's Primary Delivery Points under the Agreement.
 - (ii) At Shipper's option, Nominations on its related transportation service agreement(s) may also be made to such TSB-T Balancing Point.

(d) TSB-T Balancing Point (continued)

- (iii) Transporter shall, to the extent possible, optimize the Delivery of Scheduled Quantities at Shipper's TSB-T Balancing Point on its related transportation service agreement(s) to Shipper's Primary Points of Delivery or to Shipper's TSB account. Deliveries from the TSB-T Balancing Point to Shipper's Primary Delivery Points shall be limited by the lesser of the Scheduled Quantity or the Maximum Delivery Quantity on the related transportation service agreement.

2.2 Rates of Flow. Unless otherwise agreed on a nondiscriminatory basis, at each Point of Delivery, each Party shall use reasonable efforts to Tender, or cause to be Tendered, Gas at reasonably uniform Hourly rates of flow.

2.3 Authorized Overrun Service. On any Day, upon request of Shipper, Transporter may provide on an interruptible basis Authorized Overrun service.

- (a) Shipper may request Transporter to authorize Overrun Deliveries.
 - (i) When approved by Transporter, daily Authorized Overrun Delivery requests are for full Day quantities and Shipper shall pay the applicable daily Authorized Overrun charges for that service.
 - (ii) Shipper must follow the applicable request process for overrun delivery service as specified in Section 6 of the General Terms and Conditions of this Tariff.
- (b) Request and approval of daily Authorized Overrun deliveries includes the authorization for Shipper to overrun TADWQ by the same amount subject to available Totem Storage capacity limits.
- (c) Shipper may request Transporter to accept injections into storage resulting in Shipper's Gas in Place to exceed Shipper's TMAC.
 - (i) Shipper must obtain Transporter's prior consent for such overrun service for quantities in excess of Shipper's TMAC to be considered Authorized Overrun Quantities. If Transporter's prior consent is not obtained, the excess quantities shall be treated as Unauthorized Overrun quantities.
 - (ii) When approved by Transporter, Authorized Overrun injection or withdrawal requests are for full Day quantities.

- 2.4 Subject to the limitations of the Totem Reservoir Integrity Inventory Limit (see Section 8.3 of the General Terms and Conditions), quantities Delivered to the Point(s) of Delivery specified in the Agreement and/or High Plains Segmentation Points of Delivery on any Day under any of Transporter's High Plains transportation rate schedules which are in excess of Shipper's requirements at such Point(s) of Delivery, shall be accounted for as Receipt Quantities under this rate schedule and shall be deemed to be injected into Totem Storage for Shipper's account. Likewise, subject to the same limitations, Shipper's requirements on any Day at the Point(s) of Delivery specified in the Agreement which are in excess of quantities Delivered under Transporter's transportation rate schedules shall be deemed to be withdrawn from storage for Shipper's account up to Shipper's TADWQ. Shipper's storage inventory shall be adjusted to account for all quantities deemed injected or withdrawn pursuant to this provision. However, if due to the limitations of the Totem Reservoir Integrity Inventory Limit, TMDWQ or TMDIQ, Gas cannot be injected into, or withdrawn from, storage as necessary, transportation imbalance measures (as addressed in Sections 10 and 11 of the General Terms and Conditions) will apply or service may be curtailed, or both. If imbalances occur, Transporter will seek Shipper's immediate cooperation to eliminate them. If necessary, Transporter will issue operational flow orders to eliminate imbalances under this Rate Schedule.
- 2.5 Shippers under this Rate Schedule will be allocated Storage Service capacity.
- (a) The Storage Service entitlements, based on an Average Thermal Content of Gas in Storage of 1,000 Btu per cubic foot shall consist of (1) a Totem Maximum Available Capacity ("TMAC"), as stated in the Agreement, (2) a Totem Maximum Daily Injection Quantity ("TMDIQ"), and (3) a Totem Maximum Daily Withdrawal Quantity ("TMDWQ") and shall be considered firm.
- (i) Service up to and including these levels is not subject to interruption or curtailment by Transporter except as provided in this Tariff.
- (ii) Shipper's Totem Storage service entitlements shall be adjusted pursuant to Shipper's Totem Available Daily Injection Quantity and Totem Available Daily Withdrawal Quantity.

2.5 Shippers under this Rate Schedule will be allocated Storage Service capacity (continued)

(b) Compliance with Totem Reservoir Integrity Inventory Limit.

- (i) Except as provided below, Shipper shall not exceed the Totem Reservoir Integrity Inventory Limit as provided in Section 8.3 of the General Terms and Conditions. If Shipper exceeds the Totem Reservoir Integrity Inventory Limit, Transporter will seek Shipper's immediate cooperation to bring Shipper's Gas in Place into compliance with the Totem Reservoir Integrity Inventory Limit. If necessary, Transporter will issue operational flow orders to bring Shipper's Gas in Place into compliance with the Totem Reservoir Integrity Inventory Limit. Shipper's TMDWQ shall be reduced pursuant to the TADWQ chart provided in Section 8.3 of the General Terms and Conditions. Transporter shall have no obligation to deliver quantities in excess of the Shipper's TADWQ. Shipper shall hold Transporter harmless and shall indemnify Transporter for any damages which may directly or indirectly arise out of or which relate to Shipper's failure to maintain a sufficient quantity of Gas in storage to satisfy its needs.
 - (ii) Shipper shall have no more than 50% percent of TMAC in storage between and including May 1 and June 1 of each year, unless Transporter determines, on a non-discriminatory basis, that retention of a higher quantity of Gas will not adversely affect Transporter's Totem Storage reservoir. In such instance, Transporter shall specify the higher level Shipper may maintain.
 - (iii) The above requirements notwithstanding, 100 percent of all quantities stored hereunder shall be withdrawn upon expiration of the term of the Agreement.
- (c) If, on any Day during the Withdrawal Period, Shipper requests Transporter to withdraw and Deliver to Shipper a quantity of Gas up to Shipper's TADWQ, as adjusted for other scheduled withdrawal requirement's from Shipper's Totem Storage account, and Transporter fails to do so, then Shipper's obligation to withdraw its Gas shall be extended by the number of Days that Transporter failed to withdraw and Deliver the quantity requested by Shipper. Any quantities required to be withdrawn which have not been withdrawn as provided hereunder shall become the property of Transporter without charge and shall be free and clear of any adverse claims.

- 2.5 Shippers under this Rate Schedule will be allocated Storage Service capacity (continued)
- (d) Transfer of Gas in Place. A Shipper ("Transferor") may sell Gas in Place in Totem Storage to any other Rate Schedule TSB-T Shipper ("Transferee"), pursuant to this Rate Schedule provided:
- (i) Transferor has title to the Gas;
 - (ii) Transferor has all necessary authority to sell the Gas;
 - (iii) The sale of Gas will not cause Transferee to exceed the Totem Reservoir Integrity Inventory Limit after the transfer has taken place;
 - (iv) Transferee has sufficient storage and transportation capacity to continue to store, to withdraw, and to receive all Gas withdrawn from Totem Storage;
 - (v) Transferee and Transferor submit a notification of the proposed transfer to Transporter at least 2 Business Days before the proposed sale, signed by both Transferee and Transferor, setting forth details of the proposed transfer, including the effective date and quantity of Gas to be sold, and reciting compliance with this Section 2.5; and
 - (vi) Transporter verifies that the Transferor has sufficient quantities in Totem Storage and that the transfer will not adversely affect system operations or the provision of other firm Storage or Transportation Services.
- 2.6 All Shippers, or their designated agents, under this Rate Schedule may participate in Joint Monthly Operating Plan meetings discussed more fully in Section 11 of the General Terms and Conditions. Shippers shall be subject to the Joint Monthly Operating Plan and operational flow orders, as provided in Section 11 of the General Terms and Conditions. Shippers shall plan and schedule their Gas flows in accordance with the Joint Monthly Operating Plan to the maximum extent practicable.
- 2.7 This service shall be subject to Section 9 of the General Terms and Conditions pertaining to capacity release.

2.8 Release of Rate Schedule TSB-T Capacity.

- (a) Shipper may release its Rate Schedule TSB-T capacity for service under Rate Schedule TSB-T. The Acquiring Shipper will retain one hour Nomination rights as defined in Section 2.1 (a) above, at the primary points listed in the Releasing Shipper's TSB-T Agreement.
- (b) Shipper may separately release its Rate Schedule TSB-T storage and transportation rights.

2.9 From time to time, Transporter may request Shipper, upon mutual consent, to go out-of-daily balance and/or to take hourly gas quantities in a manner different from its hourly entitlement amount (HEA) to assist pipeline operations. Any such action will not result in daily unauthorized overrun charges or hourly unauthorized charges pursuant to this Rate Schedule and Section 11 of the General Terms and Conditions of this Tariff. Furthermore, Shipper may offer in writing to assist Transporter in system loading needs. Transporter will process such offers in a reasonable and orderly fashion as time permits. Transporter may accept or reject such offer in writing using its best operational judgment. If Transporter accepts such offer, Shipper's actions in helping system loading needs will not result in daily unauthorized overrun charges or hourly unauthorized overrun charges pursuant to this Rate Schedule and Section 11 of the General Terms and Conditions of this Tariff. However, if Shipper takes any actions without first obtaining the written agreement of Transporter, Shipper will be subject to all applicable charges and/or penalties pursuant to this Tariff.

3. TRANSPORTATION SERVICE CHARGES

- 3.1 Reservation Charge. Shipper shall be charged each Month a reservation charge determined by multiplying the reservation rates set forth in the Agreement times Shipper's MDQ.
- 3.2 Commodity Charge. Each Month, Shipper shall pay a commodity charge consisting of the sum of the following components:
 - (a) Quantity Injection Charge. The Quantity Injection Charge shall be the product of the Quantity Injection Rate as set forth in the Agreement multiplied by the quantity received by Transporter for injection into Totem Storage, net of fuel, during such Month for Shipper's account; and
 - (b) Quantity Delivery Charge. The Quantity Delivery Charge shall be the product of the Quantity Delivery Rate as set forth in the Agreement multiplied by the quantity Delivered to Shipper or for Shipper's account each Day during the Month (exclusive of any overrun quantity) at the Point(s) of Delivery.

- 3.3 Incremental Facility Charge. When the construction of new minor facilities is required in order to provide service to Shipper, Shipper shall pay Transporter for such facilities including any related taxes. The Parties shall agree as to whether Shipper shall (1) make a one-time 100 percent reimbursement for the cost of facilities or (2) pay the cost of facilities through installment payments over a period of time. If the Parties agree that Shipper shall pay Transporter for the facilities via installments, the facility charge shall include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties. If a contribution in aid of construction ("CIAC") is paid by the Shipper in accordance with a construction of facilities agreement and such transaction is determined to be taxable, the CIAC shall be increased by an amount to compensate for the federal and state income tax effects thereof.
- 3.4 Imbalance Management. Shipper shall be subject to the imbalance management provisions set forth in Section 11 of the General Terms and Conditions.
- 3.5 Adjustment of Rates.
- (a) Subject to the terms of the Agreement, Transporter reserves the right to prescribe and/or to adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rate applicable to that Shipper or applicable to any other shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum recourse rate(s) nor shall they be less than the applicable minimum recourse rate(s), set forth on the Statement of Rates. Such minimum and maximum limitation shall not apply to service provided pursuant to Section 4.17 of the General Terms and Conditions of this Tariff.
 - (b) A discount from the maximum rate shall be for a specific term. Unless otherwise agreed, at the expiration of the term of rate specified in Exhibit "B" of the Agreement, the rate for Totem Storage Balancing Service shall revert to the maximum allowable recourse rate, including applicable surcharges, under this Rate Schedule. This condition shall not apply to service provided pursuant to Section 4.17 of the General Terms and Conditions.

4. OVERRUN TRANSPORTATION

- 4.1 Daily Authorized Delivery Overrun. On any Day, upon request of Shipper and with Transporter's consent, Shipper may take Deliveries of quantities of Gas in excess of Shipper's MDQ as limited by Shipper's TADWQ at each Point of Delivery. All such quantities shall be transported as authorized overrun Gas and shall be transported on an interruptible basis. Shipper shall pay an amount obtained by multiplying the quantity of such overrun Gas Delivered by Transporter and accepted by Shipper at each Point(s) of Delivery during the Month by the Daily Authorized Delivery Overrun Rate.
- 4.2 Daily Authorized Overrun Charges for Totem Storage. On any Day, upon request of Shipper, subject to the provisions of the Agreement, including, but not limited to, the duty of Shipper not to exceed the Totem Reservoir Integrity Inventory Limit, Transporter may accept or Deliver, on an interruptible basis, quantities in excess of Shipper's TADIQ, TADWQ or TMAC and Shipper shall pay for such overrun service as follows:
- (a) Daily Authorized Injection Overruns. An amount obtained by multiplying the quantity injected into Totem Storage on any Day which is in excess of Shipper's TADIQ by the Daily Authorized Injection/Withdrawal Overrun Rate. The Daily Authorized Injection/Withdrawal Overrun Rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper and shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Statement of Rates.
 - (b) Daily Authorized Withdrawal Overruns. An amount obtained by multiplying the quantity withdrawn from Totem Storage on any Day which is in excess of Shipper's TADWQ by the Daily Authorized Injection/Withdrawal Overrun Rate. The Daily Authorized Injection/Withdrawal Overrun Rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper and shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Statement of Rates.
 - (c) Daily Authorized Storage Capacity Overrun. An amount obtained by multiplying the quantity of Gas in Place on any Day which is in excess of Shipper's TMAC by the Daily Authorized Capacity Overrun Rate. The Daily Authorized Capacity Overrun Rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper and shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Statement of Rates.

- 4.3 Daily Unauthorized Overrun. On any Day, Deliveries to Shipper or for Shipper's account which exceed Shipper's MDQ, TADIQ, TADWQ and TMAC at any Point(s) and which have not been authorized by Transporter, are unauthorized and shall be subject to the Daily Unauthorized Overrun Rate (non-critical or critical condition as applicable). Shipper shall pay the total of the amounts obtained by multiplying the quantity of such daily unauthorized overrun Gas for each Day during the Month by the Daily Unauthorized Overrun Rate, as adjusted by the provisions of Section 4.4 below.
- 4.4 Shipper shall pay only one daily authorized overrun charge when Shipper's authorized injection overruns also result in an authorized storage capacity overrun. Shipper shall pay the higher of the Daily Authorized Injection Overrun charge, calculated pursuant to Section 4.2(a) above, or the Daily Authorized Storage Capacity Overrun charge, calculated pursuant to Section 4.2(c) above.

5. FUEL REIMBURSEMENT

- 5.1 Shipper shall furnish to Transporter the Fuel Reimbursement as defined in Section 1 of the General Terms and Conditions. Quantities of Gas Tendered under this Rate Schedule shall be adjusted for High Plains Transportation Fuel Gas, High Plains Lost, Unaccounted-For Gas, and Totem Storage Fuel and Unaccounted-For Gas.

Retention of Fuel Reimbursement quantities shall be based on Totem Storage injection quantities.

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except as modified in the Agreement, are made a part of this Rate Schedule. In particular, but without limitation, the following provisions are made part of this Rate Schedule: scheduling provisions of Section 6, the operating provisions of Section 11, the contract procedures and crediting provisions of Section 4 and the gas quality provisions of Section 3.

RATE SCHEDULE FS-1
STORAGE SERVICE - FIRM

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any Party (hereinafter referred to as "Shipper") for the storage of natural Gas by Transporter, when Shipper desires firm Storage Service; and
- (a) Shipper has made a Request for firm Storage Service pursuant to the provisions set forth in Section 4 of the General Terms and Conditions (this condition does not apply to Existing Shippers);
 - (b) Transporter has determined, in its sole judgment, that firm storage service capacity is available on Transporter's system;
 - (c) Shipper and Transporter have executed a Storage Service Agreement - Firm (Agreement) pursuant to the terms of this Rate Schedule;
 - (d) Shipper has (1) entered into a transportation service agreement under Transporter's Rate Schedule TF-1 or (2) made appropriate firm transportation service arrangements with a third Party on third Party facilities for Transportation of Gas to Transporter's storage facilities for injection. In either situation the entitlement for quantities to be transported to storage for injection must be equal to or greater than the Maximum Daily Injection Quantity ("MDIQ") as set forth in Shipper's Agreement.
 - (e) Shipper has (1) entered into a Transportation Service Agreement under Transporter's Rate Schedule TF-1 or (2) made appropriate firm transportation service arrangements with a third Party on third Party facilities for storage withdrawal. For quantities Transported from Point of Withdrawal using Rate Schedule TF-1, the Maximum Daily Withdrawal Quantity ("MDWQ") as set forth in Shipper's Agreement must be equal to or less than the highest monthly MDQ of the Rate Schedule TF-1 Agreement. The term of the Agreement under Rate Schedule TF-1 must be equal to or greater than the term of the Agreement;
 - (f) Shipper has met the service requirements specified in Section 4 of the General Terms and Conditions, including the Terms and Conditions.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule FS-1 shall apply to storage service rendered by Transporter to Shipper under an Agreement. Service to a Shipper hereunder shall be on a firm basis, based on an Average Thermal Content of Gas in Storage of 1,000 Btu per cubic foot, and shall consist of (1) a Maximum Available Capacity ("MAC") as stated in the Agreement, (2) a Maximum Daily Injection Quantity ("MDIQ") and (3) a Maximum Daily Withdrawal Quantity ("MDWQ").

2.1 (continued)

- (a) Service up to and including these levels is not subject to interruption or curtailment by Transporter except as provided in this Rate Schedule and the General Terms and Conditions of this Tariff.
- (b) Shipper's Storage Service Entitlements shall be adjusted as provided in Section 1.2 of the General Terms and Conditions. It shall be Shipper's responsibility to maintain an amount of Gas in storage to satisfy its needs.

2.2 Hourly Rates of Flow available at Shipper's option under this rate schedule.

- (a) The Hourly Rates of Flow option is supported by the combination of pipeline capacity and Storage Field responsiveness. Therefore, Shipper must have on Transporter's transmission system a Rate Schedule TF-1 Agreement in order for the Hourly Rates of Flow option to be available. The Firm Transportation Agreement must have the Point of Withdrawal and a Qualified Point of Delivery on its Primary Receipt-to-Delivery Flow Path and the contract quantity at the Point of Withdrawal must be equal to or greater than the MDWQ of the associated Rate Schedule FS-1 Agreement to be eligible.
- (b) At the Point of Withdrawal, Quantities Scheduled for Delivery to Shipper's associated Rate Schedule TF-1 Agreement (and quantities scheduled for Delivery from such associated Agreement) will be Delivered at uniform Hourly Rates of Flow. However, Shippers electing the Hourly Rates of Flow option will be subject to the following (Notices for Enhanced Hourly Flow Rights shall be provided pursuant to Section 6.5 of the General Terms and Conditions):
 - (i) Daily and Hourly Entitlements are based on Shipper's NHWQ at the Point of Withdrawal, quantities Delivered for Shipper's account in any Hour shall not exceed the greater of the following quantities for the time period specified.

- (A) November 1 to May 14
Within Two Hour Notice to Transporter
Remaining Hourly Deliveries are limited to an average of 100% of NHWQ.

| | |
|------------------|---|
| Peak Hour: | Up to 166% of NHWQ |
| Three Hour Peak: | Average Hour must be less than or equal to 150% of NHWQ |
| Daily: | Average Hour must be less than or equal to the NHWQ |

2.2 Hourly Rates of Flow available at Shipper's option under this rate schedule
(b) (i) (continued)

(B) May 15 to September 14
With Four Hours Notice to Transporter
Peak Hour: Up to 125% of NHWQ
Three Hour Peak: Average Hour must be less than or equal to 115% of NHWQ

(C) September 15 to October 31
With Two Hours Notice to Transporter
Remaining Hourly Deliveries are limited to an average of 45% of NHWQ
Peak Hour: Up to 111% of NHWQ
Three Hour Peak: Average Hour must be less than or equal to 95% of NHWQ
Daily: Average Hour must be less than or equal to 45% of NHWQ

With Four Hour Notice to Transporter
Remaining Hourly Deliveries are limited to an average of 100% of NHWQ
Peak Hour: Up to 166% of NHWQ
Three Hour Peak: Average Hour must be less than or equal to 150% of NHWQ per Hour
Daily: Average Hour must be less than or equal to NHWQ

(D) If a Shipper requests enhanced Deliveries under the notice provisions of this Section, and then Shipper fails to take at least the enhanced Daily Delivery Quantity resulting from such requests, then Transporter will charge any related consequential damages to Shipper. Such consequential damages will reimburse Transporter resulting in costs associated with preserving and maintaining the integrity of its system, including, but not limited to the following: selling Shipper's excess supplies to third Parties, or confiscation of such supplies by Transporter.

2.3 The Hourly Rates of Flow option shall only be available for the entire term of an Agreement.

2.4 Compliance with Reservoir Integrity Inventory Limit.

(a) Shipper shall not exceed the Reservoir Integrity Inventory Limit as provided in Section 1 of the General Terms and Conditions. If Shipper exceeds the Reservoir

2.4 Compliance with Reservoir Integrity Inventory Limit.
(a) (continued)

Integrity Inventory Limit, Transporter will seek Shipper's immediate cooperation to bring Shipper's Gas in Place into compliance with the Reservoir Integrity Inventory Limit. If necessary, Transporter will issue Operational Flow Orders to bring Shipper's Gas in Place into compliance with the Reservoir Integrity Inventory Limit. Shipper's MDWQ shall be reduced pursuant to the ADWQ chart provided in Section 1 of the General Terms and Conditions. Shipper shall hold Transporter harmless and shall indemnify Transporter for any damages which may directly or indirectly arise out of or which relate to Shipper's failure to maintain a sufficient quantity of Gas as in storage to satisfy its needs.

- (b) Shipper shall have no more than 24 percent of MAC in storage between and including May 1 and May 15 of each year, unless Transporter determines, on a non-discriminatory basis, that retention of a higher quantity of Gas will not adversely affect Transporter's storage reservoirs. In such instance, Transporter shall specify the higher level Shipper may maintain.
- (c) Pursuant to the definition of Reservoir Integrity Inventory Limit in Section 1 of the General Terms and Conditions, Transporter shall evaluate its storage reservoirs each year to determine if Shipper can be authorized to maintain a higher inventory level in storage during the following withdrawal and injection seasons. Transporter shall base this evaluation on actual storage usage during the previous year and shall post the revised requirements (Variable Reservoir Integrity Inventory Limits) on its electronic bulletin board on or before January 21 of each year.
- (d) The above requirements notwithstanding, 100 percent of all quantities stored hereunder shall be withdrawn upon expiration of the term of the Agreement.

2.5 If, on any day during the Withdrawal Period, Shipper requests Transporter to withdraw and Deliver to Shipper a quantity of Gas within Shipper's Available Daily Withdrawal Quantity ("ADWQ"), and Transporter fails to do so, then Shipper's obligation to withdraw its Gas shall be extended by the number of days that Transporter failed to withdraw and Deliver the quantity requested by Shipper. Any quantities required to be withdrawn which have not been withdrawn as provided hereunder shall become the property of Transporter without charge and shall be free and clear of any adverse claims.

2.6 This service shall be subject to Section 9 of the General Terms and Conditions pertaining to capacity release.

2.7 Shipper shall be entitled to inject Gas during the Withdrawal Period at the injection rate and withdraw Gas during the Injection Period at the withdrawal rate subject to agreement by Transporter.

- 2.8 Request for Authorized Overrun Service. On any Day, Shipper may request Transporter to accept injections into storage resulting in Shipper's Gas in Place to exceed Shipper's MAC.
- (i) Shipper must obtain Transporter's prior consent for such overrun service for quantities in excess of Shipper's MAC to be considered Authorized Overrun Quantities. If Transporter's prior consent is not obtained, the requested quantities shall not be scheduled.
 - (ii) When approved by Transporter, authorized overrun injection or withdrawal requests are for full Day

3. STORAGE SERVICE CHARGES

- 3.1 Applicable Rates. The applicable minimum and maximum rates for service under Rate Schedule FS-1, or any superseding rate schedule, are set forth on the Statement of Rates. Shipper's liability for the reservation charge shall begin to accrue on the effective date set forth in the Agreement. A Shipper may elect at any time to prepay reservation charges under the Agreement.
- 3.2 Storage Capacity Charge. Each Month, Shipper shall be charged an amount obtained by multiplying the Storage Capacity Rate as set forth in the Agreement by 1/12 of Shipper's MAC.
- 3.3 Reservation Charge. Each Month, Shipper shall be charged an amount obtained by multiplying the reservation rate set forth in the Agreement by Shipper's MDWQ.
- 3.4 Hourly Rates of Flow Option. Each Month, Shipper shall be charged an amount obtained by multiplying the Hourly Rates of Flow Rate as set forth in the Agreement by Shipper's MDWQ.
- 3.5 Commodity Charge. Each Month, Shipper shall pay a commodity charge consisting of the sum of the following components:
- (a) Quantity Injection Charge. The Quantity Injection Charge shall be the product of the Quantity Injection Rate as set forth in the Agreement multiplied by the quantity received by Transporter for injection net of injection fuel into storage during such Month for Shipper's account; and
 - (b) Quantity Withdrawal Charge. The Quantity Withdrawal Charge shall be the product of the Quantity Withdrawal Rate as set forth in the Agreement multiplied by the quantity Delivered from storage by Transporter for Shipper's account during such Month.

3.6 Adjustment of Rates.

- (a) Subject to the terms of the Agreement, Transporter reserves the right to prescribe and/or to adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rates for that or another Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum recourse rate(s) nor shall they be less than the applicable minimum recourse rate(s), set forth from time to time on the Statement of Rates of this Tariff. Downward adjustment to any rate shall be for a specific term. Unless otherwise agreed, at the expiration of the Term of Rate specified in Exhibit "A" of the Agreement, the rate for Storage Service shall revert to the maximum allowable recourse rate under this Rate Schedule. Such minimum and maximum recourse rate shall not apply to service provided pursuant to Section 4.17 of the General Terms and Conditions of this Tariff.
- (b) Rate(s) shall be adjusted effective the first of the Month, the Month following the date when a new currently effective Average Thermal Content of Gas in Storage is posted on Transporter's electronic bulletin board as provided in Section 1.2 of the General Terms and Conditions of this Tariff. Such adjustment shall be made by multiplying the fraction $[(1,000) \text{ over } (\text{new currently effective ATC in Btu})]$ times Shipper's rates as listed in the Agreement.

- 3.7 Third Party Charges: Shipper may, on a non-discriminatory basis, be required to pay to Transporter, if applicable, any Third Party Charges in accordance with Section 4.3 of the General Terms and Conditions. In no event shall such Third Party Charges paid by Shipper exceed the amount incurred and paid by Transporter for the applicable off-system capacity.

4. AUTHORIZED OVERRUN STORAGE

- 4.1 Daily Authorized Overrun Charges for Storage. On any Day, upon request of Shipper, subject to the provisions of the Agreement, including, but not limited to, the duty of Shipper not to exceed the Reservoir Integrity Inventory Limit, Transporter may accept or Deliver, on an interruptible basis, quantities in excess of Shipper's ADIQ, ADWQ or MAC and Shipper shall pay for such overrun service as follows:
- (a) Daily Authorized Injection Overruns. An amount obtained by multiplying the quantity injected into storage on any Day which is in excess of Shipper's ADIQ by the Daily Authorized Injection/Withdrawal Overrun Rate. The Daily Authorized Injection/Withdrawal Overrun Rate shall be the applicable maximum rate unless agreed to by Transporter and Shipper, any such otherwise agreed rate shall not be less than the applicable minimum recourse rate or more than the applicable maximum recourse rate as set forth on the Statement of Rates.
 - (b) Daily Authorized Withdrawal Overrun. An amount obtained by multiplying the quantity withdrawn from storage on any Day which is in excess of Shipper's ADWQ

4.1 Daily Authorized Overrun Charges for Storage.
(b) (continued)

by the Daily Authorized Injection/Withdrawal Overrun Rate as agreed to by the Parties. The Daily Authorized Injection/Withdrawal Overrun Rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper and shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Statement of Rates.

- (c) Daily Authorized Storage Capacity Overrun. An amount obtained by multiplying the quantity of Gas in Place on any Day which is in excess of Shipper's MAC by the Daily Authorized Capacity Overrun Rate. The Daily Authorized Capacity Overrun Rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper and shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Statement of Rates.
- (d) Shipper shall pay only one daily authorized overrun charge when Shipper's authorized injection overruns result in an authorized storage capacity overrun. Shipper shall pay the higher of the Daily Authorized Injection Overrun charge, calculated pursuant to Section 4.1(a) above, or the Daily Authorized Storage Capacity Overrun charge, calculated pursuant to Section 4.1(c) above.

5. FUEL REIMBURSEMENT

- 5.1 Shipper shall furnish to Transporter the Fuel Reimbursement as defined in Section 1 of the General Terms and Conditions. Quantities of Gas Tendered under this Rate Schedule shall be adjusted for Fuel Reimbursement attributed to Storage Service.

6. TRANSFER OF GAS IN PLACE

- 6.1 Transfer of Gas in Place. A Shipper ("Transferor") may sell Gas in Place to any other Rate Schedule NNT-1, NNT-2, or FS-1 Shipper ("Transferee"), pursuant to this Rate Schedule provided:
 - (a) Transferor has title to the Gas;
 - (b) Transferor has all necessary authority to sell the Gas;
 - (c) The sale of Gas will not cause Transferee to exceed the Reservoir Integrity Inventory Limit after the transfer has taken place;
 - (d) Transferee has sufficient storage and Transportation capacity to continue to store, to withdraw, and to receive all Gas withdrawn from storage;

6.1 Transfer of Gas in Place (continued)

- (e) Transferee and Transferor submit a notification of the proposed transfer to Transporter at least 2 Business Days before the proposed sale, signed by both Transferee and Transferor, setting forth details of the proposed transfer, including the effective date and quantity of Gas to be sold, and reciting compliance with this Section 6.1; and
- (f) Transporter verifies that the Transferor has sufficient quantity in storage and that the transfer will not adversely affect system operations or the provision of other firm Storage or Transportation Services.

Transferor may also sell Gas in Place to Transporter. Such Gas shall not be used to benefit Transporter's merchant function.

7. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except as modified in the Agreement, are made a part of this Rate Schedule.

RATE SCHEDULE FS-Y
YOUNG STORAGE SERVICE - FIRM

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any Party (hereinafter referred to as "Shipper") for the storage of natural Gas in Young Storage by Transporter, when Shipper desires firm Young Storage service; Transporter's ability to provide service under this Rate Schedule is based on, and limited to, its acquired capacity in Young Storage; and
- (a) Shipper has made a request for firm Young Storage Service pursuant to the provisions set forth in Section 4 of the General Terms and Conditions (this condition does not apply to Existing Shippers);
 - (b) Transporter has determined, in its sole judgment, that firm Young Storage service capacity is available on Transporter's system;
 - (c) Shipper and Transporter have executed a Young Storage Service Agreement - Firm (Agreement) pursuant to the terms of this Rate Schedule;
 - (d) Shipper has entered into a transportation service agreement providing service for transportation to Transporter's Young Storage facilities for injection. The entitlement for quantities to be transported to storage for injection must be equal to or greater than the Young Maximum Daily Injection Quantity ("YMDIQ") as set forth in Shipper's Agreement.
 - (e) Shipper has entered into a transportation service agreement providing service for transportation for Young Storage withdrawal. For quantities Transported from storage facilities using Rate Schedule TF-HP, the Young Maximum Daily Withdrawal Quantity ("YMDWQ") as set forth in Shipper's Agreement must be equal to or less than the highest monthly MDQ of the transportation service agreement. The term of the Agreement under Rate Schedule TF-HP must be equal to or greater than the term of the Agreement;
 - (f) Shipper has met the service requirements specified in Section 4 of the General Terms and Conditions, including the creditworthiness conditions specified in Section 4.14 of the General Terms and Conditions.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule FS-Y shall apply to Young Storage Service rendered by Transporter to Shipper under an Agreement. Service to a Shipper hereunder shall be on a firm basis, based on an Average Thermal Content of Gas in Storage of 1,000 Btu per cubic foot, and shall consist of (1) a Young Maximum Available Capacity ("YMAC") as stated in the

2.1 (continued)

Agreement, (2) a Young Maximum Daily Injection Quantity ("YMDIQ") and (3) a Young Maximum Daily Withdrawal Quantity ("YMDWQ").

- (a) Service up to and including these levels is not subject to interruption or curtailment by Transporter except as provided in this Rate Schedule and the General Terms and Conditions of this Tariff.
- (b) Shipper's Young Storage service entitlements shall be adjusted as provided in Section 8.3(b) of the General Terms and Conditions. It shall be Shipper's responsibility to maintain an amount of Gas in storage to satisfy its needs.

2.2 Compliance with Young Reservoir Integrity Inventory Limit.

- (a) Shipper shall not exceed the Young Reservoir Integrity Inventory Limit as provided in Section 8.3 of the General Terms and Conditions. If Shipper exceeds the Young Reservoir Integrity Inventory Limit, Transporter will seek Shipper's immediate cooperation to bring Shipper's Gas in Place into compliance with the Young Reservoir Integrity Inventory Limit. If necessary, Transporter will issue Operational Flow Orders to bring Shipper's Gas in Place into compliance with the Young Reservoir Integrity Inventory Limit. Shipper's YMDWQ shall be reduced pursuant to the YADWQ chart provided in Section 8.3 of the General Terms and Conditions. Shipper shall hold Transporter harmless and shall indemnify Transporter for any damages which may directly or indirectly arise out of or which relate to Shipper's failure to maintain a sufficient quantity of Gas as in storage to satisfy its needs.
- (b) Shipper shall have no more than 49.4 percent of YMAC in storage between and including June 1 and June 22 of each year, unless Transporter determines, on a non-discriminatory basis, that retention of a higher quantity of Gas will not adversely affect Transporter's Young Storage reservoirs. In such instance, Transporter shall specify the higher level Shipper may maintain.
- (c) The above requirements notwithstanding, 100 percent of all quantities stored hereunder shall be withdrawn upon expiration of the term of the Agreement.

2.3 If, on any day during the Withdrawal Period, Shipper requests Transporter to withdraw and Deliver to Shipper a quantity of Gas within Shipper's Young Available Daily Withdrawal Quantity ("YADWQ"), and Transporters fails to do so, then Shipper's obligation to withdraw its Gas shall be extended by the number of days that Transporter failed to withdraw and Deliver the quantity requested by Shipper. Any quantities required to be withdrawn which have not been withdrawn as provided hereunder shall become the property of Transporter without charge and shall be free and clear of any adverse claims.

- 2.4 This service shall be subject to Section 9 of the General Terms and Conditions pertaining to capacity release.
- 2.5 Shipper shall be entitled to inject Gas during the Withdrawal Period at the injection rate and withdraw Gas during the Injection Period at the withdrawal rate subject to agreement by Transporter.
- 2.6 Request for Authorized Overrun Service. On any Day, Shipper may request Transporter to accept injections into Young Storage resulting in Shipper's Gas in Place to exceed Shipper's YMAC.
 - (i) Shipper must obtain Transporter's prior consent for such overrun service for quantities in excess of Shipper's YMAC to be considered Authorized Overrun Quantities. If Transporter's prior consent is not obtained, the requested quantities shall not be scheduled.
 - (ii) When approved by Transporter, Authorized Overrun injection or withdrawal requests are for full Day quantities and Shipper shall pay the applicable reservation and commodity charges for that service.

3. STORAGE SERVICE CHARGES

- 3.1 Applicable Rates. The applicable minimum and maximum rates for service under Rate Schedule FS-Y, or any superseding rate schedule, are set forth on the Statement of Rates. Shipper's liability for the reservation charge shall begin to accrue on the effective date set forth in the Agreement. A Shipper may elect at any time to prepay reservation charges under the Agreement.
- 3.2 Storage Capacity Charge. Each Month, Shipper shall be charged an amount obtained by multiplying the Storage Capacity Rate as set forth in Exhibit A of the Agreement by the Shipper's YMAC.
- 3.3 Reservation Charge. Each Month, Shipper shall be charged an amount obtained by multiplying the reservation rate set forth in the Agreement by Shipper's YMDWQ.
- 3.4 Commodity Charge. Each Month, Shipper shall pay a commodity charge consisting of the sum of the following components:
 - (a) Quantity Injection Charge. The Quantity Injection Charge shall be the product of the Quantity Injection Rate as set forth in the Agreement multiplied by the quantity received by Transporter for injection net of injection fuel into storage during such Month for Shipper's account; and
 - (b) Quantity Withdrawal Charge. The Quantity Withdrawal Charge shall be the product of the Quantity Withdrawal Rate as set forth in the Agreement multiplied by the

3.4 Commodity Charge
(b) (continued)

quantity Delivered from storage by Transporter for Shipper's account during such Month.

3.5 Adjustment of Rates.

- (a) Subject to the terms of the Agreement, Transporter reserves the right to prescribe and/or to adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rates for that or another Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum recourse rate(s) nor shall they be less than the applicable minimum recourse rate(s), set forth from time to time on the Statement of Rates of this Tariff.
- (b) A discount from the maximum rate shall be for a specific term. Unless otherwise agreed, at the expiration of the Term of Rate specified in Exhibit "A" of the Agreement, the rate for Storage Service shall revert to the maximum allowable recourse rate under this Rate Schedule. Such minimum and maximum recourse rate shall not apply to service provided pursuant to Section 4.17 of the General Terms and Conditions of this Tariff.
- (c) If a new currently effective Average Thermal Content of Gas in Storage is posted on Transporter's electronic bulletin board as provided in Section 1.2 of the General Terms and Conditions of this Tariff it shall become effective on the first Day of the Month following the Month the posting occurred. Such adjustment shall be made by multiplying the fraction $[(1,000) \text{ over } (\text{new currently effective ATC in Btu})]$ times Shipper's rates as listed in the Agreement.

4. AUTHORIZED OVERRUN STORAGE

- 4.1 Daily Authorized Overrun Charges for Storage. On any Day, upon request of Shipper, subject to the provisions of the Agreement, including, but not limited to, the duty of Shipper not to exceed the Young Reservoir Integrity Inventory Limit, Transporter may accept or Deliver, on an interruptible basis, quantities in excess of Shipper's YADIQ, YADWQ or YMAC and Shipper shall pay for such overrun service as follows:
 - (a) Daily Authorized Injection Overruns. An amount obtained by multiplying the quantity injected into storage on any Day which is in excess of Shipper's YADIQ by the Daily Authorized Injection/Withdrawal Overrun Rate. The Daily Authorized Injection/Withdrawal Overrun Rate shall be the applicable maximum rate unless agreed to by Transporter and Shipper, any such otherwise agreed rate shall not be less than the applicable minimum recourse rate or more than the applicable maximum recourse rate as set forth on the Statement of Rates.

4.1 Daily Authorized Overrun Charges for Storage (continued)

- (b) Daily Authorized Withdrawal Overrun. An amount obtained by multiplying the quantity withdrawn from storage on any Day which is in excess of Shipper's YADWQ by the Daily Authorized Injection/Withdrawal Overrun Rate as agreed to by the Parties. The Daily Authorized Injection/Withdrawal Overrun Rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper and shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Statement of Rates.
- (c) Daily Authorized Storage Capacity Overrun. An amount obtained by multiplying the quantity of Gas in Place on any Day which is in excess of Shipper's YMAC by the Daily Authorized Capacity Overrun Rate. The Daily Authorized Capacity Overrun Rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper and shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Statement of Rates.
- (d) Shipper shall pay only one daily authorized overrun charge when Shipper's authorized injection overruns result in an authorized storage capacity overrun. Shipper shall pay the higher of the Daily Authorized Injection Overrun charge, calculated pursuant to Section 4.1(a) above, or the Daily Authorized Storage Capacity Overrun charge, calculated pursuant to Section 4.1(c) above.

5. FUEL REIMBURSEMENT

- 5.1 Shipper shall furnish to Transporter the Fuel Reimbursement as defined in Section 1 of the General Terms and Conditions. Quantities of Gas Tendered under this Rate Schedule shall be adjusted for Fuel Reimbursement attributed to Young Storage Service.

Retention of Fuel Reimbursement quantities is based on High Plains Storage Injection quantities.

6. TRANSFER OF GAS IN PLACE

- 6.1 Transfer of Gas in Place. A Shipper ("Transferor") may sell Gas in Place to any other Rate Schedule FS-Y ("Transferee"), pursuant to this Rate Schedule provided:
- (a) Transferor has title to the Gas;
 - (b) Transferor has all necessary authority to sell the Gas;
 - (c) The sale of Gas will not cause Transferee to exceed the Reservoir Integrity Inventory Limit after the transfer has taken place;

6.1 Transfer of Gas in Place (continued)

- (d) Transferee has sufficient storage and Transportation capacity to continue to store, to withdraw, and to receive all Gas withdrawn from storage;
- (e) Transferee and Transferor submit a notification of the proposed transfer to Transporter at least 2 Business Days before the proposed sale, signed by both Transferee and Transferor, setting forth details of the proposed transfer, including the effective date and quantity of Gas to be sold, and reciting compliance with this Section 6.1; and
- (f) Transporter verifies that the Transferor has sufficient quantity in storage and that the transfer will not adversely affect system operations or the provision of other firm Storage or Transportation Services.

Transferor may also sell Gas in Place to Transporter. Such Gas shall not be used to benefit Transporter's merchant function.

7. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except as modified in the Agreement, are made a part of this Rate Schedule. In particular, but without limitation, the scheduling provisions of Section 6, the operating provisions of Section 11, the contract procedures and crediting provisions of Section 4 and the gas quality provisions of Section 3.

RATE SCHEDULE FS-T
TOTEM STORAGE SERVICE - FIRM

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any Party (hereinafter referred to as "Shipper") for the storage of natural Gas in Totem Storage by Transporter, when Shipper desires firm Totem Storage service. Totem Storage will be placed in service in three phases aligned with the deliverability and working inventory limits as specified in Docket No. CP08-30-000. Transporter's ability to provide service under this Rate Schedule is based on, and limited to, available uncommitted capacity in Totem Storage; and
- (a) Shipper has made a request for firm Totem Storage Service pursuant to the provisions set forth in Section 4 of the General Terms and Conditions (this condition does not apply to Existing Shippers);
 - (b) Transporter has determined, in its sole judgment, that firm Totem Storage service capacity is available on Transporter's system;
 - (c) Shipper and Transporter have executed a Totem Storage Service Agreement - Firm (Agreement) pursuant to the terms of this Rate Schedule;
 - (d) Shipper has entered into a Rate Schedule TF-HP transportation service agreement providing service for transportation to Transporter's Totem Storage facilities for injection. The entitlement for quantities to be transported to storage for injection must be equal to or greater than the Totem Maximum Daily Injection Quantity ("TMDIQ") as set forth in Shipper's Agreement.
 - (e) Shipper has entered into a Rate Schedule TF-HP transportation service agreement providing service for transportation for Totem Storage withdrawal. For quantities Transported from storage facilities using Rate Schedule TF-HP, the Totem Maximum Daily Withdrawal Quantity ("TMDWQ") as set forth in Shipper's Agreement must be equal to or less than the highest monthly MDQ of the transportation service agreement. The term of the Agreement under Rate Schedule TF-HP must be equal to or greater than the term of the Agreement;
 - (f) Shipper has met the service requirements specified in Section 4 of the General Terms and Conditions, including the creditworthiness conditions specified in Section 4.14 of the General Terms and Conditions.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule FS-T shall apply to Totem Storage Service rendered by Transporter to Shipper under an Agreement. Service to a Shipper hereunder shall be on a firm basis, based on an Average Thermal Content of Gas in Totem Storage of 1,000 Btu per cubic foot, and

2.1 (continued)

shall consist of (1) a Totem Maximum Available Capacity ("TMAC") as stated in the Agreement, (2) a Totem Maximum Daily Injection Quantity ("TMDIQ") and (3) a Totem Maximum Daily Withdrawal Quantity ("TMDWQ").

- (a) Service up to and including these levels is not subject to interruption or curtailment by Transporter except as provided in this Rate Schedule and the General Terms and Conditions of this Tariff.
- (b) Shipper's Totem Storage service entitlements shall be adjusted as provided in Section 8.3 of the General Terms and Conditions. It shall be Shipper's responsibility to maintain an amount of Gas in storage to satisfy its needs.

2.2 Compliance with Totem Reservoir Integrity Inventory Limit.

- (a) Shipper shall not exceed the Totem Reservoir Integrity Inventory Limit as provided in Section 8.3 of the General Terms and Conditions. If Shipper exceeds the Totem Reservoir Integrity Inventory Limit, Transporter will seek Shipper's immediate cooperation to bring Shipper's Gas in Place into compliance with the Totem Reservoir Integrity Inventory Limit. If necessary, Transporter will issue Operational Flow Orders to bring Shipper's Gas in Place into compliance with the Totem Reservoir Integrity Inventory Limit. Shipper's TMDWQ shall be reduced pursuant to the TADWQ chart provided in Section 8.3 of the General Terms and Conditions. Shipper shall hold Transporter harmless and shall indemnify Transporter for any damages which may directly or indirectly arise out of or which relate to Shipper's failure to maintain a sufficient quantity of Gas as in storage to satisfy its needs.
- (b) Shipper shall have no more than 50% percent of TMAC in Totem Storage between and including May 1 and June 1 of each year, unless Transporter determines, on a non-discriminatory basis, that retention of a higher quantity of Gas will not adversely affect Transporter's Totem Storage reservoirs. In such instance, Transporter shall specify the higher level Shipper may maintain.
- (c) The above requirements notwithstanding, 100 percent of all quantities stored hereunder shall be withdrawn upon expiration of the term of the Agreement.

2.3 If, on any day during the Withdrawal Period, Shipper requests Transporter to withdraw and Deliver to Shipper a quantity of Gas within Shipper's Totem Available Daily Withdrawal Quantity ("TADWQ"), and Transporters fails to do so, then Shipper's obligation to withdraw its Gas shall be extended by the number of days that Transporter failed to withdraw and Deliver the quantity requested by Shipper. Any quantities required to be withdrawn which have not been withdrawn as provided hereunder shall become the property of Transporter without charge and shall be free and clear of any adverse claims.

- 2.4 This service shall be subject to Section 9 of the General Terms and Conditions pertaining to capacity release.
- 2.5 Shipper shall be entitled to inject Gas during the Withdrawal Period at the injection rate and withdraw Gas during the Injection Period at the withdrawal rate subject to agreement by Transporter.
- 2.6 Request for Authorized Overrun Service. On any Day, Shipper may request Transporter to accept injections into Totem Storage resulting in Shipper's Gas in Place to exceed Shipper's TMAC.
 - (a) Shipper must obtain Transporter's prior consent for such overrun service for quantities in excess of Shipper's TMAC to be considered Authorized Overrun Quantities. If Transporter's prior consent is not obtained, the requested quantities shall not be scheduled.
 - (b) When approved by Transporter, Authorized Overrun injection or withdrawal requests are for full Day quantities and Shipper shall pay the applicable reservation and commodity charges for that service.

3. STORAGE SERVICE CHARGES

- 3.1 Applicable Rates. The applicable minimum and maximum rates for service under Rate Schedule FS-T, or any superseding rate schedule, are set forth on the Statement of Rates. Shipper's liability for the reservation charge shall begin to accrue on the effective date set forth in the Agreement. A Shipper may elect at any time to prepay reservation charges under the Agreement.
- 3.2 Storage Capacity Charge. Each Month, Shipper shall be charged an amount obtained by multiplying the Storage Capacity Rate as set forth in Exhibit A of the Agreement by the Shipper's TMAC.
- 3.3 Reservation Charge. Each Month, Shipper shall be charged an amount obtained by multiplying the reservation rate set forth in the Agreement by Shipper's TMDWQ.
- 3.4 Commodity Charge. Each Month, Shipper shall pay a commodity charge consisting of the sum of the following components:
 - (a) Quantity Injection Charge. The Quantity Injection Charge shall be the product of the Quantity Injection Rate as set forth in the Agreement multiplied by the quantity received by Transporter for injection, net of injection fuel, into Totem Storage during such Month for Shipper's account; and
 - (b) Quantity Withdrawal Charge. The Quantity Withdrawal Charge shall be the product of the Quantity Withdrawal Rate as set forth in the Agreement multiplied by the

3.4 Commodity Charge

- (b) (continued)
quantity Delivered from Totem Storage by Transporter for Shipper's account during such Month.

3.5 Adjustment of Rates.

- (a) Subject to the terms of the Agreement, Transporter reserves the right to prescribe and/or to adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rates for that or another Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum recourse rate(s) nor shall they be less than the applicable minimum recourse rate(s), set forth from time to time on the Statement of Rates of this Tariff.
- (b) A discount from the maximum rate shall be for a specific term. Unless otherwise agreed, at the expiration of the Term of Rate specified in Exhibit "A" of the Agreement, the rate for Totem Storage Service shall revert to the maximum allowable recourse rate under this Rate Schedule. Such minimum and maximum recourse rate shall not apply to service provided pursuant to Section 4.17 of the General Terms and Conditions of this Tariff.
- (c) If a new currently effective Totem Storage ATC is posted on Transporter's electronic bulletin board as provided in Section 1.5 of the General Terms and Conditions of this Tariff, it shall become effective on the first Day of the Month following the Month the posting occurred. Such adjustment shall be made by multiplying the fraction $[(1,000) \text{ over } (\text{new currently effective ATC in Btu})]$ times Shipper's rates as listed in the Agreement.

4. AUTHORIZED OVERRUN STORAGE

- 4.1 Daily Authorized Overrun Charges for Storage. On any Day, upon request of Shipper, subject to the provisions of the Agreement, including, but not limited to, the duty of Shipper not to exceed the Totem Reservoir Integrity Inventory Limit, Transporter may accept or Deliver, on an interruptible basis, quantities in excess of Shipper's TADIQ, TADWQ or TMAC and Shipper shall pay for such overrun service as follows:
 - (a) Daily Authorized Injection Overruns. An amount obtained by multiplying the quantity injected into Totem Storage on any Day which is in excess of Shipper's TADIQ by the Daily Authorized Injection/Withdrawal Overrun Rate. The Daily Authorized Injection/Withdrawal Overrun Rate shall be the applicable maximum rate unless agreed to by Transporter and Shipper, any such otherwise agreed rate shall not be less than the applicable minimum recourse rate or more than the applicable maximum recourse rate as set forth on the Statement of Rates.

4.1. Authorized Overrun Charge for Storage (continued)

- (b) Daily Authorized Withdrawal Overrun. An amount obtained by multiplying the quantity withdrawn from Totem Storage on any Day which is in excess of Shipper's TADWQ by the Daily Authorized Injection/Withdrawal Overrun Rate as agreed to by the Parties. The Daily Authorized Injection/Withdrawal Overrun Rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper and shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Statement of Rates.
- (c) Daily Authorized Storage Capacity Overrun. An amount obtained by multiplying the quantity of Gas in Place on any Day which is in excess of Shipper's TMAC by the Daily Authorized Capacity Overrun Rate. The Daily Authorized Capacity Overrun Rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper and shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Statement of Rates.
- (d) Shipper shall pay only one daily authorized overrun charge when Shipper's authorized injection overruns result in an authorized storage capacity overrun. Shipper shall pay the higher of the Daily Authorized Injection Overrun charge, calculated pursuant to Section 4.1(a) above, or the Daily Authorized Storage Capacity Overrun charge, calculated pursuant to Section 4.1(c) above.

5. FUEL REIMBURSEMENT

- 5.1 Shipper shall furnish to Transporter the Fuel Reimbursement as defined in Section 1 of the General Terms and Conditions. Quantities of Gas Tendered under this Rate Schedule shall be adjusted for Totem Storage Fuel and Unaccounted-For Gas attributed to Totem Storage Service.

Retention of Fuel Reimbursement quantities is based on Totem Storage Injection quantities.

6. TRANSFER OF GAS IN PLACE

- 6.1 Transfer of Gas in Place. A Shipper ("Transferor") may sell Gas in Place to any other Rate Schedule FS-T ("Transferee"), pursuant to this Rate Schedule provided:
- (a) Transferor has title to the Gas;
 - (b) Transferor has all necessary authority to sell the Gas;
 - (c) The sale of Gas will not cause Transferee to exceed the Totem Reservoir Integrity Inventory Limit after the transfer has taken place;

6.1 Transfer of Gas in Place (continued)

- (d) Transferee has sufficient Totem Storage and Transportation capacity to continue to store, to withdraw, and to receive all Gas withdrawn from storage;
- (e) Transferee and Transferor submit a notification of the proposed transfer to Transporter at least two Business Days before the proposed sale, signed by both Transferee and Transferor, setting forth details of the proposed transfer, including the effective date and quantity of Gas to be sold, and reciting compliance with this Section 6.1; and
- (f) Transporter verifies that the Transferor has sufficient quantity in Totem Storage and that the transfer will not adversely affect system operations or the provision of other firm Storage or Transportation Services.

Transferor may also sell Gas in Place to Transporter. Such Gas shall not be used to benefit Transporter's merchant function.

7. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except as modified in the Agreement, are made a part of this Rate Schedule. In particular, but without limitation, the scheduling provisions of Section 6, the operating provisions of Section 11, the contract procedures and crediting provisions of Section 4 and the gas quality provisions of Section 3.

RATE SCHEDULE TI-1
TRANSPORTATION SERVICE - INTERRUPTIBLE

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any Party (hereinafter referred to as "Shipper") for the Transportation of natural Gas on an interruptible basis on the CIG mainline and North Raton Lateral by Transporter, when:
- (a) Shipper makes a complete request for Transportation Service in accordance with Section 4 of the General Terms and Conditions (this condition does not apply to Existing Shippers);
 - (b) Transporter has determined that, other than necessary tap(s), valves, measurement equipment and other minor facilities necessary to effectuate service at any new or existing Point of Receipt or Delivery (which Transporter shall provide upon written request and on a not unduly discriminatory basis at reasonable, mutually agreeable locations which will not adversely affect the existing operation of Transporter's system or significantly alter the operation of the pipeline system), Transporter has available or will secure sufficient uncommitted capacity to provide the service requested by Shipper as well as Transporter's other firm service commitments;
 - (c) Shipper has met the service requirements specified in Section 4 of the General Terms and Conditions, including the creditworthiness conditions specified in Section 4.14 of the General Terms and Conditions; and
 - (d) Shipper and Transporter have executed a Transportation Service Agreement (Agreement) for service under this Rate Schedule. However, if Shipper has met all of the requirements set forth in Section 1 except 1(d) and has provided Transporter a written request to initiate service prior to the Parties executing an Agreement, Transporter may agree to provide service for up to 30 Days without an executed Agreement. If at the end of 30 Days the Parties have not executed an Agreement, service shall be suspended until the Agreement is executed.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Incorporation by Reference. The Agreement shall be subject to this Rate Schedule and the General Terms and Conditions of this Tariff as filed with and accepted by the FERC from time to time (as they may be amended pursuant to Section 6 of the Agreement).
- 2.2 Transportation Service hereunder is interruptible when, in Transporter's reasonable discretion and in accordance with Section 6 of the General Terms and Conditions of this Tariff, such interruption is necessary due to operating conditions or insufficient capacity on Transporter's system, or is otherwise necessary to provide higher priority Transportation Service.

- 2.3 Receipt. Subject to the General Terms and Conditions of this Tariff, Shipper agrees to Tender and Transporter agrees to accept Receipt Quantities at the Point(s) of Receipt Nominated by Shipper pursuant to Section 6 of the General Terms and Conditions.
- 2.4 Delivery. Subject to the General Terms and Conditions of this Tariff, Transporter agrees to transport and Tender Delivery Quantities to Shipper or for Shipper's account at the Point(s) of Delivery identified in the Agreement.
- 2.5 Rates of Flow. At each Point of Receipt and Point of Delivery, each Party shall use reasonable efforts to Tender, or cause to be Tendered, Gas at reasonably uniform hourly and daily rates of flow.
- 2.6 From time to time, Transporter may request Shipper, upon mutual consent, to go out-of-daily balance and/or to take hourly gas quantities in a manner different from its hourly entitlement amount (HEA) to assist pipeline operations. Any such action will not result in daily unauthorized overrun charges or hourly unauthorized charges pursuant to this Rate Schedule and Section 11 of the General Terms and Conditions of this Tariff. Furthermore, Shipper may offer in writing to assist Transporter in system loading needs. Transporter will process such offers in a reasonable and orderly fashion as time permits. Transporter may accept or reject such offer in writing using its best operational judgment. If Transporter accepts such offer, Shipper's actions in helping system loading needs will not result in daily unauthorized overrun charges or hourly unauthorized overrun charges pursuant to this Rate Schedule and Section 11 of the General Terms and Conditions of this Tariff. However, if Shipper takes any actions without first obtaining the written agreement of Transporter, Shipper will be subject to all applicable charges and/or penalties pursuant to this Tariff.

3. TRANSPORTATION SERVICE CHARGES

- 3.1 Applicable Rates. The rates for service hereunder shall, subject to the other provisions hereof, be the rates agreed to by Transporter and Shipper as set forth in Exhibit "A" to the Agreement provided that such rates shall be not less than the minimum nor more than the maximum rates for service pursuant to this Rate Schedule, in this or any effective superseding Tariff on file with the FERC.
 - (a) Peak and off-peak recourse rates as shown on Part II -Statement of Rates shall apply to interruptible service under Rate Schedule TI-1. Such rates shall apply subject to Transporter's peak/off-peak designation for a the twelve-month period as described below. Transporter shall designate peak/off-peak months as follows:
 - (i) Transporter shall designate up to four contiguous or non-contiguous months as peak months during a twelve month period, starting April 1 and ending March 31 of the next year. By March 1 of each year, Transporter shall designate up to four upcoming months as peak months. Transporter will post the months designated as peak months for the upcoming twelve-month period on its EBB under "Informational Postings" by March 1.

- 3.1 (a) (continued)
- (ii) The months designated pursuant to Section 3.1(a)(i) as peak shall remain on Transporter's EBB under "Informational Postings." for the full current twelve-month period.
 - (iii) Months in the twelve-month period not designated as peak months will be considered off-peak.
- (b) If Transporter does not designate any months as peak in accordance with Section 3.1(a), the TF-1 equivalent rate for service under Rate Schedule TI-1 as shown in Part II: Statement of Rates, Section 1.5 - Interruptible Rate Schedules shall apply.
- 3.2 **Commodity Charge.** Shipper shall be charged an amount each Month obtained by multiplying a Commodity Rate as set forth in Exhibit "A" to the Agreement, including as applicable, any incremental lateral commodity rate, by the quantity of Gas Delivered by Transporter to Shipper each Day during the Month exclusive of any overrun quantity at the Point(s) of Delivery.
- (a) **North Raton Lateral Interruptible Incremental Rate:** Shipper shall be subject to the applicable North Raton Lateral Interruptible Incremental Rate(s) for quantities scheduled and confirmed at Point(s) of Receipt and/or Delivery on the North Raton Lateral. Shipper shall be charged an amount obtained by multiplying the North Raton Lateral Interruptible Incremental Rate set forth in Appendix A to the Agreement by the quantity of Gas in Dth received or Delivered on the North Raton Lateral each Month. In addition to the North Raton Lateral Interruptible Incremental Rate, Shipper shall also pay Transporter's applicable mainline Interruptible Commodity Rate when Shipper uses Transporter's mainline system.
- 3.3 **Unauthorized Overrun Transportation Quantities Delivered by Transporter to Shipper, or for Shipper's account, which are in excess of the Scheduled and Confirmed Delivery Quantities are Interruptible Unauthorized Overrun Deliveries and are subject to the Unauthorized Interruptible Overrun Rates as set forth on the Statement of Rates in this Tariff (non-Critical or Critical Condition as applicable).** Shipper shall pay an amount obtained by multiplying the quantity of such unauthorized overrun gas by the Unauthorized Interruptible Overrun Rate on the Statement of Rates. Any Unauthorized Overruns that are the result of Transporter's system problems (metering errors, compression problems, etc.) or other inadvertent errors by Transporter or which may be the result of an Intraday Nomination being Bumped will not be subject to the Unauthorized Interruptible Overrun Rate.
- 3.4 **Hourly Unauthorized Overrun.** Hourly Deliveries of Gas in excess of 1/24th of the Scheduled Daily Quantity at Point(s) of Delivery shall be subject to the Hourly Unauthorized Overrun Rate. Deliveries of Gas that is in excess of 1/24th of the Scheduled Daily Quantity at Points of Delivery shall be subject to the Hourly Unauthorized Overrun Rate. Shipper shall pay an amount obtained by multiplying the largest quantity of such

- 3.4 (continued)
Hourly Unauthorized Overrun Gas during any one Hour of a Day times 24, times the Hourly Unauthorized Overrun Rate on the Statement of Rates.
- 3.5 Surcharges. Shippers shall be subject to applicable surcharges as specified in the Agreement.
- 3.6 Adjustment of Rates. Subject to the terms of the Agreement, Transporter reserves the right to establish and/or to adjust at any time any of the rates or form of rates applicable to any individual Shipper without adjusting any other rate applicable to that Shipper or applicable to any other Shipper. Downward adjustment from the maximum rate (i.e., discounting) shall be for a specific term. Unless otherwise agreed, at the expiration of the Term of Rate specified in Exhibit A to the Agreement, the rate for Transportation Service, shall revert to the maximum allowable rate, including applicable surcharges, under this Rate Schedule.
- 3.7 Transportation Incident to Storage. When Transportation Service is to be performed under this Rate Schedule incident to Transporter's storage service under Rate Schedule IS-1, the following procedure shall apply:
- (a) Shipper shall designate one "Floor Rate" each Month that shall be attributed to all Transportation Service to Storage Fields performed during that Month by Transporter for Shipper. If Shipper does not specify a Floor Rate, the Minimum Rate under this Rate Schedule TI-1 shall apply. The Floor Rate shall constitute the Minimum Rate that Shipper agrees to pay at the time that Gas is withdrawn from storage and Delivered by Transporter to a Point of Delivery other than Transporter's Storage Fields.
 - (b) Scheduling and Allocation. Transporter shall use the Floor Rate for scheduling and allocation of capacity when Transportation to the Point of Injection is constrained. Transporter shall use the Floor Rate or such higher rates which Transporter and Shipper agree shall apply to Gas withdrawn from storage under Section 6.3(b)(iv) of the General Terms and Conditions for scheduling and allocation of capacity when

Transportation from the Point of Withdrawal is constrained to any other Point of Delivery on Transporter's transmission system.
 - (c) Transporter will bill Shipper for Transportation Service incident to storage when Transporter Delivers Gas to Shipper or for Shipper's account at a Point of Delivery other than Transporter's Storage Fields. Transporter and Shipper shall negotiate a rate for Transportation Service from the Point of Receipt to the Point of Delivery which shall apply to all quantities withdrawn from storage and Delivered at a Point of Delivery, which rate (i) shall be equal to or greater than the Floor Rate and (ii) shall not exceed the maximum rate under this Rate Schedule as set forth on the Statement of Rates.

- 3.8 Incremental Facility Charge. If Transporter agrees to the construction of new facilities in order to provide service to Shipper, an additional incremental facility charge related to such facilities may be required and shall be retained by Transporter. Any incremental facility charge will reflect, as appropriate, Transporter's capital cost of installing such facilities, including depreciation, return on equity, taxes, and all associated operating and maintenance costs, and shall be set forth in the Agreement. Transporter's construction of incremental facilities will be on a nondiscriminatory basis and will be made only with the consent of Shipper that will be subject to an incremental facilities charge related to the construction.
- 3.9 Imbalance Management: Shipper shall be subject to the imbalance management and Scheduled Imbalance Penalty provisions set forth in Section 14 of the General Terms and Conditions.
- 3.10 Third Party Charges: Shipper may, on a non-discriminatory basis, be required to pay to Transporter, if applicable, any Third Party Charges in accordance with Section 4.3 of the General Terms and Conditions. In no event shall such Third Party Charges paid by Shipper exceed the amount incurred and paid by Transporter for the applicable off-system capacity.

4. FUEL REIMBURSEMENT

- 4.1 Shipper shall furnish Fuel Reimbursement as defined in Section 1 of the General Terms and Conditions. Quantities of Gas received at Point(s) of Receipt shall be adjusted to reflect Fuel Reimbursement prior to Delivery at Point(s) of Delivery.

5. NOTICES

- 5.1 Third-Party Operating Notices. Either Party may notify the other in writing of the address of the person or persons who shall have authority to act for such Party in connection with the operation of pipelines, facilities, and wells in connection with an Agreement, and operating notices shall thereafter be served upon such person or persons.

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except as modified in the Agreement, are made a part of this Rate Schedule.

RATE SCHEDULE TI-HP
HIGH PLAINS TRANSPORTATION SERVICE - INTERRUPTIBLE

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any Party (hereinafter referred to as "Shipper") for the Transportation of natural Gas on an interruptible basis from any Point of Receipt on the High Plains System to any Point of Delivery on the High Plains System, as listed in Section 30 of the General terms and Conditions, by Transporter, when:
- (a) Shipper makes a complete request for Transportation Service in accordance with Section 4 of the General Terms and Conditions;
 - (b) Transporter has determined that, other than necessary tap(s), valves, measurement equipment and other minor facilities necessary to effectuate service at any new or existing Point of Receipt or Delivery (which Transporter shall provide upon written request and on a not unduly discriminatory basis at reasonable, mutually agreeable locations which will not adversely affect the existing operation of Transporter's system or significantly alter the operation of the pipeline system), Transporter has available or will secure sufficient uncommitted capacity to provide the service requested by Shipper as well as Transporter's other firm service commitments;
 - (c) Shipper has met the service requirements specified in Section 4 of the General Terms and Conditions, including the creditworthiness conditions specified in Section 4.14 of the General Terms and Conditions; and
 - (d) Shipper and Transporter have executed a Transportation Service Agreement (Agreement) for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Incorporation by Reference. The Agreement shall be subject to this Rate Schedule and the General Terms and Conditions of this Tariff as filed with and accepted by the FERC from time to time (as they may be amended pursuant to Section 6 of the Agreement).
- 2.2 Transportation Service hereunder is interruptible when, in Transporter's reasonable discretion and in accordance with Section 6 of the General Terms and Conditions of this Tariff, such interruption is necessary due to operating conditions or insufficient capacity on Transporter's system, or is otherwise necessary to provide higher priority Transportation Service.
- 2.3 Receipt. Subject to the General Terms and Conditions of this Tariff, Shipper agrees to Tender and Transporter agrees to accept Receipt Quantities at the Point(s) of Receipt on the High Plains System Nominated by Shipper pursuant to Section 6 of the General Terms and Conditions.

- 2.4 Delivery. Subject to the General Terms and Conditions of this Tariff, Transporter agrees to transport and Tender Delivery Quantities to Shipper or for Shipper's account at the Point(s) of Delivery on the High Plains System identified in the Agreement.
- 2.5 Rates of Flow. At each High Plains System Point of Receipt and Point of Delivery, each Party shall use reasonable efforts to Tender, or cause to be Tendered, Gas at reasonably uniform hourly and daily rates of flow. At each Point of Delivery, quantities Tendered or caused to be Tendered for Shipper's account shall not exceed in any hour 1/24 of the Scheduled Quantities at such point.
- 2.6 From time to time, Transporter may request Shipper, upon mutual consent, to go out-of-daily balance and/or to take hourly gas quantities in a manner different from its hourly entitlement amount (HEA) to assist pipeline operations. Any such action will not result in daily unauthorized overrun charges or hourly unauthorized charges pursuant to this Rate Schedule and Section 11 of the General Terms and Conditions of this Tariff. Furthermore, Shipper may offer in writing to assist Transporter in system loading needs. Transporter will process such offers in a reasonable and orderly fashion as time permits. Transporter may accept or reject such offer in writing using its best operational judgment. If Transporter accepts such offer, Shipper's actions in helping system loading needs will not result in daily unauthorized overrun charges or hourly scheduling charges pursuant to this Rate Schedule and Section 11 of the General Terms and Conditions of this Tariff. However, if Shipper takes any actions without first obtaining the written agreement of Transporter, Shipper will be subject to all applicable charges and/or penalties pursuant to this Tariff.

3. TRANSPORTATION SERVICE CHARGES

- 3.1 Applicable Rates. The rates for service hereunder shall, subject to the other provisions hereof, be the rates agreed to by Transporter and Shipper as set forth in Exhibit "A" to the Agreement provided that such rates shall be not less than the minimum nor more than the maximum rates for service pursuant to this Rate Schedule, in this or any effective superseding Tariff on file with the FERC.
- 3.2 Commodity Charge. Shipper shall be charged an amount each Month obtained by multiplying a Commodity Rate as set forth in Exhibit "A" to the Agreement by the quantity of Gas Delivered by Transporter to Shipper each Day during the Month exclusive of any overrun quantity at the Point(s) of Delivery.
- 3.3 Unauthorized Overrun Transportation Quantities Delivered by Transporter to Shipper, or for Shipper's account, which are in excess of the Scheduled Quantities are Daily Interruptible Unauthorized Overrun Deliveries and are subject to the Unauthorized Interruptible Overrun Rates as set forth on the Statement of Rates in this Tariff (non-Critical or Critical Condition as applicable). Shipper shall pay an amount obtained by

- 3.3 (continued)
multiplying the quantity of such unauthorized overrun gas by the Daily Unauthorized Interruptible Overrun Rate on the Statement of Rates. Any Daily Unauthorized Overruns that are the result of Transporter's system problems (metering errors, compression problems, etc.) or other inadvertent errors by Transporter or which may be the result of an Intraday Nomination being Bumped will not be subject to the Unauthorized Interruptible Overrun Rate.
- 3.4 Hourly Unauthorized Overrun. Hourly Deliveries of Gas in excess of 1/24th of the Scheduled Daily Quantity at Point(s) of Delivery shall be subject to the Hourly Unauthorized Overrun Rate. Deliveries of Gas that is in excess of 1/24th of the Scheduled Daily Quantity at Points of Delivery shall be subject to the Hourly Unauthorized Overrun Rate. Shipper shall pay an amount obtained by multiplying the largest quantity of such Hourly Unauthorized Overrun Gas during any one Hour of a Day times 24, times the Hourly Unauthorized Overrun Rate on the Statement of Rates.
- 3.5 Surcharges. Shippers shall be subject to applicable surcharges as specified in the Agreement.
- 3.6 Adjustment of Rates. Subject to the terms of the Agreement, Transporter reserves the right to establish and/or to adjust at any time any of the rates or form of rates applicable to any individual Shipper without adjusting any other rate applicable to that Shipper or applicable to any other Shipper. Downward adjustment from the maximum rate (i.e., discounting) shall be for a specific term. Unless otherwise agreed, at the expiration of the Term of Rate specified in Exhibit A to the Agreement, the rate for Transportation Service, shall revert to the maximum allowable rate, including applicable surcharges, under this Rate Schedule.
- 3.7 Incremental Facility Charge. When the construction of new minor facilities is required in order to provide service to Shipper, Shipper shall pay Transporter for such facilities including any related taxes. The Parties shall agree as to whether Shipper shall (1) make a one-time 100 percent reimbursement for the cost of facilities or (2) pay the cost of facilities through installment payments over a period of time. If the Parties agree that Shipper shall pay Transporter for the facilities via installments, the facility charge shall include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties. If a contribution in aid of construction ("CIAC") is paid by the Shipper in accordance with a construction of facilities agreement and such transaction is determined to be taxable, the CIAC shall be increased by an amount to compensate for the federal and state income tax effects thereof.
- 3.8 Imbalance Management: Shipper shall be subject to the imbalance management and Scheduled Imbalance Penalty provisions set forth in Section 14 of the General Terms and Conditions.

4. FUEL REIMBURSEMENT

- 4.1 Shipper shall furnish Lost, Unaccounted For and Other Fuel Gas as defined in Section 13 of the General Terms and Conditions. Quantities of Gas received at Point(s) of Receipt shall be adjusted to reflect Lost, Unaccounted For and Other Fuel Gas prior to Delivery at Point(s) of Delivery.

5. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except as modified in the Agreement, are made a part of this Rate Schedule. In particular, but without limitation, the scheduling provisions of Section 6, the operating provisions of Section 11, the contract procedures and crediting provisions of Section 4 and the gas quality provisions of Section 3.

RATE SCHEDULE PAL-1
INTERRUPTIBLE PARKING AND LENDING SERVICE

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any Party (hereinafter referred to as "Shipper") and provides for interruptible Gas Parking and Gas Lending service by Colorado Interstate Gas Company, L.L.C. (hereinafter referred to as "Transporter") at a Park and Loan Point, subject to available capacity, when Shipper desires Parking and Lending service, and when:
- (a) Shipper has made a complete request for Parking and Lending service in accordance with Section 4 of the General Terms and Conditions;
 - (b) Shipper has met the service requirements specified in Section 4 of the General Terms and Conditions, including the creditworthiness conditions specified in Section 4.14 of the General Terms and Conditions; and
 - (c) Shipper and Transporter have executed an Interruptible Parking and Lending service agreement ("Agreement") and related Park and Loan Service Request Order ("PAL RO") pursuant to the terms of this Rate Schedule and the Rate Schedule PAL-1 Form of Service Agreement. When executed by Transporter and Shipper, the underlying PAL RO shall evidence their agreement as to the terms of the particular transaction(s) to Park and Loan Gas pursuant to the Agreement.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule PAL-1 shall apply to Parking and Lending of Gas Tendered by Transporter to Shipper on an interruptible basis subject to the limitations set forth in the Agreement, the underlying PAL RO, this Rate Schedule PAL-1, and the General Terms and Conditions.
- (a) Parking and Lending service is subject to interruption at any time and such interruptions may be in effect for extended periods of time;
 - (b) Parking and Lending service under this Rate Schedule will be performed when in Transporter's reasonable judgment Transporter has capacity available to provide such service without detriment or disadvantage to Transporter's firm obligations, system operational needs and interruptible Transportation Service.
 - (c) In the event that Parked quantities remain in Transporter's system and/or Loaned quantities have not been paid back to Transporter's system after the expiration of any PAL RO executed by Shipper and Transporter, Transporter and Shipper may mutually agree to an extended time frame and/or modified terms, including the rate, of such PAL RO, to permit Shipper to pay back and/or withdraw such quantities.

- 2.2 Parking and Lending service hereunder is only available at Park and Loan Point(s) on Transporter's existing system. Transporter shall post any Park and Loan Point(s) not available for Park and Loan service on its electronic bulletin board.
- 2.3 Parking and Lending Services available under this Rate Schedule includes:
- (a) Parking Service - Parking service shall consist of the receipt of Gas by Transporter at the designated Park and Loan Point(s) on the designated date(s) as set forth in the PAL RO and approved by Transporter, the holding and Transporter's subsequent withdrawal of the Parked quantities to Shipper at the original Park and Loan Point(s) on the designated date(s) as set forth in the PAL RO;
 - (b) Lending Service - Lending service shall consist of Transporter's advancement of quantities of natural Gas Nominated by Shipper at the Park and Loan Point(s) on the designated date(s) specified in the PAL RO and approved by Transporter, and the pay back by Shipper to Transporter of such Loaned quantities at the original Park and Loan Point(s) where the Loan occurred on the designated date(s) as set forth in the PAL RO.
- 2.4 Service rendered under this Rate Schedule shall be provided for a minimum of a one (1) Day term
- 2.5 Shipper may Nominate Parking and Lending Service at a Park and Loan Point under a PAL-RO.
- 2.6 Upon notification by Transporter, Shipper may be required to submit a timely Nomination pursuant to Section 6.1 of the General Terms and Conditions in the next available Nomination cycle to eliminate no more than 10 percent of Shipper's outstanding Park or Loan balance or up to 5,000 Dth on any Day, whichever amount is greater, by the end of the next full Gas Day. Shipper shall not be allowed to extend the duration of its PAL RO to accommodate such withdrawal or payback. Such action is necessary to allow Transporter to fulfill higher priority commitments, or as a result of Transporter's operational requirements. Transporter may allow additional time when operational conditions permit. Such notices shall be provided by telephone, and then by facsimile, e-mail, in writing or on Transporter's electronic bulletin board. In the event a timely and valid Nomination is submitted in response to notification by Transporter to withdraw Parked quantities and/or pay back Loaned quantities, Shipper shall be deemed to have complied with Transporter's notification for that Gas Day.

Unless otherwise agreed by Shipper and Transporter; (a) any Parked quantity not Nominated for withdrawal within the period specified by Transporter's notice pursuant to Section 2.6 of this Rate Schedule or by the end of the term of a PAL RO shall become the property of Transporter at no cost to Transporter free and clear of any adverse claims; (b) any Loaned quantity not paid back within the period specified by Transporter pursuant to Section 2.6 or by the end of the term of a PAL RO shall be sold to Shipper at 150% of Transporter's Cash Out System Index Price.

3. PARKING AND LENDING SERVICE CHARGE

- 3.1 Applicable Rates. The applicable minimum and maximum rates for service under Rate Schedule PAL-1, or any superseding rate schedule, is set forth on the Statement of Rates. However, the amount charged for service shall be no more than the maximum service charge nor less than the minimum service charge as determined below:
- (a) Maximum Service Charge Amount - Determined by multiplying the sum of the end of the Day balances of Gas Parked and/or Loaned at each Park and Loan Point for Shipper's account by the Rate Schedule PAL-1 maximum commodity rate on the Statement of Rates.
 - (b) Minimum Service Charge Amount - Determined by multiplying the total monthly quantity for which Parking and/or Lending service was rendered by the Rate Schedule PAL-1 minimum commodity rate on the Statement of Rates.
- 3.2 Parking and Lending Rates. Each Month Shipper shall pay an amount determined by multiplying the sum of the end of the Day balances of Gas Parked and/or Loaned at each Park and Loan Point for Shipper's account by the Parking and Lending rate as set forth on the PAL RO. The PAL RO shall be posted on Transporter's electronic bulletin board.
- 3.3 Adjustment of Rates.
Subject to the terms of the PAL RO, Transporter reserves the right to prescribe and/or to adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rates for that or another Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor shall they be less than the applicable minimum rate(s), set forth from time to time on the Statement of Rates of this Tariff. Downward adjustment to any rate shall be for a specific term. Unless otherwise agreed, at the expiration of the term of rate specified on the PAL RO, the rate for Parking and Lending service shall revert to the maximum allowable rate under this Rate Schedule.
- 3.4 In circumstances where Transporter is unable to accept a withdrawal or payback request or is required to allocate such request, Shipper shall be charged the lesser of its then effective rate, or \$.0050, on that Day for such quantities.

4. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except as modified in the Agreement, and/or any PAL RO are made a part of this Rate Schedule.

RATE SCHEDULE APAL-1
AUTOMATIC INTERRUPTIBLE PARKING AND LENDING SERVICE

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any Party (hereinafter referred to as "Shipper") and provides for automatic interruptible Gas Parking and Gas Lending service by Colorado Interstate Gas Company, L.L.C. (hereinafter referred to as "Transporter") at the designated Park and Loan Point, subject to available capacity, when Shipper desires Automatic Parking and Lending Service, and when:
- (a) Shipper has made a complete request for Automatic Parking and Lending Service in accordance with Section 4 of the General Terms and Conditions.
 - (b) Shipper has met the service requirements specified in Section 4 of the General Terms and Conditions, including the creditworthiness conditions specified in Section 4.14 of the General Terms and Conditions; and
 - (c) Shipper and Transporter have executed an Automatic Interruptible Parking and Lending Service Agreement ("Agreement") pursuant to the terms of this Rate Schedule;

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule APAL-1 shall apply to Parking and Lending of Gas Tendered by Transporter to Shipper, or by Shipper to Transporter, on an interruptible basis subject to the limitations set forth in the Agreement, this Rate Schedule APAL-1, and the General Terms and Conditions.
- (a) Automatic Parking and Lending Service is subject to interruption at any time and such interruptions may be in effect for extended periods of time. Upon the determination that the Automatic Parking and Lending Service cannot be supported due to operational reasons, Transporter shall post a notice on its electronic bulletin board prior to the Evening Nomination Cycle nomination deadline to be effective the next Gas Day. The notice will indicate the circumstances requiring the service interruption and an estimated duration of the interruption. Transporter shall post a related notice when the Automatic Parking and Lending Service will be reinstated;
 - (b) Automatic Parking and Lending Service under this Rate Schedule will be performed when, in Transporter's reasonable judgment, Transporter has capacity available to provide such service without detriment or disadvantage to Transporter's firm obligations, system operational needs and interruptible Transportation Service.

2.1 (continued)

- (c) Automatic Parking and Lending quantities resulting from Daily Scheduled Imbalance Quantities under all transportation service agreements, except for receipts and/or deliveries on the High Plains System or at off-system locations, held by Shipper will be balanced as a single quantity each Day at the Park and Loan Point designated for the Month by Transporter and cumulated with any existing balances under an Agreement.
- (d) Transporter shall identify on its electronic bulletin board the Park and Loan Point to be effective for Automatic Parking and Lending Service. Changes in such designation shall be posted by Transporter at least two Business Days prior to the beginning of the effective Month when a change is identified.

2.2 Automatic Parking and Lending Service hereunder is only available at Transporter's designated Automatic Park and Loan point.

2.3 Parking and Lending Services available under this Rate Schedule include:

- (a) Parking Service - Parking Service shall consist of the allocation of a Scheduled Imbalance Quantity due Shipper from Transporter to the designated Park and Loan Point, the holding of such quantity for Shipper's account, and Transporter's withdrawal of the Parked quantities to Shipper for Transportation Service from the designated Park and Loan Point, when requested by Shipper.
- (b) Lending Service - Lending Service shall consist of Transporter's advancement of the quantities of natural Gas equivalent to a Scheduled Imbalance Quantity due Transporter at the designated Park and Loan Point and the payback by Shipper at Point(s) of Receipt within the associated Pooling Area of such Loaned quantities.
- (c) Park/Loan Balancing Allocation of a Parked or Loaned quantity is pursuant to (a) or (b) above, and will automatically be balanced against any existing Park/Loan Balance under an Agreement.

2.4 Service rendered under this Rate Schedule shall be provided for a minimum of a one (1) Day term. The term shall be set forth in the Agreement executed between Shipper and Transporter.

2.5 Shipper may Nominate withdrawals and/or paybacks within the designated Pooling Area or at the designated Park and Loan Point under an Automatic Parking and Lending Agreement.

3. AUTOMATIC PARKING AND LENDING SERVICE CHARGE

- 3.1 Applicable Rates. The applicable minimum and maximum rates for service under Rate Schedule APAL-1, or any superseding rate schedule, is set forth on the Statement of Rates.
- 3.2 Automatic Parking and Lending Rates. Each Day, the Automatic Park and Loan Commodity Charge shall be calculated as the product of Shipper's net Daily Scheduled Imbalance Quantity which exceeds the greater of five percent (5%) of the larger of Shipper's Scheduled Delivery Quantities or Scheduled net receipt quantities or 100 Dth multiplied by the appropriate Automatic Parking and Lending Rate as set forth on Exhibit "A" of the Agreement. Each Month, Shipper shall pay an amount determined by the sum of the Daily Automatic Park and Loan Commodity Charges for that Month. (Note: during critical periods, Transporter may reduce the tolerance level for APAL-1 charges to two percent (2%) upon at least four (4) Hours notice to Shipper prior to a Nomination cycle deadline.)
- 3.3 Monthly Park/Loan Charge. Each Month, Shipper shall pay an amount determined by multiplying the average daily balance of Gas Parked and/or Loaned for Shipper's account during the Month by the Monthly Park/Loan Rate as set forth on Exhibit "A" of the Agreement.
- 3.4 Adjustment of Rates. Subject to the terms of the Agreement, Transporter reserves the right to prescribe and/or to adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rates for that or another Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s), nor shall they be less than the applicable minimum rate(s), set forth from time to time on the Statement of Rates of this Tariff. Downward adjustment to any rate shall be for a specific term. Unless otherwise agreed, at the expiration of the term of rate specified in Exhibit "A" of the Agreement, the rate for Automatic Parking and Lending Service shall revert to the maximum allowable rate under this Rate Schedule.
- 3.5 In circumstances where Transporter is unable to accept a withdrawal or payback request or has suspended service under this Rate Schedule, Transporter shall exempt such non-scheduled quantities from the calculation of the Monthly Park/Loan Charge.

4. BALANCING AND RECALL OF ALLOCATED QUANTITIES

- 4.1 Shipper is expected to cause Nominations to or from the designated Park and Loan Point to eliminate the Automatic Park and Loan balance at the end of each Month.
 - (a) Transporter shall provide Shipper with Daily and cumulative balances which are allocated to the Automatic Park and Loan Agreement.

4.1 (continued)

- (b) Balances remaining on the Agreement at the end of a Month shall be subject to the imbalance management provisions set forth in Section 10 of the General Terms and Conditions.

- 4.2 Upon notification by Transporter, Shipper may be required to submit a timely Nomination pursuant to Section 6.1 of the General Terms and Conditions in the next available Nomination cycle to eliminate no more than 10 percent of Shipper's outstanding Automatic Park or Loan balance or up to 5,000 Dth on any Day, whichever amount is greater, by the end of the next full Gas Day. Shipper shall not be allowed to extend the duration of its Agreement to accommodate such withdrawal or payback. Such action is necessary to allow Transporter to fulfill higher requirements. Transporter may allow additional time when operational conditions permit. Such notices shall be provided by telephone, and then by facsimile, e-mail, in writing or on Transporter's electronic bulletin board. In the event a timely and valid Nomination is submitted in response to notification by Transporter to withdraw Parked quantities and/or pay back Loaned quantities, Shipper shall be deemed to have complied with Transporter's notification for that Gas Day.

Unless otherwise agreed by Shipper and Transporter; (a) any Parked quantity not Nominated for withdrawal within the period specified by Transporter's notice pursuant to Section 4.2 of this Rate Schedule or by the end of the term of an Agreement shall become the property of Transporter at no cost to Transporter free and clear of any adverse claims; (b) any Loaned quantity not paid back within the period specified by Transporter pursuant to Section 4.2 or by the end of the term of an Agreement shall be sold to Shipper at 150% of Transporter's Cash Out System Index Price.

5. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except as modified in the Agreement, are made a part of this Rate Schedule.

RATE SCHEDULE IS-1
STORAGE SERVICE - INTERRUPTIBLE

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any Party (hereinafter referred to as "Shipper") for the storage of natural Gas by Colorado Interstate Gas Company, L.L.C. (hereinafter referred to as "Transporter"), subject to available capacity, when Shipper desires interruptible Storage Service, and:
- (a) Shipper has made a Request for Interruptible Storage Service pursuant to the provisions set forth in Section 4 of the General Terms and Conditions;
 - (b) Shipper and Transporter have executed a Storage Service Agreement - Interruptible (Agreement) pursuant to the terms of this Rate Schedule;
 - (c) Shipper has (1) a transportation service agreement with Transporter or (2) made arrangements with a third Party on third Party facilities for (a) transportation of Gas to Transporter's storage facilities for injection, and/or (b) receipt of Gas from Transporter's storage facilities upon Withdrawal; and
 - (d) Shipper has met the service requirements specified in Section 4 of the General Terms and Conditions, including the creditworthiness conditions specified in Section 4.14 of the General Terms and Conditions.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule IS-1 shall apply to storage service rendered by Transporter to Shipper on a completely interruptible basis subject to the limitations set forth in the Agreement, this Rate Schedule IS-1, and the General Terms and Conditions.
- 2.2 Storage Service hereunder is interruptible and subject to interruption at any time and such interruptions may be in effect for extended periods of time. Storage Service under this Rate Schedule will be performed when in Transporter's sole judgment Transporter has capacity available to provide such storage without detriment or disadvantage to Transporter's firm obligations.
- 2.3 Seasonal Withdrawal. Unless otherwise agreed, all quantities stored hereunder shall be withdrawn no later than the Day of April 30 of each year, and 100 percent of all quantities stored hereunder shall be withdrawn upon the expiration of the term of the Agreement. If on any Day during the period March 15 through April 30 Shipper requests Transporter to withdraw and Deliver to Shipper a quantity equal to or less than the quantity computed according to footnote 1 in Section 6.4(c)(iii)(2) of the General Terms and Conditions of the Tariff and Transporter fails to do so, then Shipper's obligation to withdraw its Gas shall be extended by the number of Days that Transporter failed to withdraw and Deliver the

2.3 Seasonal Withdrawal (continued)

quantities requested by Shipper. Any quantities required to be withdrawn which have not been withdrawn as provided hereunder shall become the property of Transporter without charge and shall be free and clear of any adverse claims.

2.4 Upon Transporter's issuance of a notice of Strained Operating Condition or Critical Condition that affects Transporter's use of storage capacity for higher priority services or operational requirements, Shipper may be required to withdraw its inventory on an expedited basis.

- (a) Upon notification by Transporter, Shipper will be required to submit a timely Nomination pursuant of Section 9 of the General Terms and Conditions of this Tariff in the next available nomination cycle to withdraw the greater of ten percent of Shipper's existing interruptible inventory or 5,000 Dth as soon as possible, but no later than the next full Gas Day. Withdrawals at the same rate on subsequent Gas Days may also be required by Transporter.
- (b) Transporter's notice to Shipper shall be provided by telephone, and then by facsimile, email, in writing or on Transporter's EBB and will specifically direct the storage withdrawal requirement.
- (c) In the event such a timely and valid Nomination is submitted in response to Transporter's withdrawal notification, Shipper shall be deemed to have complied with Transporter's requirement.
- (d) Unless otherwise agreed by Transporter and Shipper, any storage inventory not Nominated for withdrawal from storage within the period of time specified by Transporter shall become the property of Transporter at no cost to Transporter and free and clear of any adverse claims.

3. STORAGE SERVICE CHARGE

- 3.1 Applicable Rates. The applicable minimum and maximum rates for service under Rate Schedule IS-1, or any superseding rate schedule, are set forth on the Statement of Rates.
- 3.2 Interruptible Storage Rate. Shipper shall each Month pay an amount determined by multiplying the average daily balance of Gas in storage for Shipper's account during the Month by the Interruptible Storage Rate as set forth on Exhibit "A" of the Agreement.

3.3 Commodity Charge. Shipper shall, each month, pay a commodity charge consisting of the sum of the following components:

- (a) Quantity Injection Charge. The Quantity Injection Charge shall be the product of the Quantity Injection Rate as set forth in the Agreement multiplied by the quantity received by Transporter for injection into storage for Shipper's account each Month; and
- (b) Quantity Withdrawal Charge. The Quantity Withdrawal Charge shall be the product of the Quantity Withdrawal Rate as set forth in the Agreement multiplied by the quantity Delivered from storage by Transporter for Shipper's account.

3.4 Adjustment of Rates.

- (a) Subject to the terms of the Agreement, Transporter reserves the right to prescribe and/or to adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rates for that or another Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor shall they be less than the applicable minimum rate(s), set forth from time to time on the Statement of Rates of this Tariff. Downward adjustment to any rate shall be for a specific term. Unless otherwise agreed, at the expiration of the Term of Rate specified in Exhibit "A" of the Agreement, the rate for Storage Service shall revert to the maximum allowable rate under this Rate Schedule.
- (b) Rate(s) shall be adjusted effective the first of the Month, the Month following the date when a new currently effective Average Thermal Content of Gas in Storage is posted on Transporter's electronic bulletin board as provided in Section 1.2 of the General Terms and Conditions of this Tariff. Such adjustment shall be made by multiplying the fraction $[(1,000) \text{ over } (\text{new currently effective ATC in Btu})]$ times Shipper's rates as listed in the Agreement.

3.5 Third Party Charges: Shipper may, on a non-discriminatory basis, be required to pay to Transporter, if applicable, any Third Party Charges in accordance with Section 4.3 of the General Terms and Conditions. In no event shall such Third Party Charges paid by Shipper exceed the amount incurred and paid by Transporter for the applicable off-system capacity.

4. FUEL REIMBURSEMENT

4.1 Shipper shall furnish to Transporter the Fuel Reimbursement as defined in Section 1 of the General Terms and Conditions. Quantities of Gas Tendered under this Rate Schedule shall be adjusted for Fuel Reimbursement attributed to Storage Service.

5. TRANSFER OF GAS IN PLACE

- 5.1 Transfer of Gas in Place. A Shipper ("Transferor") may sell Gas in Place to another Party ("Transferee"), pursuant to this Rate Schedule provided:
- (a) Transferor has title to the Gas;
 - (b) Transferor has all necessary authority to sell the Gas;
 - (c) Transferee has an effective transportation agreement in place which will allow Transferee to receive all Gas withdrawn from storage;
 - (d) Transferee and Transferor submit a notification of the proposed transfer to Transporter at least 5 Business Days before the proposed sale, signed by both Transferee and Transferor, setting forth details of the proposed transfer, including the effective date and quantity of Gas to be sold, and reciting compliance with this Section 5.1; and
 - (e) Transporter verifies that the Transferor has sufficient quantity in storage.
 - (f) Transferor shall pay to Transporter all storage and applicable surcharges, due Transporter with respect to the quantity to be transferred. If Transferor has used Transporter's transmission system for Transportation Service to the Point of Injection, Transferor, Transferee, and Transporter shall agree on how the associated Transportation Service will be paid.
 - (g) On the date the sale is to become effective, the Transferee shall have an effective Agreement under this Rate Schedule IS-1 to accommodate the quantity being acquired from the Transferor or shall execute such an Agreement prior to the sale. Transferee is under no obligation to immediately withdraw transferred Gas from storage; however, transferred quantities shall be subject to the terms and conditions of Transferee's Rate Schedule IS-1 Agreement.

Transferor may also sell Gas in Place to Transporter.

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except as modified in the Agreement, are made a part of this Rate Schedule.

RATE SCHEDULE IS-Y
YOUNG STORAGE SERVICE - INTERRUPTIBLE

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any Party (hereinafter referred to as "Shipper") for the storage of natural Gas in Young Storage by Transporter when Shipper desires interruptible Young Storage Service. Interruptible Young Storage Service is subject to available Young Storage capacity which is based on, and limited to, Transporter's acquired capacity in Young Storage; and
- (a) Shipper has made a Request for Young Interruptible Storage Service pursuant to the provisions set forth in Section 4 of the General Terms and Conditions;
 - (b) Shipper and Transporter have executed a Young Storage Service Agreement - Interruptible (Agreement) pursuant to the terms of this Rate Schedule;
 - (c) Shipper has entered into a transportation service agreement providing service for transportation to Transporter's Young Storage facilities for injection, and/or (b) receipt of Gas from Transporter's Young Storage facilities upon Withdrawal; and
 - (d) Shipper has met the service requirements specified in Section 4 of the General Terms and Conditions, including the creditworthiness conditions specified in Section 4.14 of the General Terms and Conditions.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule IS-Y shall apply to Young Storage service rendered by Transporter to Shipper on a completely interruptible basis subject to the limitations set forth in the Agreement, this Rate Schedule IS-Y, and the General Terms and Conditions.
- 2.2 Storage Service hereunder is interruptible and subject to interruption at any time and such interruptions may be in effect for extended periods of time. Storage Service under this Rate Schedule will be performed when in Transporter's sole judgment Transporter has capacity available to provide such storage without detriment or disadvantage to Transporter's firm obligations.
- 2.3 Upon Transporter's issuance of a notice of Strained Operating Condition or Critical Condition that affects Transporter's use of storage capacity for higher priority services or operational requirements, Shipper may be required to withdraw its inventory on an expedited basis.
- (a) Upon notification by Transporter, Shipper will be required to submit a timely Nomination pursuant of Section 9 of the General Terms and Conditions of this Tariff

2.3 (a) (continued)

in the next available nomination cycle to withdraw the greater of 10 percent of Shipper's existing interruptible inventory or 5,000 Dth as soon as possible, but no later than the next full Gas Day. Withdrawals at the same rate on subsequent Gas Days may also be required by Transporter.

- (b) Transporter's notice to Shipper shall be provided by telephone, and then by facsimile, email, in writing or on Transporter's EBB and will specifically direct the storage withdrawal requirement.
- (c) In the event such a timely and valid Nomination is submitted in response to Transporter's withdrawal notification, Shipper shall be deemed to have complied with Transporter's requirement.
- (d) Unless otherwise agreed by Transporter and Shipper, any storage inventory not Nominated for withdrawal from Young Storage within the period of time specified by Transporter shall become the property of Transporter at no cost to Transporter and free and clear of any adverse claims.

3. STORAGE SERVICE CHARGE

- 3.1 Applicable Rates. The applicable minimum and maximum rates for service under Rate Schedule IS-Y, or any superseding rate schedule, are set forth on the Statement of Rates.
- 3.2 Interruptible Storage Rate. Shipper shall each Month pay an amount determined by multiplying the average daily balance of Gas in storage for Shipper's account during the Month by the Interruptible Storage Rate as set forth on Exhibit "A" of the Agreement.
- 3.3 Commodity Charge. Shipper shall, each month, pay a commodity charge consisting of the sum of the following components:
 - (a) Quantity Injection Charge. The Quantity Injection Charge shall be the product of the Quantity Injection Rate as set forth in the Agreement multiplied by the quantity received by Transporter for injection into storage for Shipper's account each Month; and
 - (b) Quantity Withdrawal Charge. The Quantity Withdrawal Charge shall be the product of the Quantity Withdrawal Rate as set forth in the Agreement multiplied by the quantity Delivered from storage by Transporter for Shipper's account.

3.4 Adjustment of Rates.

- (a) Subject to the terms of the Agreement, Transporter reserves the right to prescribe and/or to adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rates for that or another Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor shall they be less than the applicable minimum rate(s), set forth from time to time on the Statement of Rates of this Tariff. Discounts from the maximum rate shall be for a specific term. Unless otherwise agreed, at the expiration of the Term of Rate specified in Exhibit "A" of the Agreement, the rate for Storage Service shall revert to the maximum allowable rate under this Rate Schedule.
- (b) Rate(s) shall be adjusted effective the first of the Month, the Month following the date when a new currently effective Average Thermal Content of Gas in Storage is posted on Transporter's electronic bulletin board as provided in Section 1.2 of the General Terms and Conditions of this Tariff. Such adjustment shall be made by multiplying the fraction $[(1,000) \text{ over } (\text{new currently effective ATC in Btu})]$ times Shipper's rates as listed in the Agreement.

4. FUEL REIMBURSEMENT

- 4.1 Shipper shall furnish to Transporter the Fuel Reimbursement as defined in Section 1 of the General Terms and Conditions. Quantities of Gas Tendered under this Rate Schedule shall be adjusted for Fuel Reimbursement attributed to Storage Service.

Retention of Fuel Reimbursement quantities is based on High Plains Storage Injection quantities.

5. TRANSFER OF GAS IN PLACE

- 5.1 Transfer of Gas in Place. A Shipper ("Transferor") may sell Gas in Place to any other Rate Schedule IS-Y Shipper ("Transferee"), pursuant to this Rate Schedule provided:
- (a) Transferor has title to the Gas;
 - (b) Transferor has all necessary authority to sell the Gas;
 - (c) Transferee has an effective transportation agreement in place which will allow Transferee to receive all Gas withdrawn from storage;
 - (d) Transferee and Transferor submit a notification of the proposed transfer to Transporter at least 5 Business Days before the proposed sale, signed by both Transferee and Transferor, setting forth details of the proposed transfer, including the

5.1 (d) (continued)

effective date and quantity of Gas to be sold, and reciting compliance with this Section 5.1; and

- (e) Transporter verifies that the Transferor has sufficient quantity in storage.
- (f) Transferor shall pay to Transporter all storage and applicable surcharges, due Transporter with respect to the quantity to be transferred. If Transferor has used Transporter's transmission system for Transportation Service to the Point of Injection, Transferor, Transferee, and Transporter shall agree on how the associated Transportation Service will be paid.
- (g) On the date the sale is to become effective, the Transferee shall have an effective Agreement under Rate Schedules IS-Y to accommodate the quantity being acquired from the Transferor or shall execute such an Agreement prior to the sale. Transferee is under no obligation to immediately withdraw transferred Gas from storage; however, transferred quantities shall be subject to the terms and conditions of Transferee's Rate Schedule IS-Y Agreement.

Transferor may also sell Gas in Place to Transporter.

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except as modified in the Agreement, are made a part of this Rate Schedule. In particular, but without limitation, the scheduling provisions of Section 6, the operating provisions of Section 11, the contract procedures and crediting provisions of Section 4 and the gas quality provisions of Section 3.

RATE SCHEDULE IS-T
TOTEM STORAGE SERVICE - INTERRUPTIBLE

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any Party (hereinafter referred to as "Shipper") for the storage of natural Gas in Totem Storage by Transporter when Shipper desires interruptible Totem Storage Service. Interruptible Totem Storage Service is subject to available Totem Storage capacity; and
- (a) Shipper has made a Request for Totem Interruptible Storage Service pursuant to the provisions set forth in Section 4 of the General Terms and Conditions;
 - (b) Shipper and Transporter have executed a Totem Storage Service Agreement - Interruptible ("Agreement") pursuant to the terms of this Rate Schedule;
 - (c) Shipper has entered into a Rate Schedule TF-HP transportation service agreement providing service for transportation to Transporter's Totem Storage facilities for injection, and/or (b) receipt of Gas from Transporter's Totem Storage facilities upon Withdrawal; and
 - (d) Shipper has met the service requirements specified in Section 4 of the General Terms and Conditions, including the creditworthiness conditions specified in Section 4.14 of the General Terms and Conditions.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule IS-T shall apply to Totem Storage service rendered by Transporter to Shipper on a completely interruptible basis subject to the limitations set forth in the Agreement, this Rate Schedule IS-T, and the General Terms and Conditions.
- 2.2 Storage Service hereunder is interruptible and subject to interruption at any time and such interruptions may be in effect for extended periods of time. Storage Service under this Rate Schedule will be performed when in Transporter's sole judgment Transporter has capacity available to provide such storage without detriment or disadvantage to Transporter's firm obligations.
- 2.3 Seasonal Withdrawal. Unless otherwise agreed, all quantities stored hereunder shall be withdrawn no later than the last Day of May of each year, and 100 percent of all quantities stored hereunder shall be withdrawn upon the expiration of the term of the Agreement. If on any Day during the period April 15 through May 31 Shipper requests Transporter to withdraw and Deliver to Shipper a quantity equal to or less than the quantity computed according to footnote 1 in Section 6.4(c)(iii)(2) of the General Terms and Conditions of the Tariff and Transporter fails to do so, then Shipper's obligation to withdraw its Gas

2.3 Seasonal Withdrawal (continued)

shall be extended by the number of Days that Transporter failed to withdraw and Deliver the quantities requested by Shipper. Any quantities required to be withdrawn which have not been withdrawn as provided hereunder shall become the property of Transporter without charge and shall be free and clear of any adverse claims.

2.4 Upon Transporter's issuance of a notice of Strained Operating Condition or Critical Condition that affects Transporter's use of storage capacity for higher priority services or operational requirements, Shipper may be required to withdraw its inventory on an expedited basis.

- (a) Upon notification by Transporter, Shipper will be required to submit a timely Nomination pursuant to Section 9 of the General Terms and Conditions of this Tariff in the next available nomination cycle to withdraw the greater of 10 percent of Shipper's existing interruptible inventory or 5,000 Dth as soon as possible, but no later than the next full Gas Day. Withdrawals at the same rate on subsequent Gas Days may also be required by Transporter.
- (b) Transporter's notice to Shipper shall be provided by telephone, and then by facsimile, email, in writing or on Transporter's EBB and will specifically direct the storage withdrawal requirement.
- (c) In the event such a timely and valid Nomination is submitted in response to Transporter's withdrawal notification, Shipper shall be deemed to have complied with Transporter's requirement.
- (d) Unless otherwise agreed by Transporter and Shipper, any storage inventory not Nominated for withdrawal from Totem Storage within the period of time specified by Transporter shall become the property of Transporter at no cost to Transporter and free and clear of any adverse claims.

3. STORAGE SERVICE CHARGE

- 3.1 Applicable Rates. The applicable minimum and maximum rates for service under Rate Schedule IS-T, or any superseding rate schedule, are set forth on the Statement of Rates.
- 3.2 Interruptible Storage Rate. Shipper shall each Month pay an amount determined by multiplying the average daily balance of Gas in Totem Storage for Shipper's account during the Month by the Interruptible Storage Rate as set forth on Exhibit "A" of the Agreement.

3.3 Commodity Charge. Shipper shall, each month, pay a commodity charge consisting of the sum of the following components:

- (a) Quantity Injection Charge. The Quantity Injection Charge shall be the product of the Quantity Injection Rate as set forth in the Agreement multiplied by the quantity received by Transporter for injection into Totem Storage for Shipper's account each Month; and
- (b) Quantity Withdrawal Charge. The Quantity Withdrawal Charge shall be the product of the Quantity Withdrawal Rate as set forth in the Agreement multiplied by the quantity Delivered from Totem Storage by Transporter for Shipper's account.

3.4 Adjustment of Rates.

- (a) Subject to the terms of the Agreement, Transporter reserves the right to prescribe and/or to adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rates for that or another Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor shall they be less than the applicable minimum rate(s), set forth from time to time on the Statement of Rates of this Tariff. Discounts from the maximum rate shall be for a specific term. Unless otherwise agreed, at the expiration of the Term of Rate specified in Exhibit "A" of the Agreement, the rate for Storage Service shall revert to the maximum allowable rate under this Rate Schedule.
- (b) Rate(s) shall be adjusted effective the first of the Month, the Month following the date when a new currently effective Totem Storage ATC is posted on Transporter's electronic bulletin board as provided in Section 1.5 of the General Terms and Conditions of this Tariff. Such adjustment shall be made by multiplying the fraction $[(1,000) \text{ over } (\text{new currently effective ATC in Btu})]$ times Shipper's rates as listed in the Agreement.

4. FUEL REIMBURSEMENT

4.1 Shipper shall furnish to Transporter the Fuel Reimbursement as defined in Section 1 of the General Terms and Conditions. Quantities of Gas Tendered under this Rate Schedule shall be adjusted for Totem Storage Fuel and Unaccounted-For Gas attributed to Totem Storage Service.

Retention of Fuel Reimbursement quantities is based on Totem Storage Injection quantities.

5. TRANSFER OF GAS IN PLACE

- 5.1 Transfer of Gas in Place. A Shipper ("Transferor") may sell Gas in Place to any other Rate Schedule IS-T Shipper ("Transferee"), pursuant to this Rate Schedule provided:
- (a) Transferor has title to the Gas;
 - (b) Transferor has all necessary authority to sell the Gas;
 - (c) Transferee has an effective transportation agreement in place which will allow Transferee to receive all Gas withdrawn from Totem Storage;
 - (d) Transferee and Transferor submit a notification of the proposed transfer to Transporter at least 5 Business Days before the proposed sale, signed by both Transferee and Transferor, setting forth details of the proposed transfer, including the effective date and quantity of Gas to be sold, and reciting compliance with this Section 5.1; and
 - (e) Transporter verifies that the Transferor has sufficient quantity in Totem storage.
 - (f) Transferor shall pay to Transporter all Totem storage and applicable surcharges, due Transporter with respect to the quantity to be transferred. If Transferor has used Transporter's transmission system for Transportation Service to the Point of Injection, Transferor, Transferee, and Transporter shall agree on how the associated Transportation Service will be paid.
 - (g) On the date the sale is to become effective, the Transferee shall have an effective Agreement under Rate Schedules IS-T to accommodate the quantity being acquired from the Transferor or shall execute such an Agreement prior to the sale. Transferee is under no obligation to immediately withdraw transferred Gas from storage; however, transferred quantities shall be subject to the terms and conditions of Transferee's Rate Schedule IS-T Agreement.

Transferor may also sell Gas in Place to Transporter.

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except as modified in the Agreement, are made a part of this Rate Schedule. In particular, but without limitation, the scheduling provisions of Section 6, the operating provisions of Section 11, the contract procedures and crediting provisions of Section 4 and the gas quality provisions of Section 3.

RATE SCHEDULE SS-1
Interruptible Swing Service

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any Operator, as defined in Section 1 of the General Terms and Conditions of this Tariff that currently receives or will receive Gas at a Point of Delivery where service under Rate Schedule SS-1 may be provided. This service will be provided by Transporter, and provides for quantity swings for eligible Operators on an interruptible basis and subject to available capacity, when the Operator desires swing service, and when:
- (a) Operator has made a request for Interruptible Swing Service pursuant to the provisions set forth in Section 4 of the General Terms and Conditions;
 - (b) Operator has met the service requirements specified in Section 4 of the General Terms and Conditions, including the creditworthiness conditions specified in Section 4.14 of the General Terms and Conditions; and
 - (c) Operator and Transporter have executed an Interruptible Swing Service Agreement ("Agreement") pursuant to the terms of this Rate Schedule;

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule SS-1 is available to any Operator and shall allow the Operator to receive more or less than the Scheduled Quantities of Gas at designated Point(s) of Delivery. Scheduled Transportation Service shall be allocated based on the confirmed Nominations of the underlying Transportation Service agreement(s). Quantities Delivered above or below Daily Scheduled Quantities shall be allocated to the Agreement and shall be subject to the provisions of the Agreement and the General Terms and Conditions.
- 2.2 Swing Service hereunder is interruptible and subject to interruption at any time. Such interruptions may be in effect for extended periods of time. Swing Service shall be available when in Transporter's reasonable judgment, Transporter has capacity available to provide such service without detriment or disadvantage to Transporter's firm obligations, or system operational needs.

All Rate Schedule SS-1 Points of Delivery and related Rate Schedule SS-1 Shippers shall be posted on Transporter's electronic bulletin board in advance of Transporter's use of such Points for Swing Service. Such Points of Delivery shall be point(s) not serviced by "No Notice" Service or an Operational Balancing Agreement.

- 2.3 From time to time, Transporter may request Shipper, upon mutual consent, to go out-of-daily balance and/or to take hourly gas quantities in a manner different from its hourly entitlement amount (HEA) to assist pipeline operations. Any such action will not result in daily unauthorized overrun charges or hourly unauthorized charges pursuant to this Rate Schedule and Section 11 of the General Terms and Conditions of this Tariff. Furthermore, Shipper may offer in writing to assist Transporter in system loading needs. Transporter will process such offers in a reasonable and orderly fashion as time permits. Transporter may accept or reject such offer in writing using its best operational judgment. If Transporter accepts such offer, Shipper's actions in helping system loading needs will not result in daily unauthorized overrun charges or hourly unauthorized overrun charges pursuant to this Rate Schedule and Section 11 of the General Terms and Conditions of this Tariff. However, if Shipper takes any actions without first obtaining the written agreement of Transporter, Shipper will be subject to all applicable charges and/or penalties pursuant to this Tariff.

3. INTERRUPTIBLE SWING SERVICE CHARGE

- 3.1 Applicable Rates: The rates for service hereunder shall, subject to other provisions hereof, be the rates agreed to by Transporter and Operator as set forth in Exhibit "A" to the Agreement, provided that such rates shall not be less than the minimum nor more than the maximum rates for service pursuant to this Rate Schedule, or any effective superseding tariff on file with the FERC.
- 3.2 Commodity Charge. The Operator shall be charged an amount each Month obtained by multiplying a Commodity Rate as set forth in Exhibit A to the Agreement by the end-of-Day quantities allocated to the Agreement at each designated Point of Delivery which exceeds the greater of 5 percent or 100 Dth of the Daily total Scheduled Quantities at such Points of Delivery during the Month.
- 3.3 Adjustment of Rates: Subject to the terms of the Agreement, Transporter reserves the right to prescribe and/or to adjust at any time any of the rates applicable to any individual Operator without adjusting any other rates for that or another Operator; provided, however, that such adjusted rate shall not exceed the applicable maximum rate nor shall it be less than the applicable minimum rate, set forth from time to time on the Statement of Rates of this Tariff. Downward adjustment to any rate shall be for a specific term. Unless otherwise agreed, at the expiration of the term of rate specified in Exhibit "A" of the Agreement, the rate for Swing Service shall revert to the maximum allowable rate under this Rate Schedule.

4. BALANCING AND RECALL OF ALLOCATED QUANTITIES

- 4.1 Operators are expected to cause Nominations to the Points of Delivery designated in their Agreement to be at levels which approximate estimated usage at such Points.
- (a) For each designated Point of Delivery, Transporter shall provide Operator with Daily and cumulative balances of overdeliveries and underdeliveries which are allocated to the Agreement.
 - (b) Operators are expected to use reasonable efforts to adjust, or cause to be adjusted, the Nominations to the designated Point(s) of Delivery to reduce the cumulative balance under the Agreement to net to zero.
- 4.2 Unless otherwise agreed on a non-discriminatory basis, Transporter may require the Operator to cause a Nomination pursuant to Section 5.1 of the General Terms and Conditions to be made in the next available Nomination cycle to eliminate no more than 10 percent of its outstanding Rate Schedule SS-1 balance or up to 5,000 Dth on any Day, whichever amount is greater, by the end of the next full Gas Day under the following conditions:
- a) The cumulative allocated balance under an Agreement at the end of any Month is in the same direction as the previous Month (i.e., either positive or negative).
 - b) When, in Transporter's reasonable judgment such action is necessary to allow Transporter to fulfill higher priority commitments, or is required as a result of Transporter's operational requirements.
 - c) For Sections 4.2 (a) and (b) above, Transporter shall notify Operator by telephone, and then by facsimile, e-mail, in writing or on Transporter's Electronic Bulletin Board to reduce the cumulative allocated balance as provided in this section above. In the event a valid Nomination is submitted in response to notification by Transporter to reduce the cumulative allocated balance, Operator shall be deemed to have complied with Transporter's notification for that Gas Day. Cumulative allocated balances (i) for overdeliveries not removed pursuant to this section, or by the end of the term of an Agreement, shall become the property of Transporter at no cost to Transporter free and clear of any adverse claims and (ii) for underdeliveries not returned pursuant to this section or by the end of the term of an Agreement shall be sold to Operator at 150% of Transporter's Cash Out System Index Price.

5. HOURLY UNAUTHORIZED OVERRUN

- 5.1 Hourly Unauthorized Overrun. Hourly Deliveries of Gas in excess of the Hourly aggregate Scheduled Quantities, including Hourly Entitlement Enhancement Nominations authorized under transportation agreements Delivered to Points of Delivery designated in the Rate Schedule SS-1 Agreement shall be subject to the Hourly Unauthorized Overrun Rate. Operator shall pay an amount obtained by multiplying the largest quantity of such Hourly Unauthorized Overrun Gas during any one Hour of a Day times 24, times the Hourly Unauthorized Overrun Rate on the Statement of Rates.

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except as modified in the Agreement, are made a part of this Rate Schedule.

RATE SCHEDULE SS-HP
HIGH PLAINS INTERRUPTIBLE SWING SERVICE

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any Operator, as defined in Section 1 of the General Terms and Conditions of this Tariff that currently receives or will receive Gas at a Point of Delivery on High Plains. This service will be provided by Transporter, and provides for quantity swings for eligible Operators on an interruptible basis and subject to available capacity, when the Operator desires swing service, and when:
- (a) Operator has made a request for High Plains Interruptible Swing Service pursuant to the provisions set forth in Section 4 of the General Terms and Conditions ("GT&C");
 - (b) Operator has met the service requirements specified in Section 4 of the General Terms and Conditions, including the creditworthiness conditions specified in Section 4.14 of the General Terms and Conditions; and
 - (c) Operator and Transporter have executed a High Plains Interruptible Swing Service Agreement ("Agreement") pursuant to the terms of this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule SS-HP is available to any Operator and shall allow the Operator to receive more or less than the Scheduled Quantities of Gas at Point(s) of Delivery on High Plains. Nominated Transportation Service shall be allocated based on the Scheduled Quantities of the underlying transportation service agreement(s). Quantities Delivered above or below daily Scheduled Quantities shall be allocated to the Agreement and shall be subject to the provisions of the Agreement and the GT&C.
- 2.2 Swing Service hereunder is interruptible and subject to interruption at any time. Such interruptions may be in effect for extended periods of time. Swing Service shall be available when in Transporter's reasonable judgment, Transporter has capacity available to provide such service without detriment or disadvantage to Transporter's firm obligations, or system operational needs.

All Rate Schedule SS-HP Points of Delivery and related Rate Schedule SS-HP Shippers shall be posted on Transporter's electronic bulletin board in advance of Transporter's use of such Points for Swing Service. Such Points of Delivery shall be point(s) not serviced by an Operational Balancing Agreement.

- 2.3 From time to time, Transporter may request Shipper, upon mutual consent, to go out-of-daily balance and/or to take hourly gas quantities in a manner different from its hourly entitlement amount (HEA) to assist pipeline operations. Any such action will not result in daily unauthorized overrun charges or hourly unauthorized charges pursuant to this Rate Schedule and Section 11 of the General Terms and Conditions of this Tariff. Furthermore, Shipper may offer in writing to assist Transporter in system loading needs. Transporter will process such offers in a reasonable and orderly fashion as time permits. Transporter may accept or reject such offer in writing using its best operational judgment. If Transporter accepts such offer, Shipper's actions in helping system loading needs will not result in daily unauthorized overrun charges or hourly unauthorized overrun charges pursuant to this Rate Schedule and Section 11 of the General Terms and Conditions of this Tariff. However, if Shipper takes any actions without first obtaining the written agreement of Transporter, Shipper will be subject to all applicable charges and/or penalties pursuant to this Tariff.

3. INTERRUPTIBLE SWING SERVICE CHARGE

- 3.1 **Applicable Rates:** The rates for service hereunder shall, subject to other provisions hereof, be the rates agreed to by Transporter and Operator as set forth in Exhibit "A" to the Agreement, provided that such rates shall not be less than the minimum nor more than the maximum rates for service pursuant to this Rate Schedule, or any effective superseding tariff on file with the FERC.
- 3.2 **Commodity Charge.** The Operator shall be charged an amount each Month obtained by multiplying a Commodity Rate as set forth in Exhibit A to the Agreement by the end-of-day quantities allocated to the Agreement at each designated Point of Delivery which exceeds the greater of 5 percent or 100 Dth of the daily total Scheduled Quantities at such Points of Delivery during the Month.
- 3.3 **Adjustment of Rates:** Subject to the terms of the Agreement, Transporter reserves the right to prescribe and/or to adjust at any time any of the rates applicable to any individual Operator without adjusting any other rates for that or another Operator; provided, however, that such adjusted rate shall not exceed the applicable maximum rate nor shall it be less than the applicable minimum rate, set forth from time to time on the Statement of Rates of this Tariff. Discounts from the maximum rate shall be for a specific term. Unless otherwise agreed, at the expiration of the term of rate specified in Exhibit "A" of the Agreement, the rate for Swing Service shall revert to the maximum allowable rate under this Rate Schedule.

4. BALANCING AND RECALL OF ALLOCATED QUANTITIES

- 4.1 Operators are expected to cause Nominations to the High Plains Points of Delivery designated in their Agreement to be at levels which approximate estimated usage at such Points.
- (a) For each designated High Plains Point of Delivery, Transporter shall provide Operator with daily and cumulative balances of overdeliveries and underdeliveries which are allocated to the Agreement.
 - (b) Operators are expected to use reasonable efforts to adjust, or cause to be adjusted, the Nominations to the designated High Plains Point(s) of Delivery to reduce the cumulative balance under the Agreement to net to zero.
- 4.2 Unless otherwise agreed on a non-discriminatory basis, Transporter may require the Operator to cause a Nomination pursuant to Section 6.1 of the GT&C to be made in the next available Nomination cycle to eliminate no more than 10 percent of its outstanding Rate Schedule SS-HP balance or up to 5,000 Dth on any Day, whichever amount is greater, by the end of the next full Gas Day under the following conditions:
- (a) The cumulative allocated balance under an Agreement at the end of any Month is in the same direction as the previous Month (i.e., either positive or negative).
 - (b) When, in Transporter's reasonable judgment such action is necessary to allow Transporter to fulfill higher priority commitments, or is required as a result of Transporter's operational requirements.
 - (c) For Sections 4.2 (a) and (b) above, Transporter shall notify Operator by telephone, and then by facsimile, e-mail or on Transporter's Electronic Bulletin Board to reduce the cumulative allocated balance as provided in this section above. In the event a valid Nomination is submitted in response to notification by Transporter to reduce the cumulative allocated balance to zero, Operator shall be deemed to have complied with Transporter's notification for that Gas Day. Cumulative allocated balances (i) for overdeliveries not removed pursuant to this section, or by the end of the term of an Agreement, shall become the property of Transporter at no cost to Transporter free and clear of any adverse claims and (ii) for underdeliveries not returned pursuant to this section or by the end of the term of an Agreement shall be sold to Operator at 150% of Transporter's Cash Out Index Price for the applicable month.

5. HOURLY UNAUTHORIZED OVERRUN

- 5.1 Hourly Unauthorized Overrun. Hourly Deliveries of Gas in excess of the Hourly aggregate Scheduled Quantities, including Hourly Entitlement Enhancement Nominations authorized under transportation agreements Delivered to Points of Delivery designated in the Rate Schedule SS-HP Agreement shall be subject to the Hourly Unauthorized Overrun Rate. Operator shall pay an amount obtained by multiplying the largest quantity of such Hourly Unauthorized Overrun Gas during any one Hour of a Day times 24, times the Hourly Unauthorized Overrun Rate on the Statement of Rates.

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except as modified in the Agreement, are made a part of this Rate Schedule. In particular, but without limitation, the scheduling provisions of Section 6, the operating provisions of Section 11, the contract procedures and crediting provisions of Section 4 and the gas quality provisions of Section 3.

RATE SCHEDULE HSP-1
Headstation Pooling Service

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any person, corporation, partnership or any other Party (hereinafter referred to as "Pooler") for the aggregation of natural Gas supplies by Transporter when Pooler and Transporter have executed an agreement under this Rate Schedule HSP-1 ("Agreement").

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule shall apply to all services rendered by Transporter for Pooler within a Pooling Area, pursuant to the executed Agreement under this Rate Schedule HSP-1.
- 2.2 Transporter shall create Headstation Pools ("Pools") at locations which Transporter determines in its reasonable discretion provide reasonable Points for aggregation and further downstream transportation. All Pooling Points shall be posted on Transporter's electronic bulletin board and Point(s) of Receipt available to each Pool shall also be specified by Pool Area. Transporter shall give at least 30 day's advance notice via Transporter's electronic bulletin board prior to modification of the scope of a Pooling Area.
- 2.3 Service under this Rate Schedule HSP-1 shall permit the Pooler to Nominate and aggregate receipts of natural Gas quantities within a Pooling Area to the related Pool for subsequent payback to designated transportation service agreement(s) (Downstream Agreement(s) that are transporting such Gas from the Pool aggregation point to Point(s) of Delivery on Transporter's transmission system, or for payback to another Pooling agreement at the same Pool aggregation point. Additionally, a Pooler may receive Gas from another Pooler's account at the same Pool aggregation point. The scheduling and allocation of Pooled quantities shall be determined by the priority of the Downstream Agreement(s).
- 2.4 Pooler may Nominate natural Gas supplies from any designated Point(s) of Receipt within the Pooling Area, or from another Pooler's account in the same Pooling Area, in accordance with the provisions of Section 6 of the General Terms and Conditions. Such Nominated quantities shall be aggregated at the Pool and treated as quantities received at a single Receipt Point for Downstream Shipper(s) Nominating quantities of Gas from the Pool for downstream Transportation, or for use in another Pool account in the same Pooling Area.
- 2.5 Downstream Shipper(s) (including other Poolers) shall receive Nominated quantities of Gas at a Pool according to the priorities provided by the Pooler under this Rate Schedule HSP-1 in accordance with Section 6 of the General Terms and Conditions and to the extent such priorities are not in conflict with other scheduling priorities stated in this Tariff.
- 2.6 Allocation of Gas for Pooler(s) under this Rate Schedule HSP-1 shall be determined according to the provisions of Section 10 of the General Terms and Conditions.

- 2.7 For purposes of determining imbalances under this Rate Schedule HSP-1, overdeliveries at one Point of Receipt within a Pooling Area may be offset by underdeliveries at another Point of Receipt within the same Pooling Area. Nothing contained in this provision shall eliminate Pooler's obligations to resolve imbalances as described under Section 10 of the General Terms and Conditions.

3. CHARGES

Each Month Pooler shall pay to Transporter the following charges:

- 3.1 Commodity Charges. None.
- 3.2 Imbalance Management. Pooler shall be subject to the imbalance management provisions set forth in Section 10 of the General Terms and Conditions.

4. FUEL REIMBURSEMENT

- 4.1 Fuel Reimbursement does not apply to this Rate Schedule HSP-1.

5. TITLE TRANSFER TRACKING SERVICE

- 5.1 Title Transfer Tracking ("TTT") shall be provided pursuant to Section 6.9 of the General Terms and Conditions.
- (a) For any Day when Pooler desires Transporter to track a title transfer for Pooler's account under this Rate Schedule, then Pooler shall Nominate to Transporter in accordance with the General Terms & Conditions of this Tariff, specifying:
 - (i) the quantity of Gas subject to the title transfer;
 - (ii) the selling and/or purchasing parties, and
 - (iii) the desired eligible Headstation Pool.
 - (b) When Pooler's Nomination is properly confirmed subject to the limitations set forth in this Rate Schedule, then such quantity shall constitute a TTT quantity at that Headstation Pool.
 - (c) Pooler is required to balance the quantities Nominated for sale and for purchase under TTT service at each Headstation Pool in each Nomination cycle and for each Day.

6. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of this Tariff, except as modified in the Agreement, are hereby specifically incorporated herein and made a part of this Rate Schedule HSP-1.

RATE SCHEDULE HUB-1
CHEYENNE STATION HUB SERVICE

1. AVAILABILITY

- 1.1 This Rate Schedule shall apply to any Party (hereinafter referred to as "Shipper") for the Transportation of natural Gas from a Point or Points of Receipt on Transporter's system or from one or more other pipeline systems which are connected to Colorado Interstate Gas Company, L.L.C.'s (hereinafter referred to as "Transporter") Cheyenne Station Hub to a Point or Points of Delivery on Transporter's system or to one or more other pipelines connected to the Cheyenne Station Hub. This Rate Schedule shall also apply for an Interruptible Gas Parking and Lending option at the Cheyenne Station Hub when Shipper desires such Parking and Lending service and when:
- (a) Shipper has completed a request for Transportation Service in accordance with Section 4 of the General Terms and Conditions;
 - (b) Shipper has met the service requirements specified in Section 4 of the General Terms and Conditions, including the creditworthiness conditions specified in Section 4.14 of the General Terms and Conditions;
 - (c) Shipper and Transporter have executed an Interruptible Cheyenne Station Hub Service Agreement ("Agreement"); and
 - (d) Shipper and Transporter have executed a Parking and Loan Service Request Order ("PAL RO") when Shipper utilizes the Parking and Lending option pursuant to this Rate Schedule and the Rate Schedule HUB-1 Form of Service Agreement. When executed by Transporter and Shipper, the underlying PAL RO shall evidence their agreement as to the terms of the particular transaction(s) to Park and Loan Gas under the option available under Rate Schedule HUB-1.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 The Service hereunder is for the Transportation of natural Gas from Point(s) of Receipt from Transporter's transmission system or from third party pipelines connected to Transporter's Cheyenne Station Hub in Weld County, Colorado to Point(s) of Delivery to any other Cheyenne Station Hub interconnection for Shipper's account.
- 2.2 Parking and Lending option available under this Rate Schedule includes:
- (a) Parking Service - Parking service shall consist of the Nomination of Gas by Shipper to the Cheyenne Station Hub Park and Loan Point(s) on the designated date(s) as set forth in the PAL RO and approved by Transporter, the holding of the Parked quantities and Transporter's subsequent withdrawal of the Parked quantities to Shipper at the original Cheyenne Station Hub Park and Loan Point(s) on the designated date(s) as set forth in the PAL RO;

- 2.2 (b) Lending Service - Lending service shall consist of Transporter's advancement of the quantities of natural Gas Nominated by Shipper at the Cheyenne Station Hub Park and Loan Point(s) on the designated date(s) specified in the PAL RO and approved by Transporter, and the payback by Shipper of such Loaned quantities on the designated date(s) as set forth in the PAL RO.
- 2.3 The Park and Loan option rendered under this Rate Schedule shall be provided for a minimum of one (1) Day term.
- 2.4 Upon notification by Transporter, Shipper may be required to submit a timely Nomination pursuant to Section 6.1 of the General Terms and Conditions in the next available Nomination cycle to eliminate no more than 10 percent of Shipper's outstanding Cheyenne Park or Loan Point balance or up to 5,000 Dth on any Day, whichever amount is greater, by the end of the next full Gas Day. Shipper shall not be allowed to extend the duration of its PAL RO to accommodate such withdrawal or payback. Such action is necessary to allow Transporter to fulfill higher priority commitments, or as a result of Transporter's operational requirements. Transporter may allow additional time when operational conditions permit. Such notices shall be provided by telephone, and then by facsimile, e-mail, in writing or on Transporter's electronic bulletin board. In the event a timely and valid Nomination is submitted in response to notification by Transporter to withdraw Parked quantities and/or pay back Loaned quantities, Shipper shall be deemed to have complied with Transporter's notification for that Gas Day.
- Unless otherwise agreed by Shipper and Transporter; (a) any Parked quantity not Nominated for withdrawal within the period specified by Transporter's notice pursuant to Section 2.4 of this Rate Schedule or by the end of the term of a PAL RO shall become the property of Transporter at no cost to Transporter free and clear of any adverse claims; (b) any Loaned quantity not paid back within the period specified by Transporter pursuant to Section 2.4 or by the end of the term of a PAL RO shall be sold to Shipper at 150% of Transporter's Cash Out System Index Price.
- 2.5 Service under this Rate Schedule is only available when Transporter determines on a daily basis that it has capacity to provide such service through the Cheyenne Station. Service shall only be available to the extent that transactions at interconnecting Point(s) can be confirmed pursuant to existing industry and Tariff standards. Unless otherwise agreed, if for any reason Gas is received or Delivered without both Point of Receipt and Point of Delivery confirmation any imbalance will be allocated to a Park and Loan balance and be subject to the maximum Park and Loan rate. Service shall only be available to the extent that the level of compression capacity which Transporter requires to meet its commitments to all of the other services through the Cheyenne Station is sufficient to accommodate the Nominations for service under this Rate Schedule.
- 2.6 Subject to the terms and conditions of this Tariff, Shipper agrees to Nominate the Gas quantities to be transported at the applicable Point of interconnection pursuant to Section 6 of the General Terms and Conditions.

3. SERVICES CHARGES

- 3.1 Shipper shall be charged each Month an amount obtained by multiplying the commodity rate set forth in Exhibit "A" to the Agreement by the quantities of Gas transported by Transporter for Shipper or for Shipper's account. Further, Shipper's utilizing the Parking and Lending option shall pay an amount determined by multiplying the sum of the end of the Day balances of Gas Parked or Loaned at the Cheyenne Station Hub Park and Loan Point for Shipper's account by the Cheyenne Station Hub Parking and Lending rate set forth on the PAL RO. The PAL RO to the Agreement shall be posted on Transporter's electronic bulletin board.
- 3.2 Surcharges. Shipper shall be subject to applicable surcharges as specified in the Agreement.
- 3.3 Adjustment of Rates. Subject to the terms of the PAL RO, Transporter reserves the right to prescribe and/or to adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rates for that or another Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor shall they be less than the applicable minimum rate(s), set forth from time to time on the Statement of Rates of this Tariff. Downward adjustment to any rate shall be for a specific term. Unless otherwise agreed, at the expiration of the term of rate specified in Exhibit "A" of the Agreement and/or the PAL RO, the rate shall revert to the maximum allowable rate under this Rate Schedule.
- 3.4 In circumstances where Transporter is unable to accept a withdrawal or payback request or is required to allocate such request, Shipper shall be charged the lesser of its then effective rate, or \$.0050, on that Day for such quantities.

4. FUEL REIMBURSEMENT

Shipper shall have the option to furnish to Transporter the Cheyenne Hub Fuel Reimbursement as stated in the Statement of Rates. Such option shall be by mutual agreement between Transporter and Shipper as stated in the Agreement. Under this option, quantities of Gas received at Point of Receipt shall be adjusted to reflect Cheyenne Hub Fuel Reimbursement prior to Delivery at Point(s) of Delivery.

5. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except as modified in the Agreement and/or any PAL RO, are made a part of this Rate Schedule.

RATE SCHEDULE CS-1
CHEYENNE FIRM COMPRESSION SERVICE

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any Party (hereinafter referred to as "Shipper") for compression of natural Gas at the Cheyenne Plains Jumper Compressor Station on a firm basis when:
- (a) Shipper has completed a request for Compression Service in accordance with Section 4 of the General Terms and Conditions;
 - (b) Transporter determines that firm capacity is or will become available for firm compression services at the Cheyenne Plains Jumper Compressor Station;
 - (c) Shipper is an Interconnecting Party, pursuant to Section 1.39 of the General Terms and Conditions;
 - (d) Shipper has met the service requirements specified in Section 4 of the General Terms and Conditions, including the creditworthiness conditions specified in Section 4.14 of the General Terms and Conditions; and
 - (e) Shipper and Transporter have executed a firm Compression Service Agreement ("Agreement").

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule shall apply to the firm compression of natural Gas. The Receipt Point for service is the inlet of the Cheyenne Plains Jumper Compressor Station off the Cheyenne Hub and the Delivery Point is the outlet of such station where deliveries are made into the Cheyenne Plains Gas Pipeline Company, L.L.C. No other receipt and delivery points are available for service under this Rate Schedule.
- 2.2 The service provided hereunder involves compression only. No transportation service is provided under this Rate Schedule.
- 2.3 Compression service shall be considered firm and not subject to prior claim by another Shipper or another class of service under a pre-existing contract or certificate.
- 2.4 Subject to the applicable provisions of this Tariff, Transporter shall provide compression service up to the MDQ specified in Shipper's Agreement. Shipper may exceed its MDQ, if it so requests and Transporter determines there is sufficient capacity to accommodate such excess quantity.

- 2.5 Since this Rate Schedule provides compression service involving a single receipt and delivery point, the Tariff provisions applicable to Segmentation, secondary scheduling and flexible receipt and delivery points are not applicable.

3. SERVICE CHARGES

- 3.1 Reservation Charge. Shipper shall be charged each Month a reservation charge determined by multiplying the reservation rate set forth in the Agreement by Shipper's MDQ. Shipper's liability for the reservation charge and surcharges shall begin to accrue on the effective date set forth in the Agreement.
- 3.2 Commodity Charge. Shipper shall be charged an amount obtained by multiplying the commodity rate set forth in the Agreement by the quantities of Gas Delivered by Transporter to Shipper, or for Shipper's account.
- 3.3 Surcharges. Shipper shall be subject to the applicable surcharges specified in its Agreement.
- 3.4 Adjustment of Rates.
- (a) Subject to the terms of the Agreement, Transporter reserves the right to prescribe and/or to adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rate applicable to that Shipper or applicable to any other Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum recourse rate(s) nor shall they be less than the applicable minimum recourse rate(s), set forth on the Statement of Rates. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 4.17 of the General Terms and Conditions of this Tariff.
- (b) Downward adjustment from the maximum rate shall be for a specific term. Unless otherwise agreed, at the expiration of the Term of Rate specified in Exhibit "B" of the Agreement, the rate for service, shall revert to the maximum allowable recourse rate, including applicable surcharges, under this Rate Schedule. This condition shall not apply to service provided pursuant to Section 4.17 of the General Terms and Conditions where rate conditions of the Agreement shall govern.

4. FUEL REIMBURSEMENT

- 4.1 Shipper shall furnish Fuel Reimbursement as defined in Section 1 of the General Terms and Conditions. Quantities of Gas received at the Point of Receipt shall be adjusted to reflect Fuel Reimbursement prior to Delivery at the Point of Delivery.

5. NOTICES

- 5.1 Third-Party Operating Notices. Either Party may notify the other in writing of the address of the person or persons who shall have authority to act for such Party in connection with the operation of pipelines, facilities, and wells in connection with an Agreement, and operating notices shall thereafter be served upon such person or persons.

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except as modified in the Agreement, are made a part of this Rate Schedule.

RATE SCHEDULE S-1
GENERAL UNBUNDLED SALES SERVICE

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any Party ("Buyer") for the purchase of natural Gas from Colorado Interstate Gas Company, L.L.C. ("Seller") when Buyer and Seller have executed a contract for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule applies to all natural Gas sold by Seller to Buyer.
- 2.2 The Transportation and Delivery of natural Gas purchased by Buyer under this Rate Schedule shall be effectuated through transportation arrangements Buyer may make (as a Shipper under the transportation rate schedules of this Tariff) with Colorado Interstate Gas Company, L.L.C. (as Transporter) or with any other transporting Party.
- 2.3 Natural Gas sold under this Rate Schedule shall be sold at the wellhead or other Receipt Points so long as Gas sold by Seller does not flow through Seller's transmission facilities prior to being received at the Point(s) of Receipt.
- 2.4 Natural Gas sold under this Rate Schedule shall be sold pursuant to the blanket sales certificate issued by the Federal Energy Regulatory Commission in conjunction with Transporter's restructuring of services in Docket No. RS92-4.

3. RATE

- 3.1 The rate for natural Gas sold under this Rate Schedule shall be negotiated between the Buyer and Seller and shall be specified in the Agreement between the Buyer and Seller but shall not be posted in this Tariff and shall not be subject to the jurisdiction of the FERC.

4. FLOW RATES TO RECEIPT POINTS.

- 4.1 Daily flow rates shall be as specified in the Agreement between Buyer and Seller.

5. HEAT CONTENT, GAS QUALITY, AND MEASUREMENT BASE

- 5.1 The Parties shall specify the heat content, Gas quality, and measurement base in the Agreement.

RATE SCHEDULE PAL-HP
HIGH PLAINS INTERRUPTIBLE PARKING AND LENDING SERVICE

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any Party (hereinafter referred to as "Shipper") and provides for interruptible Gas Parking and Gas Lending service by Colorado Interstate Gas Company, L.L.C. (hereinafter referred to as "Transporter") at a Park and Loan Point on the High Plains System, subject to available line pack capacity at the High Plains PAL-HP points, when Shipper desires Parking and Lending service and to the provisions of Section 2.1(a)(iii)(B) of Rate Schedules TSB-Y and TSB-T, and when:
- (a) Shipper has made a complete request for High Plains Parking and Lending service in accordance with Section 4 of the General Terms and Conditions.
 - (b) Shipper has met the service requirements specified in Section 4 of the General Terms and Conditions, including the creditworthiness conditions specified in Section 4.14 of the General Terms and Conditions.
 - (c) Shipper and Transporter have executed a High Plains Interruptible Parking and Lending service agreement ("Agreement") and related Park and Loan Service Request Order ("PAL RO") pursuant to the terms of this Rate Schedule and the Rate Schedule PAL-HP Form of Service Agreement. When executed by Transporter and Shipper, the underlying PAL RO shall evidence their agreement as to the terms of the particular transaction(s) to Park and Loan Gas pursuant to the Agreement.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule PAL-HP shall apply to Parking and Lending of Gas rendered by Transporter to Shipper on an interruptible basis subject to the limitations set forth in the executed Agreement, the underlying PAL RO, this Rate Schedule PAL-HP, and the General Terms and Conditions.
- (a) Parking and Lending service is subject to interruption at any time and such interruptions may be in effect for extended periods of time.
 - (b) Parking and Lending service under this Rate Schedule will be performed when in Transporter's reasonable judgment Transporter has capacity available on its existing High Plains System facilities and that it has the operational flexibility to provide such service without detriment or disadvantage to Transporter's firm obligations, system operational needs and interruptible Transportation Service.
 - (c) In the event that Parked quantities remain in Transporter's system and/or Loaned quantities have not been paid back to Transporter's system after the expiration of any PAL RO executed by Shipper and Transporter, Transporter and Shipper may mutually agree to an extended time frame and/or modified terms, including the rate, of such PAL RO, to permit Shipper to pay back and/or withdraw such quantities.

- 2.2 Parking and Lending service hereunder is only available at Park and Loan Point(s) on Transporter's existing High Plains System. Transporter shall post any High Plains Park and Loan Point(s) not available for Park and Loan service on its electronic bulletin board.
- (a) In no event shall Transporter be required to provide service under this Rate Schedule that would require Transporter to install, operate acquire or maintain additional facilities.
 - (b) Parking and Lending service is not available at primary locations under Transporter's Rate Schedule TSB-Y or TSB-T services.
- 2.3 Parking and Lending Service available under this Rate Schedule includes:
- (a) Parking Service - Parking service shall consist of the receipt of Gas by Transporter at the designated Park and Loan Point(s) on the High Plains System on the designated date(s) as set forth in the PAL RO and approved by Transporter, the holding of the Parked quantity for Shipper's account and Transporter's subsequent withdrawal of Parked quantities of Gas to Shipper on the designated date(s) of the Parked quantities at the original Park and Loan Point(s) on the High Plains System as set forth in the PAL RO;
 - (b) Lending Service - Lending service shall consist of Transporter's advancement of quantities of Gas Nominated by Shipper at the Park and Loan Point(s) on the High Plains System and on the designated date(s) specified in Shipper's PAL RO and approved by Transporter, and the pay back by Shipper of such Loaned quantities at the original Park and Loan Point(s) on the designated date(s) as set forth in the PAL RO.
 - (c) Parked quantities may be withdrawn, or Loaned quantities may be paid back to the original Park and Loan Point as set forth in the PAL RO.
- 2.4 Service rendered under this Rate Schedule shall be provided for a minimum of a one (1) Day term.
- 2.5 Shipper may Nominate Parking and Lending Service on the High Plains System under a PAL RO.

- 2.6 Upon notification by Transporter, Shipper may be required to submit a timely Nomination pursuant to Section 6.1 of the General Terms and Conditions in the next available nomination cycle to eliminate up to 33 percent of Shipper's outstanding Park or Loan balance or up to 5,000 Dth on any Day, whichever amount is greater, by the end of the next full Gas Day. Shipper shall not be allowed to extend the duration of its PAL RO to accommodate such withdrawal or payback. Such action is necessary to allow Transporter to fulfill higher priority commitments, or as a result of Transporter's operational requirements. Such notices shall be provided by telephone, and then by facsimile, e-mail, in writing or on Transporter's electronic bulletin board. In the event a timely and valid Nomination is submitted in response to notification by Transporter to withdraw Parked quantities and/or pay back Loaned quantities, Shipper shall be deemed to have complied with Transporter's notification for that Gas Day.

Unless otherwise agreed by Shipper and Transporter: (a) any Parked quantity not Nominated for withdrawal pursuant to Section 2.6 of this Rate Schedule or by the end of the term of a PAL RO shall become the property of Transporter at no cost to Transporter free and clear of any adverse claims; (b) any Loaned quantity not paid back pursuant to this Section 2.6 or by the end of the term of a PAL RO shall be sold to Shipper at 150% of Transporter's Cash Out System Index Price.

3. PARKING AND LENDING SERVICE CHARGE

- 3.1 Applicable Rates. The applicable minimum and maximum rates for service under Rate Schedule PAL-HP, or any superseding rate schedule, are set forth on the Statement of Rates. Shipper shall pay Transporter the sum of the following charges as described below:
- (a) An Initial Rate for each Dth of Gas tendered for Park or taken for Loan during the Month;
 - (b) A Park/Loan Balance Rate for each Dth of Gas which is Parked or Loaned under this Rate Schedule PAL-HP for that Month (such charge shall be calculated on the basis of the end of the Day balances for each Day of the Month such a balance occurs); and
 - (c) A Completion Rate for each Dth of Gas paid back to Transporter on completion of a Loan or withdrawal by Shipper on completion of a Park that Month.

3.1 (continued)

Notwithstanding the individual rates listed in the PAL RO, on any one Day, the sum of the Initial Rate, the Park/Loan Balance Rate and the Completion Rate shall not exceed the maximum Initial Rate as shown on the Statement of Rates. If Transporter is unable to confirm a valid Nomination under this Rate Schedule to pay back Loaned or to withdraw Parked quantities, the applicable service charge(s) shall be reduced to \$0.0000 per Dth for that Day for the quantities Transporter is unable to confirm. If the day on which Transporter is unable to confirm a valid Nomination under this Rate Schedule to pay back Loaned or to withdraw Parked quantities is the final day of the term of the PAL RO, the term shall be automatically extended for one day and the applicable service charge(s) for the additional day shall be \$0.0000 per Dth.

3.2 Parking and Lending Rates. Each Month Shipper shall pay an amount determined by the Parking and Lending rates as set forth on the PAL RO. The PAL RO shall be posted on Transporter's electronic bulletin board.

3.3 Adjustment of Rates. Subject to the terms of the Agreement, Transporter reserves the right to prescribe and/or to adjust at any time any of the rates applicable to any individual Shipper pursuant to Section 4.16 of the General Terms and Conditions without adjusting any other rates for that or another Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor shall they be less than the applicable minimum rate(s), set forth from time to time on the Statement of Rates of this Tariff. If a Shipper's Park or Loan quantity exceeds the daily quantity in the PAL RO on any Day, Shipper will pay as an authorized overrun the maximum Initial Rate as shown on the Statement of Rates for those quantities specified in the PAL RO.

4. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except as modified in the Agreement and/or any PAL RO, are made a part of this Rate Schedule.

GENERAL TERMS AND CONDITIONS

Section 1 Definitions

Section 2 Measurement

Section 3 Quality

Section 4 Requests for Services

Section 4.1 Requests for Service

Section 4.2 Capacity Reserved for Future Expansions/Extension Projects

Section 4.3 Off-System Capacity

Section 4.4 Electronic Execution of Agreements

Section 4.5 Amendment

Section 4.6 Right of First Refusal

Section 4.7 Shipper Notice of Intent to Renew

Section 4.8 Carryover of Rights Upon Conversion

Section 4.9 Right of First Refusal Clause in Firm Agreement

Section 4.10 Capacity Sold on an Interim Basis

Section 4.11 Early Termination

Section 4.12 Extension of Agreement Term

Section 4.13 Increment of Capacity Extension Rights

Section 4.14 Creditworthiness

Section 4.15 Correlative Discounts

Section 4.16 Discounting

Section 4.17 Nonconforming Negotiated Rates

Section 4.18 Governmental Regulation

Section 4.19 Assignment

Section 4.20 Blanket Certificate Authority

Section 4.21 Agents

Section 4.22 Governmental Authorization

Section 4.23 Regulatory Authority

Section 4.24 Governing Law

Section 4.25 Termination Obligations

Section 5 Service Conditions

Section 6 Nomination and Scheduling Procedures

- Section 6.1 Procedures and Deadlines
- Section 6.2 Confirmation and Scheduling Criteria
- Section 6.3 Transportation Service Scheduling of Receipts and Deliveries and Allocation of Capacity
- Section 6.4 Storage Service
- Section 6.5 Requests for Intraday Variable Deliveries
- Section 6.6 Rate Schedule PAL-1, PAL-HP and APAL-1 Nominations and Confirmations
- Section 6.7 Pooling Nominations
- Section 6.8 HUB Nominations
- Section 6.9 Title Transfer Tracking Service
- Section 6.10 Planning Information

Section 7 Responsibility for Gas and Products

Section 8 Operating Provisions

- Section 8.1 Firm Transportation Service
- Section 8.2 Interruptible Transportation Service
- Section 8.3 Storage Service

Section 9 Capacity Release Program

- Section 9.1 Purpose
- Section 9.2 Applicability
- Section 9.3 Availability of Released Capacity
- Section 9.4 Qualification for Participation
- Section 9.5 Capacity Release Requests
- Section 9.6 Releases Assigned on the Basis of an Open Season
- Section 9.7 Prearranged Releases
- Section 9.8 Notice by Shipper Electing to Release Capacity on an Open Season Basis
- Section 9.9 Notice by Shipper Electing to Release Capacity on a Prearranged Basis
- Section 9.10 Term of Released Capacity
- Section 9.11 Bids for Released Capacity Subject to Open Season
- Section 9.12 Awarding of Released Capacity
- Section 9.13 Recalls and Reputs of Capacity
- Section 9.14 Execution of Agreements or Amendments
- Section 9.15 Notice of Completed Transactions
- Section 9.16 Effective Date of Release and Acquisition
- Section 9.17 Rates
- Section 9.18 Marketing Fee
- Section 9.19 Billing
- Section 9.20 Compliance by Replacement Shipper
- Section 9.21 Obligations of Releasing Shipper
- Section 9.22 Refunds
- Section 9.23 Administrative Costs
- Section 9.24 Charges for use of Segmentation Point(s) or Secondary Point(s)

| | |
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| Section 10 | Imbalance Management |
| Section 10.1 | Imbalances |
| Section 10.2 | Imbalance Adjustments |
| Section 10.3 | Operational Balancing Agreement |
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| Section 11 | System Operational Parameters |
| Section 11.1 | Monthly Operating Plan |
| Section 11.2 | Critical Operating Procedures |
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| Section 23 | Docket No. RP22- Settlement Provisions |
| Section 24 | Taxes |
| Section 25 | Indemnification/Liability |
| Section 26 | Complaint Procedures |

| | |
|------------|--|
| Section 27 | Warranty |
| Section 28 | Operational Purchases and Sales |
| Section 29 | Curtailment (NGA Policy of 1978) |
| Section 30 | Specified Delivery Points |
| Section 31 | Electric Power Costs |
| Section 32 | Compliance with 18 CFR, Section 284.12 |

1. DEFINITIONS

1.1 "Authorized Overrun Quantity" shall mean the following:

- (a) Segmentation: Shipper may Nominate and Tender and Transporter may confirm and receive quantities in excess of Shipper's MDQ on a Segment. Such quantities shall be considered as Authorized Overrun Quantities and transported on an interruptible basis.
- (b) Non-Segmentation: Shipper's total activity under a transportation Service Agreement, except as provided for under Segmentation of Capacity (see Section 8.1 of the General Terms and Conditions), is limited to Shipper's MDQ. In total, Shipper may Nominate and Tender and Transporter may confirm and receive quantities pursuant to Segmentation and non-Segmentation transactions which exceed Shipper's MDQ. The total of Shipper's non-Segmentation transactions plus Shipper's highest quantity of capacity usage on any Segment within Shipper's Primary Receipt-to-Delivery Flow Path which exceeds Shipper's MDQ shall be considered as Authorized Overrun Quantities and shall be Transported on an interruptible basis.

1.2 "Available Daily Injection Quantity" or ("ADIQ") shall mean the percentage of Maximum Daily Injection Quantity ("MDIQ") available for injection by Shipper on any Day and that Transporter may be required to inject into storage on a firm basis. ADIQ is a function of Shipper's percent of Maximum Available Capacity ("MAC") in storage on that Day.

- (a) ADIQ does not confer rights to Transportation capacity, and on any given Day, Transporter may require that up to 44% of the Gas being Transported to the Point of Injection be purchased downstream (south) of Transporter's Springfield Compressor Station.
- (b) Bottom Hole Pressure Surveys ("BHP Surveys") will be conducted in the spring and fall of every calendar year to support the safety and ongoing operational reliability of Transporter's storage fields. During the BHP Surveys, injections into and withdrawals from the field being tested are expected to be suspended for seven consecutive days. Should the BHP Survey of a field be interrupted (e.g., for operational reliability on the pipeline) the seven-day BHP Survey will be restarted.
- (c) To support the necessary BHP Surveys, during the spring and fall months in which the BHP Surveys are conducted, the ADIQ shall be limited to some lesser quantity to the extent required by storage operating conditions and maintenance. Prior to the scheduled survey period, Transporter shall post on its electronic bulletin board the storage field maintenance schedule and the specific impact related to reductions in Shippers' ADIQ.

1.2 “Available Daily Injection Quantity” (continued)

- (d) The Standard ADIQ is calculated using the Standard Available Daily Injection Quantity Formula in Section 1.2(h). The Standard ADIQ will be in effect unless the High ADIQ is made effective pursuant to Section 1.2(e).
- (e) The High ADIQ is calculated using the High Available Daily Injection Quantity Formula in Section 1.2(h). The High ADIQ will be available when Transporter receives approximately 150 MMcf/d at a pressure of 1000 p.s.i.a. or higher at its Watkins Compressor Station. Such high pressure gas must be available for injection into storage and be in excess of those quantities required to meet Transporter’s other storage and Transportation obligations. The following procedures apply to the availability of the High ADIQ:
 - (i) In a request to Transporter to initiate the High ADIQ for a specified Gas Day, a firm storage Shipper must indicate that the required higher pressure gas supplies will be provided to Transporter.
 - (ii) Transporter shall evaluate its system operations to determine if the required support for the High ADIQ is available. Based on this evaluation, Transporter shall notify the initiating Shipper if the request for the High ADIQ is approved or disapproved.
 - (iii) If the High ADIQ is approved, Transporter shall post a Notice to Customers on its electronic bulletin board that the High ADIQ is in effect for the requested Gas Day for all firm Shippers.
- (f) Shippers must have adequate Transportation capacity to deliver Gas to storage for injection using either the Standard or High ADIQ.
- (g) The Standard and High Available Daily Injection Quantity Curves in Part VI – Illustrations and Standard and High Available Daily Injection Quantity Tables shown in this Section 1 are provided for illustrative purposes only.

1.2 “Available Daily Injection Quantity” (continued)

(h) THE HIGH AVAILABLE DAILY INJECTION QUANTITY FORMULA

Following Conditions and Rules Apply to the Injection Entitlement Curves

$$\text{MDIQ} = \text{MAC Multiplied by } 0.0098340$$

$$\% \text{MAC} = \text{Current Inventory} / \text{MAC}$$

THE STANDARD AVAILABLE DAILY INJECTION QUANTITY
FORMULA

$$\% \text{MDIQ} = 100 - (0.31 * \% \text{MAC})$$

THE HIGH AVAILABLE DAILY INJECTION QUANTITY FORMULA

$$\% \text{MDIQ} = 124.8 - (0.36 * \% \text{MAC})$$

ADIQ Calculation

$$\text{ADIQ} = (\% \text{MDIQ} / 100 * \text{MDIQ})$$

Rounded to the nearest whole dekatherm (an integer)

NOTE (1): In the context of this formula, the %MAC and %MDIQ values are taken as whole numbers, and not as decimal only numbers (i.e. if the value is 40% use 40.0 not .40, or if it is 36.1234% use 36.1234 not 0.361234).

(2): The coefficients are entered with four decimal places. The table is calculated with four decimal places, and then rounded for display purposes.

(3): All calculations are initially performed utilizing four decimal places. The final ADIQ, however, is rounded to the nearest whole number.

1.2 “Available Daily Injection Quantity”
 (h) (continued)

| CIG STORAGE | | | | | |
|---|-------|------|-------|------|-------|
| STANDARD AVAILABLE DAILY INJECTION QUANTITY TABLE | | | | | |
| %MAC | %MDIQ | %MAC | %MDIQ | %MAC | %MDIQ |
| ---- | ----- | ---- | ----- | ---- | ----- |
| 100 | 69 | 66 | 80 | 32 | 90 |
| 98 | 70 | 64 | 80 | 30 | 91 |
| 96 | 70 | 62 | 81 | 28 | 91 |
| 94 | 71 | 60 | 81 | 26 | 92 |
| 92 | 72 | 58 | 82 | 24 | 93 |
| 90 | 72 | 56 | 83 | 22 | 93 |
| 88 | 73 | 54 | 83 | 20 | 94 |
| 86 | 73 | 52 | 84 | 18 | 94 |
| 84 | 74 | 50 | 85 | 16 | 95 |
| 82 | 75 | 48 | 85 | 14 | 96 |
| 80 | 75 | 46 | 86 | 12 | 96 |
| 78 | 76 | 44 | 86 | 10 | 97 |
| 76 | 76 | 42 | 87 | 8 | 98 |
| 74 | 77 | 40 | 88 | 6 | 98 |
| 72 | 78 | 38 | 88 | 4 | 99 |
| 70 | 78 | 36 | 89 | 2 | 99 |
| 68 | 79 | 34 | 89 | 0 | 100 |

| HIGH AVAILABLE DAILY INJECTION QUANTITY TABLE | | | | | |
|---|-------|------|-------|------|-------|
| %MAC | %MDIQ | %MAC | %MDIQ | %MAC | %MDIQ |
| ---- | ----- | ---- | ----- | ---- | ----- |
| 100 | 89 | 66 | 101 | 32 | 113 |
| 98 | 90 | 64 | 102 | 30 | 114 |
| 96 | 91 | 62 | 103 | 28 | 115 |
| 94 | 91 | 60 | 103 | 26 | 116 |
| 92 | 92 | 58 | 104 | 24 | 116 |
| 90 | 93 | 56 | 105 | 22 | 117 |
| 88 | 94 | 54 | 106 | 20 | 118 |
| 86 | 94 | 52 | 106 | 18 | 118 |
| 84 | 95 | 50 | 107 | 16 | 119 |
| 82 | 96 | 48 | 108 | 14 | 120 |
| 80 | 96 | 46 | 108 | 12 | 121 |
| 78 | 97 | 44 | 109 | 10 | 121 |
| 76 | 98 | 42 | 110 | 8 | 122 |
| 74 | 99 | 40 | 111 | 6 | 123 |
| 72 | 99 | 38 | 111 | 4 | 123 |
| 70 | 100 | 36 | 112 | 2 | 124.1 |
| 68 | 101 | 34 | 113 | 0 | 124.8 |

1.2 "Available Daily Injection Quantity"

(h) (continued)

NOTE: %MAC means the percent of the Shipper's MAC currently in CIG storage expressed as a whole number.

1.3 "Available Daily Withdrawal Quantity or ("ADWQ") shall mean the percentage of Maximum Daily Withdrawal Quantity available to Shipper on any Day and that Transporter may be required to withdraw from storage on a firm basis and is a function of Shipper's percent of Maximum Available Capacity ("MAC") in Storage on that Day as calculated using one of two possible formulas which are dependent upon Shipper's previous actual operating conditions.

- (a) The High Available Daily Withdrawal Quantity Formula shall only be available for four (4) consecutive Days in which the Withdrawal Rate is above the Standard Formula. Following such a four-Day period, the Standard Available Daily Withdrawal Quantity Formula shall be in effect.
- (b) Subsequent to the occurrence of the conditions outlined in (a) above, the High Available Daily Withdrawal Quantity Formula may only be reinstated following an uninterrupted period of injections at a quantity equivalent to at least fifty percent (50%) of the quantity withdrawn while utilizing the High formula. Additionally, Shipper must have the Transportation capacity necessary to Deliver the injected volumes and Transporter is not required to accept volumes for reinjection which exceed a rate of 100 MDth per day.
- (c) The High Available Daily Withdrawal Quantity is calculated using the High Available Daily Withdrawal Quantity Formula found in this Section 1.3 and the Standard Available Daily Withdrawal Quantity Formula is also found in Section 1.3. The High and Standard Available Daily Withdrawal Quantity curves are found in Part VI- Illustrations. The High and Standard Daily Withdrawal tables are shown in this Section 1.3.

1.3 "Available Daily Withdrawal Quantity or ("ADWQ") (continued)

THE STANDARD AVAILABLE DAILY WITHDRAWAL QUANTITY FORMULA

Following Conditions and Rules Apply to the Standard Deliverability Entitlement Curve

$$\frac{\%MAC = \text{Current Inventory}/MAC}{-----}$$

If the %MAC is > or = to 59.2%
then set the %MDWQ = to 100%

If the %MAC is < 59.2% and > 0%
then

$$\begin{aligned} \%MDWQ = & (28.8560872) + (\%MAC * 1.1126233) + \\ & (\%MAC^2 * 0.0141052) - (\%MAC^3 * 0.0002116) \end{aligned}$$

If the %MAC is = to 0%
then set the %MDWQ = to 0%

ADWQ Calculation

$$\begin{aligned} ADWQ = & (\%MDWQ/100) * MDWQ \\ & \text{Rounded to the nearest whole Dekatherm (an integer)} \end{aligned}$$

Notes:

- (1) In the context of this formula, the %MAC and %MDWQ values are taken as whole numbers, and not as decimal only numbers (i.e. if the value is 40% use 40.0 not .40, or if it is 36.1234% use 36.1234 not 0.361234).
- (2) The coefficients are entered with four decimal places. The table is calculated with four decimal places, and then rounded for display purposes.
- (3) All calculations are initially performed utilizing four decimal places. The final ADWQ however, is rounded to the nearest whole number.

1.3 "Available Daily Withdrawal Quantity or ("ADWQ") (continued)

STANDARD AVAILABLE DAILY WITHDRAWAL QUANTITY TABLE

Applies to the Standard Deliverability Entitlement Curve

| %MAC | %MDWQ | %MAC | %MDWQ | %MAC | %MDWQ |
|------|-------|------|-------|------|-------|
| 100 | 100.0 | 39 | 81.2 | 17 | 50.8 |
| 59.2 | 100.0 | 38 | 79.9 | 16 | 49.4 |
| 59 | 100.0 | 37 | 78.6 | 15 | 48.0 |
| 58 | 99.6 | 36 | 77.3 | 14 | 46.6 |
| 57 | 98.9 | 35 | 76.0 | 13 | 45.2 |
| 56 | 98.2 | 34 | 74.7 | 12 | 43.9 |
| 55 | 97.5 | 33 | 73.3 | 11 | 42.5 |
| 54 | 96.7 | 32 | 72.0 | 10 | 41.2 |
| 53 | 95.9 | 31 | 70.6 | 9 | 39.9 |
| 52 | 95.1 | 30 | 69.2 | 8 | 38.6 |
| 51 | 94.2 | 29 | 67.8 | 7 | 37.3 |
| 50 | 93.3 | 28 | 66.4 | 6 | 36.0 |
| 49 | 92.3 | 27 | 65.0 | 5 | 34.7 |
| 48 | 91.4 | 26 | 63.6 | 4 | 33.5 |
| 47 | 90.3 | 25 | 62.2 | 3 | 32.3 |
| 46 | 89.3 | 24 | 60.8 | 2 | 31.1 |
| 45 | 88.2 | 23 | 59.3 | 1 | 30.0 |
| 44 | 87.1 | 22 | 57.9 | 0 | - |
| 43 | 86.0 | 21 | 56.5 | | |
| 42 | 84.8 | 20 | 55.1 | | |
| 41 | 83.6 | 19 | 53.6 | | |
| 40 | 82.4 | 18 | 52.2 | | |

1.3 "Available Daily Withdrawal Quantity or ("ADWQ") (continued)

THE HIGH AVAILABLE DAILY WITHDRAWAL QUANTITY FORMULA

Following Conditions and Rules apply to the High Deliverability Entitlement Curve

$$\begin{aligned} \text{MDWQ} &= \text{MAC Divided by } 33.513 \\ \% \text{MAC} &= \text{Current Inventory/MAC} \end{aligned}$$

If the %MAC is > or = to 48.5%
then set the %MDWQ = to 100%

This formula only applies to the sloping portion of the curve.

If the %MAC is < 48.5% and > 0%
then

$$\begin{aligned} \% \text{MDWQ} &= (29.8632305) + (\% \text{MAC} * 0.9975802) + \\ &(\% \text{MAC}^2 * 0.0289027) - (\% \text{MAC}^3 * 0.0004053) \end{aligned}$$

If the %MAC is = to 0%
then set the %MDWQ = to 0%

ADWQ Calculation

$$\text{ADWQ} = (\% \text{MDWQ}/100) * \text{MDWQ}$$

Rounded to the nearest whole Dekatherm (an integer)

Notes:

- (1) In the context of this formula, the %MAC and %MDWQ values are taken as whole numbers, and not as decimal only numbers (i.e. if the value is 40% use 40.0 not .40, or if it is 36.1234% use 36.1234 not 0.361234).
- (2) The coefficients are entered with four decimal places. The table is calculated with four decimal places, and then rounded for display purposes.
- (3) All calculations are initially performed utilizing four decimal places. The final ADWQ, however, is rounded to the nearest whole number.

1.3 "Available Daily Withdrawal Quantity or ("ADWQ") (continued)

HIGH AVAILABLE DAILY WITHDRAWAL QUANTITY TABLE

| %MAC | %ADWQ | %MAC | %ADWQ | %MAC | %ADWQ |
|------|-------|------|-------|------|-------|
| ---- | ----- | ---- | ----- | ---- | ----- |
| 100 | 100.0 | 33 | 79.7 | 16 | 51.6 |
| 48.5 | 100.0 | 32 | 78.1 | 15 | 50.0 |
| 48 | 99.5 | 31 | 76.5 | 14 | 48.4 |
| 47 | 98.5 | 30 | 74.9 | 13 | 46.8 |
| 46 | 97.5 | 29 | 73.2 | 12 | 45.3 |
| 45 | 96.3 | 28 | 71.6 | 11 | 43.8 |
| 44 | 95.2 | 27 | 69.9 | 10 | 42.3 |
| 43 | 94.0 | 26 | 68.2 | 9 | 40.9 |
| 42 | 92.7 | 25 | 66.5 | 8 | 39.5 |
| 41 | 91.4 | 24 | 64.9 | 7 | 38.1 |
| 40 | 90.1 | 23 | 63.2 | 6 | 36.8 |
| 39 | 88.7 | 22 | 61.5 | 5 | 35.5 |
| 38 | 87.3 | 21 | 59.8 | 4 | 34.3 |
| 37 | 85.8 | 20 | 58.1 | 3 | 33.1 |
| 36 | 84.3 | 19 | 56.5 | 2 | 32.0 |
| 35 | 82.8 | 18 | 54.8 | 1 | 30.9 |
| 34 | 81.3 | 17 | 53.2 | 0 | - |

1.4 "Available Hourly Withdrawal Quantity" or "AHWQ" shall mean the maximum amount of Gas available to Shipper in any hour that Transporter may be required to withdraw from storage for Shipper's account. AHWQ shall equal 1/24th of Shipper's ADWQ.

1.5 Average Thermal Content of Gas in Storage ("ATC") shall be calculated by dividing the Dekatherms by the Volume, in Mcf, in Transporter's Storage Fields, excluding base Gas, at the point in time. The ATC shall be assumed to be 1,000 Btu per cubic foot for purposes of contract entitlement and rate design.

- (a) Transporter shall monitor storage injections and withdrawals and calculate the actual ATC of Gas in CIG Mainline Storage on September 30 of each year. If the actual ATC deviates from the currently effective ATC by more than plus or minus 20 Btu per cubic foot, the actual ATC shall become the new effective ATC and shall be posted on Transporter's electronic bulletin board and on Transporter's interactive web site under Informational Postings, by October 15 of each year, and a corresponding adjustment will be made, as applicable to Shipper's MDIQ, MDWQ and MAC entitlements. Transporter shall also adjust the related Transportation entitlement to Point(s) of Delivery under Rate Schedules NNT-1 and NNT-2 to the extent capacity is available. Transporter may make these annual adjustments for smaller changes in Btu per cubic foot values if in Transporter's judgment such change is required to avoid system disruption.

- 1.5 Average Thermal Content of Gas in Storage ("ATC") (continued)
- (b) Upon notice of a change to the Young Storage ATC of a deviation from the currently effective Young Storage ATC by more than plus or minus 20 Btu per cubic foot, the posted Young Storage ATC shall become the new effective High Plains ATC and shall be posted on Transporter's electronic bulletin board and a corresponding adjustment will be made, as applicable, to Shippers' YMDIQ, YMDWQ and YMAC entitlements. Transporter shall also adjust the related Transportation entitlement to Point(s) of Delivery under Rate Schedule TSB-Y to the extent capacity is available. Transporter may make annual adjustments for smaller changes in Btu per cubic foot values if corresponding changes are made by Young Storage.
 - (c) Average Thermal Content of Gas in Totem Storage ("Totem Storage ATC") shall be calculated by dividing the Dekatherms by the Volume, in Mcf, in Transporter's Totem Storage Fields, excluding base Gas, at the point in time. The Totem Storage ATC shall be assumed to be 1,000 Btu per cubic foot for purposes of contract entitlement and rate design. Transporter shall monitor storage injections and withdrawals and calculate the actual Totem Storage ATC of Gas in storage on October 31 of each year. If the actual Totem Storage ATC deviates from the currently effective Totem Storage ATC by more than plus or minus 20 Btu per cubic foot, the actual Totem Storage ATC shall become the new effective Totem Storage ATC and shall be posted on Transporter's electronic bulletin board and on Transporter's Web Site under Informational Postings, by November 15 of each year, and a corresponding adjustment will be made to Shipper's TMDIQ, TMDWQ and TMAC entitlements. Transporter may make these annual adjustments for smaller changes in Btu per cubic foot values if in Transporter's judgment such change is required to avoid system disruption.
 - (d) Any adjustment to ATC will be posted on Transporter's electronic bulletin board as a percentage increase or decrease in entitlements and each firm storage customer's adjusted entitlements will also be posted. The adjusted entitlements will take effect upon posting. If an adjustment pursuant to this Section 1.5 causes Shipper to be in an overrun situation, Shipper will have 30 Days before being subject to overrun charges. When an adjustment to storage contract entitlement is made pursuant to this Section 1.5, a corresponding adjustment to storage rates will also be made effective the first of the Month, the Month following the date such adjustment is posted on Transporter's electronic bulletin board.
- 1.6 "Begin Date" shall mean the Day specified by a Shipper on which a Gas transaction is to begin. Most Gas transactions are to be effective for a full Gas Day. However, Shippers may indicate a requested beginning time when submitting Intraday Nominations.
- 1.7 "Bidding Shipper(s)" is any Shipper who is prequalified pursuant to Section 9 of the General Terms and Conditions to bid for capacity or who is a party to a prearranged release.

- 1.8 The term "British thermal unit" or Btu shall mean the amount of heat required to raise the temperature of one pound of water one degree Fahrenheit at standard conditions, defined as a pressure of 14.73 pounds per square inch at a temperature of 60.0° F on a dry basis.
- 1.9 "Bumping" or "Bump" shall mean:
- (a) The reduction of a previously scheduled and confirmed interruptible transportation quantity to permit Transporter to schedule and confirm a firm Transportation Nomination which has a higher priority and which was submitted as an Intraday Nomination.
 - (b) In the event that a discount is granted that affects previously scheduled quantities, "Bumping" or "Bump" shall also mean the reduction of a firm Transportation quantity previously Scheduled and Confirmed to permit Transporter to schedule and confirm a firm Transportation Intraday Nomination which has a higher priority.
 - (c) In the event of an intraday recall of released capacity, "Bumping" or "Bump" shall also mean the reduction of the Replacement Shipper's previously Scheduled and confirmed firm transportation quantity.

Bumping that affects transactions on multiple Transportation Service Providers' systems should occur at grid-wide synchronization times only (NAESB Standard 1.3.39). Pursuant to NAESB Standard 1.2.12, absent an agreement to the contrary between Transporter, Shipper and any affected interconnected party, a Bump shall not result in a Scheduled Quantity that is less than the applicable elapsed pro-rated flow quantity.

- 1.10 "Business Day" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the United States, and similar holidays for transactions occurring in Canada and Mexico. (NAESB Standard 3.2.1)
- 1.11 "Cash Out Index Price" shall mean the price calculated as the average of the daily average index prices for NGPL Midcontinent and CIG as published in the Natural Gas Intelligence ("NGI") Daily Gas Price Index for each day of the production month (i.e., the total of (NGPL average plus CIG average divided by two) for each day of the month divided by the number of days in the Month). Should this publication become unavailable, Transporter shall base the Cash Out Index Price on information posted in a similar publication. The Cash Out Index Price shall be calculated and posted on Transporter's electronic bulletin board no later than 5:00 p.m. CCT on the fifth Business Day of the month following the production month.

- 1.11A "Cash Out System Index Price" shall mean the average weekly price of a five-week period consisting of the fifth week, which ends on the sixth Business Day of the month following the production month, and the prior four weeks, each ending on the same day of the week as the fifth week. The average weekly price is calculated as the average of the daily average index prices for Cheyenne Hub and NGPL Midcontinent as published on the Natural Gas Intelligence ("NGI") Daily Gas Price Index for that week. For quantities owed Shipper, the Cash Out System Index Price shall be the lowest average weekly price occurring within the five-week period. For quantities owed Transporter, the Cash Out System Index Price shall be the highest average weekly price occurring within the five-week period. Should this publication become unavailable, Transporter shall base the Cash Out System Index Price on information posted in a similar publication. The Cash Out System Index Price shall be calculated and posted on Transporter's electronic bulletin board no later than 5:00 CCT on the sixth Business Day of the month following the production month.
- 1.12 "Central Clock Time" or "CCT" shall mean Central Standard Time (CST) except for that period when daylight savings is in effect. During this period, CCT shall mean Central Daylight Time (CDT). Unless otherwise stated, all times in this Tariff are Central Clock Time.
- 1.13 "Central System Receipt Capacity" shall mean Shipper's receipt capacity, pursuant to Section 6.2 of the General Terms and Conditions, at Points located at or east of Transporter's Watkins Compressor Station and at or north of Shipper's Springfield Compressor Station to include facilities in the states of Colorado and Kansas.
- 1.13A "CIG Mainline Storage" and "CIG Storage" shall mean the storage pool consisting of the storage facilities known as Ft. Morgan, Latigo, Boehm and Flank. CIG Mainline Storage/CIG Storage does not include Young or Totem Storage.
- 1.14 "Confirmation" shall mean the verification of the Confirmed Quantity by the Confirming Parties. A Confirmation Response is a report provided via EDM which conforms to the requirements of the Data Dictionary standards as set forth in NAESB Standard 1.4.4. The Explicit Confirmation process requires that the Confirming Party respond to a Request for Confirmation or initiate an unsolicited Confirmation Response. Absent mutual agreement to the contrary, Explicit Confirmation is the default methodology. (NAESB Standard 1.3.40)
- (a) A "Confirmation Requester" is a Service Provider (including a point operator) which is seeking to confirm a quantity of Gas via the information outlined in NAESB Standard 1.4.3 with another Service Provider (the Confirming Party) with respect to a Nomination at a location. (NAESB Standard 1.2.8)
- (b) A "Confirming Party" is a Service Provider (including a point operator) which provides a Confirmation for a quantity of Gas via the information outlined in

NAESB Standard 1.4.4 to another Service Provider (the Confirmation Requester)
with respect to a Nomination at a location. (NAESB Standard 1.2.9)

- 1.14 "Confirmation" (continued)
- (c) The term "Confirming Parties" refers to the Confirmation Requester and the Confirming Party. (NAESB Standard 1.2.10)
 - (d) "Confirmation by Exception" ("CBE") means that the Confirming Parties agree that one Party deems that all requests at a location are Confirmed by the other Party (the CBE Party) without response communication from that Party. The CBE party can take exception to the request by so informing the other Party within a mutually agreed upon time frame. (NAESB Standard 1.2.11)
- 1.15 "Confirmed Quantity" shall mean the final result of the Confirmation process and is the quantity of Gas stated in MMBtu or Dth, which has been determined as authorized to flow on a specified Gas Day at a specified Point of Receipt or Delivery on behalf of a Shipper or Shippers. Transporter's Scheduled Quantity reports provided via EDM shall conform to the requirements of the Data Dictionary standards as set forth in NAESB Standard 1.4.5 and shall reflect Confirmed Quantities.
- 1.16 "Critical Notices" are defined, in conformance with NAESB Definition 5.2.1, as those notices which pertain to information of conditions on Transporter's system that affect scheduling or adversely affect scheduled Gas flow.
- 1.17 "Daily Nomination" or "Timely Nomination" shall mean a Nomination submitted by a Nominating Party in conformance with the Timely Nomination Schedule set forth in Section 6 of these General Terms and Conditions, one calendar day prior to the Begin Date of a Gas transaction.
- 1.18 Reserved
- 1.19 "Day" or "Gas Day" shall mean a period beginning at 9:00 a.m. Central Clock Time and ending at 9:00 a.m. Central Clock Time on the next calendar day.
- 1.20 "Dekatherm" or "Dth" shall mean the quantity of heat energy which is equivalent to 1,000,000 British Thermal Units (MMBtu). One Dekatherm of Gas shall mean the quantity of Gas which contains one Dekatherm of heat energy, and will be reported on a dry MMBtu (or Dth) basis. Dth is the standard quantity unit for Nominations, Confirmations and Scheduled Quantities in the United States. The standard conversion factor between Dth and Canadian Gigajoules (Gj) is 1.055056 Gjs per Dth. As used in this Tariff, related service agreements, statements and invoices, MMBtu and Dth are considered synonymous.
- 1.21 "Deliver" or "Delivered" shall mean the Tender of a quantity of natural Gas by Transporter to Shipper, or for a Shipper's account, or to a third party for Shipper's account under an agreement.

- 1.22 "Delivery Quantity" shall mean the quantity, expressed in Dth, of Gas Delivered by Transporter at the Point(s) of Delivery for the account of Shipper.
- 1.23 "Downstream Party" shall mean the entity (name or identifying number) receiving Gas at a designated location as identified by a Shipper's Nomination.
- 1.24 "Electronic Delivery Mechanism" or "EDM" shall mean the electronic communication methodology used to transmit and receive data related to Gas transactions. Transporter shall designate an electronic "site" at which Shippers and Transporter may exchange data electronically. All data provided at such site shall be considered as being Delivered to the appropriate Party. Transporter's use and implementation of EDM shall conform to all appropriate NAESB Standards.
- 1.25 "Electronic Transmission" or "Electronic Communication" shall mean the transmission of information via Transporter's electronic bulletin board, Transporter's standardized internet web site, and Electronic Data Interchange (EDI), including information exchanged via EDM. These terms exclude facsimile.
- 1.26 "End Date" shall mean the Day specified by a Shipper on which a Gas transaction is to end. Most transactions are to be effective for a full Gas Day. However, Shipper may indicate a requested end time when submitting Intraday Nominations.
- 1.27 "Essential Human Need" shall mean the natural Gas required to protect life and health. This includes residential uses, small commercial uses using natural Gas in amounts less than 50 Dth per day on a peak Day, hospitals, schools or similar institutions, and small uses vital to the public health.
- 1.28 "FERC" or "Commission" shall mean the Federal Energy Regulatory Commission and any other governmental body or bodies succeeding to, lawfully exercising, or superseding any powers of the Federal Energy Regulatory Commission.
- 1.29 "Flow Path Secondary" or "Flow Path Secondary Capacity" shall mean the scheduling priority or the capacity status assigned to the portion of a Transportation transaction that extends beyond the Shipper's Primary Receipt-to-Delivery Flow Path when at least some portion of the nominated Receipt-to-Delivery Flow Path passes through the Shipper's Primary Receipt-to-Delivery Flow Path in the same direction of the Shipper's Primary Capacity. Flow Path Secondary Capacity is limited by the capacity entitlement of the underlying transportation service agreement on the Primary Receipt-to-Delivery Flow Path Segment being used.
- 1.30 "Fuel Reimbursement" shall mean the compressor Fuel Gas and Lost, Unaccounted For and Other Fuel Gas as described in Section 13 of the General Terms and Conditions.
- 1.31 "Gas" shall mean combustible hydrocarbon Gas.

- 1.32 "Gas in Place" shall mean a quantity of Gas currently held in storage for the account of each Shipper.
- 1.33 "North American Energy Standards Board" or "NAESB" shall mean that accredited organization established to set standards for certain natural Gas industry business practices and procedures.
- 1.34 "NAESB or NAESB WGQ Standard or NAESB Standard" and "NAESB or NAESB WGQ Definition or NAESB Definition" shall mean the standardized business practices, procedures, criteria, and definitions of terms which have been adopted and published by the Wholesale Gas Quadrant of the North American Energy Standards Board and which have been adopted by reference by the FERC in compliance with 18 CFR, Section 284.12, as described in Section 32 of the General Terms and Conditions.
- 1.35 "Gross Heating Value" shall mean the number of Btus produced by the complete combustion, at a constant pressure, of the amount of Gas which would occupy a volume of 1 cubic foot at a temperature of 60 degrees Fahrenheit on a water-free basis and at a pressure of 14.73 p.s.i.a. with air of the same temperature and pressure as the Gas, when the products of combustion are cooled to the initial temperature of the Gas and air, and when the water formed by combustion has condensed to the liquid state.
- 1.35A "High Plains" or "High Plains System" shall mean that portion of Transporter's pipeline system certificated for service pursuant to Commission order in Docket No. CP07-207-000. High Plains extends from the Cheyenne Hub in Weld County, Colorado in a southeasterly direction with a western terminus at Transporter's Derby Lake Metering Station, a terminus at the Totem Storage field in Adams County, Colorado, and an eastern terminus at the Young Storage field in Morgan County, Colorado. The pipeline facilities include an interconnection with Public Service Company's ("PSCO") natural gas pipeline system at Tritown near Fort Lupton, as well as an interconnection with the PSCO system at Watkins and Beaver Creek and to the Calpine Blue Spruce and Calpine Rocky Mountain Energy Center (Hudson) power plants.
- 1.35B "High Plains Storage" shall mean the storage facilities acquired by Transporter pursuant to Commission orders in Docket Nos. CP07-207-000 and CP08-30-000 that includes Transporter's acquired capacity in Young Storage field in Morgan County, Colorado, and the Totem Storage Facilities in Adams County, Colorado.
- 1.36 "Hour" shall mean the 60-minute period beginning at the top of each hour of the Gas Day and ending at the top of the next hour (i.e. Hour 1 starts at 8:00 a.m. CCT and ends at 9:00 a.m. CCT).

- 1.37 "Hourly Entitlement Enhancement Nomination" or "HEEN" shall mean a request submitted for the Timely or Evening Nomination Cycles under Rate Schedule TF-1 or TF-4 by a Shipper for a prospective Transportation transaction from a Point of Receipt to a Qualified Point of Delivery. Further, the flow path for such Nomination must be forward haul through at least two of the Hourly Entitlement Enhancement Nomination Compressor Stations as listed on Transporter's Information Postings Web Site. An Hourly Entitlement Enhancement Nomination may be used to reserve capacity to support non-uniform Hourly Deliveries as specified in Shipper's Transportation Service Agreement ("TSA"). Hourly Entitlement Enhancement Nominations must meet all other criteria for a valid Nomination. However, the sum of all HEENs under an Agreement may not be in excess of the Shipper's MDQ. An Hourly Entitlement Enhancement Nomination may also be Delivered to an NNT Balancing Point. The Scheduled Quantities for an Hourly Entitlement Enhancement Nominations shall be distributed pro rata based on the Shipper's firm capacity entitlements under the TSA at the related Primary Points of Delivery.
- 1.38 "Injection Period" shall consist of the period commencing on May 1 of any year and continuing through October 31 of such year for CIG Mainline Storage, the period commencing on June 1 of any year and continuing through October 31 of such year for Young Storage and the period commencing on June 1 of any year and continuing through October 31 of such year for Totem Storage.
- 1.39 "Interconnecting Party" shall mean the Party or such Party's designee that is responsible for operations of a natural Gas system which interconnects with Transporter's pipeline-system and is responsible for verifying Nominations and scheduling Gas flow at such Points of interconnections. An Interconnecting Party is also a Confirming Party. Each Interconnecting Party is required to conform to the schedules set forth in Section 6 of these General Terms and Conditions of this Tariff, unless specifically exempted by Transporter.
- 1.39A Reserved.
- 1.40 "Intraday Nomination" shall mean a Nomination submitted by a Nominating Party after the Timely Nomination deadline set forth in Section 6 of these General Terms and Conditions. Intraday Nominations shall be accepted for the following cycles pursuant to the schedule set forth in Section 6 of these General Terms and Conditions:
- (a) Evening Cycle - the day prior to the Gas Day
 - (b) Intraday 1 Cycle - during the Gas Day
 - (c) Intraday 2 Cycle - during the Gas Day
 - (d) Intraday 3 Cycle – during the Gas Day

- 1.41 "Loan", "Loaned", "Lend" or "Lending" shall mean Transporter's advancement of quantities of Gas to Shipper at a Park and Loan Point pursuant to the terms of the applicable Rate Schedule and related agreement. For Rate Schedule PAL-HP, Loan, Loaned, Lend or Lending shall mean Transporter's advancement of quantities of Gas to Shipper at a Park and Loan Point on the High Plains System and pay back of such quantities at the same Park and Loan on the High Plains System pursuant to the terms of Rate Schedule PAL-HP and a Rate Schedule PAL-HP agreement.
- 1.42 "Maximum Available Capacity" or "MAC" shall mean the maximum quantity of Gas (expressed in Dth) that Transporter is required to accept under Rate Schedules FS-1, NNT-1, and NNT-2 for injection into storage during the Injection Period on Shipper's behalf.
- 1.43 "Maximum Daily Injection Quantity" ("MDIQ") shall mean the maximum quantity of Gas (expressed in Dth) per Day that Transporter shall be required to inject into storage on Shipper's behalf and shall be limited to Shipper's MAC times 0.009834.
- 1.44 "Maximum Daily Withdrawal Quantity" or "MDWQ" shall mean the maximum daily quantity of Gas (expressed in Dth) that Transporter shall be required to withdraw from storage on a firm basis on Shipper's behalf. Shipper's MDWQ shall equal 0.029839 times Shipper's MAC or approximately 33.513 of Shipper's MAC.
- 1.45 "Maximum Delivery Quantity" or "MDQ" shall mean the maximum quantity of Gas, expressed in Dth per Day, which Transporter shall be obligated to Deliver under a firm transportation service agreement.
- 1.46 "Maximum Hourly Delivery Quantity" or "MHDQ" shall mean the maximum quantity of Gas, expressed in Dth per hour, which Transporter shall be obligated to Deliver under a transportation service agreement. MHDQ shall equal 1/24th of Shipper's Scheduled Quantity not to exceed 1/24th of Shipper's MDQ.
- 1.47 "Mcf" shall mean 1,000 cubic feet of Gas at a pressure of 14.73 p.s.i.a. and at a temperature of 60 degrees Fahrenheit. Pressure base conversion factors shall be stated with at least six decimals. However, the reporting basis for Gas transactions is thermal. See definition of Dth in this Section.
- 1.48 "Minimal Plant Protection Uses" shall mean the natural Gas required to protect the plant when it is shut down.

- 1.49 "Month" shall mean the period of time beginning at 9:00 a.m. Central Clock Time on the 1st Day of a calendar month and ending at 9:00 a.m. Central Clock Time, on the 1st Day of the next succeeding calendar month.
- 1.50 "NNT Balancing Point" shall mean a pseudo location provided by Transporter which permits Rate Schedule NNT-1 and NNT-2 Shippers to Nominate Transportation Deliveries which will be allocated to either the NNT Point(s) of Delivery or to Shipper's storage account as necessary.
- 1.51 "Nomination" or "Nominate" shall mean a request by a Shipper for a prospective Transportation, storage or Pooling transaction under an executed service agreement and submitted to Transporter.
- "Valid Nomination" shall mean a data set which contains the mandatory data elements included in the NAESB Standards related to Nominations, which is consistent with the provisions of the Shipper's service agreement, and which has been Delivered to Transporter, or to Transporter via Electronic Communication or when agreed to by Transporter, by facsimile. Shipper Nominations sent by EDM shall conform to the requirements of the Data Dictionary standards set forth in NAESB Standard 1.4.1.
- 1.52 "Nominated Hourly Withdrawal Quantity" ("NHWQ") shall mean 1/24th of the Daily Withdrawal Nomination from Shipper's storage inventory under Rate Schedule FS-1. The MHDQ on the associated Rate Schedule TF-1 agreement shall be equivalent to the NHWQ at Qualified Delivery Points.
- 1.53 "Nominating Party" shall mean a Shipper or Shipper's Agent (for Rate Schedule TI-1 pursuant to Third-Party Operating Notices) authorized to submit Nominations to Transporter pursuant to Shipper's executed service agreements.
- 1.53A "North Raton Lateral" shall mean that portion of Transporter's pipeline system certificated for service pursuant to Commission order in Docket No. CP09-464-000. The North Raton Lateral extends from the Raton Basin in Las Animas County, Colorado to Transporter's Drennan Road facilities in El Paso County, Colorado.
- 1.54 "Northern System Receipt Capacity" shall mean Shipper's receipt capacity, pursuant to Section 6 of the General Terms and Conditions, at points located north of Transporter's Watkins Compressor Station to include facilities in the states of Colorado, Wyoming, Montana, and Utah.
- 1.55 "Operational Balancing Agreement" ("OBA") shall mean an agreement entered into between Transporter and a party owning an interconnecting system. The OBA is a contract between Transporter and an Interconnected Operator which specifies the procedures to manage operating variances at an interconnect (NAESB Definition 2.2.1). The form of agreement used by Transporter follows the format of the Model Operational Balancing Agreement developed by NAESB.

- 1.56 "Operator" shall mean, for purposes of this Tariff, a party that controls and is responsible for the operation of a physical natural Gas facility connected to a Point of Delivery on Transporter's transmission which is (1) not serviced by "No Notice" service or an Operational Balancing Agreement and (2) subject to variances from Scheduled Quantities which are primarily the result of market-driven changes in quantities Delivered.
- 1.57 "Overrun Capacity" shall mean capacity other than Primary Capacity, Flow Path Secondary and/or Secondary Capacity when Shipper Nominates for Transportation service in excess of Shipper's contractual entitlements.
- 1.58 "p.s.i.a." shall mean pounds per square inch absolute.
- 1.59 "p.s.i.g." shall mean pounds per square inch gauge.
- 1.60 "Package Identifier" or "Package ID" shall mean a Nomination data element which is provided at the service requestor's option to differentiate between discrete business transactions. (NAESB Standard 1.2.5) When used, Package ID should be: (a) supported for Nominating and scheduling; (b) mutually agreed between the applicable Parties for allocations and imbalance reporting; (c) supported for invoicing (sales and purchases); and (d) mutually agreed for Transport invoicing. (NAESB Standard 1.3.24) Use of the Package ID is at the discretion of the service requestor, and if sent, should be accepted and processed by Transporter. (NAESB Standard 1.3.25)
- 1.61 "Park", "Parked" or "Parking" shall mean acceptance by Transporter of quantities of Gas Tendered by Shipper at a Park and Loan Point for Delivery pursuant to the terms of the applicable Rate Schedule and a related agreement. For Rate Schedule PAL-HP, Park, Parked or Parking shall mean acceptance by Transporter of quantities of Gas Tendered by Shipper at a Park and Loan Point on the High Plains System for Delivery from the same Park and Loan Point on the High Plains System pursuant to the terms of Rate Schedule PAL-HP and a Rate Schedule PAL-HP agreement.
- 1.62 "Park and Loan Point" shall mean a Nomination point determined by Transporter at which quantities may be Parked or Loaned pursuant to a Rate Schedule PAL-1, PAL-HP or APAL-1 agreement. Park and Loan Point(s) shall be designated for use with Rate Schedule PAL-HP. The availability of such points will be posted on Transporter's electronic bulletin board under the Non-Critical Notices section. A single Automatic Park and Loan Point shall be designated for use with Rate Schedule APAL-1.
- 1.63 "Party" or "Parties" shall mean either Shipper and/or Transporter.
- 1.64 Reserved for future use.
- 1.65 "Point of Delivery" shall mean the physical or logical Point(s) (including Pools) where Transporter Tenders Gas to Shipper or Shipper's account.

- 1.66 "Point of Delivery Quantity" shall mean the maximum quantity of Gas, expressed in Dth per Day, which Transporter shall be obligated under a transportation service agreement to Deliver to Shipper, or for Shipper's account at a Point of Delivery.
- 1.67 "Point of Injection" shall mean that point where Transporter accepts and injects Gas into Transporter's CIG Storage Fields for the account of Shipper. "Young Point of Injection" shall mean that point where Transporter accepts and injects Gas into Transporter's Young Storage for the account of Shipper. "Totem Point of Injection" shall mean that point where Transporter accepts and injects Gas into Totem Storage for the account of Shipper.
- 1.68 "Point of Receipt" shall mean the physical or logical Point(s) (including Pools) where Transporter receives Gas for the account of Shipper for Transportation.
- 1.69 "Point of Receipt Quantity" shall mean the maximum quantity of Gas, expressed in Dth per Day, which Shipper is permitted under a transportation service agreement to Tender to Transporter at a Point of Receipt.
- 1.70 "Point of Withdrawal" shall mean that point where Transporter withdraws Gas from Transporter's CIG Storage Fields for the account of Shipper. "Young Point of Withdrawal" shall mean that point where Transporter withdraws Gas from Transporter's Young Storage for the account of Shipper. "Totem Point of Withdrawal" shall mean that point where Transporter withdraws Gas from Transporter's Totem Storage for the account of Shipper.
- 1.71 "Pool" shall mean a physical or logical Point determined by Transporter at which supplies may be aggregated and disaggregated. Pool(s) are not valid Point(s) of Receipt or Delivery for determination of Primary Point(s), capacity scheduling or for capacity release.
- 1.72 "Pooler" shall mean that Party holding an executed Pooling service agreement under this Tariff and on whose behalf Gas is being aggregated at a Pool. For purpose of Nominations, the term "Pooler" is synonymous with "Shipper".
- 1.73 "Pooling" shall mean the aggregation of multiple sources of supply to a single quantity and the disaggregation of such quantity to multiple markets or market contract(s). "Headstation Pooling" shall mean the aggregation of supplies from one or more physical or logical Point(s) of Receipt to a designated Pool and the disaggregation of such aggregated quantities to one or more transportation service agreement(s).

- 1.74 "Pooling Area" shall mean the area implied by the designation of various Segment(s) related to a specific Pool. Transporter's Pooling Area(s) and the Point(s) of Receipt and the related Headstation Pool Points shall be posted on Transporter's electronic bulletin board.
- 1.75 "Primary Capacity" shall mean the transmission system capacity on any portion of the Primary Receipt-to-Delivery Flow Path reserved for a Shipper under a firm transportation service agreement. On any pipeline Segment, Primary Capacity is limited by the Primary Point(s) of Receipt Quantity upstream of such Segment and the Primary Point(s) of Delivery Quantity downstream of such Segment, whichever is less.
- 1.76 "Primary Point(s)" shall mean those Point(s) of Receipt and Delivery specified in the firm transportation agreement as Point(s) and where Shipper is entitled to firm service.
- 1.77 "Products" shall mean liquid and liquefiable hydrocarbons, inerts (including, but not limited to, helium and nitrogen), sulfur, water, and any other component of Gas removed by processing or compression, or by means of drips or separators.
- 1.78 "Qualified Point(s)" shall mean a valid Point of Delivery for hourly Delivery services and must meet the following criteria:
- (a) A Qualified Point must be included among the Points listed in Section 30.1, 30.2 or 30.4 of the General Terms and Conditions.
 - (b) A Qualified Point may be located within or outside Shipper's Primary Receipt to Delivery Flow Path.
- 1.79 "Quick Response" shall mean the preliminary response record generated by Transporter and made available via EDM to the Nominating Party indicating the successful receipt of a Nomination and the fact that such Nomination is correct and able to be processed or is incorrect and rejected. Transporter's Quick Response shall conform to the requirements of the Data Dictionary standards as set forth in NAESB WGQ Standard 1.4.2.
- 1.80 "Rank" shall mean the relative value provided at the Nominating Party's option as a data element in a Nomination. Such value shall indicate the Nominating Party's requested scheduling priority among Nominations for the same period under the same contract. One (1) shall indicate the highest priority and nine hundred ninety-nine (999) the lowest.
- 1.80A "Rate Default" - For index-based capacity release transactions, Rate Default is the term used to describe the non-biddable rate specified in the capacity release offer to be used for invoicing purposes when the result of the index-based formula is unavailable or cannot be computed. If a Rate Default is not otherwise specified, the Rate Floor should serve as the Rate Default.

- 1.80B "Rate Floor" Rate Floor is the term used to describe the lowest rate specified in the capacity release offer in dollars and cents that is acceptable to the Releasing Shipper. The Rate Floor may not be less than Transporter's minimum reservation rate or zero cents when there is no stated minimum reservation rate.
- 1.81 "Receipt-to-Delivery Flow Path" shall mean the path of Gas through and from a Point of Receipt to and through a Point of Delivery. Additionally, "Primary Receipt-to-Delivery Flow Path" shall mean the path of Gas through and from a Primary Point of Receipt to and through a Primary Point of Delivery. The authorized direction of flow shall be from the Primary Point of Receipt to the Primary Point of Delivery.
- 1.82 "Receipt Quantities" shall mean all quantities expressed in Dth of Gas received by Transporter at the Point(s) of Receipt for the account of Shipper.
- 1.83 Reserved
- 1.84 "Releasing Shipper" is any Shipper who has a transportation service agreement under Rate Schedules TF-1, TF-HP, FS-T, FS-Y, TSB-Y, TSB-T, NNT-1, FS-1 or CS-1 who elects to release all or a portion of its firm capacity, subject to the capacity release program contained in Section 9 of the General Terms and Conditions.
- 1.85 "Render" shall mean postmarked, or electronically delivered via Electronic Communication.
- 1.86 "Replacement Capacity Agreement" is an agreement between Transporter and the Replacement Shipper setting forth the rate(s) and the terms and conditions of the service for using capacity rights acquired pursuant to Section 9 of these General Terms and Conditions.
- 1.87 "Replacement Shipper" is any Shipper who acquires capacity rights from a Releasing Shipper through Transporter's capacity release program as contained in Section 9 of the General Terms and Conditions.
- 1.88 "Request for Confirmation" shall mean the information provided via EDM which conforms to the Data Dictionary standards as set forth in NAESB Standard 1.4.3. A Request for Confirmation may be sent by any operator to an interconnected operator to initiate the communication of a Confirmation Response (see definition of Confirmation in this Section).

- 1.89 "Reservoir Integrity Inventory Limit" shall be the maximum amount of Gas in Place that Shipper shall be permitted to have in Transporter's Storage Fields at a particular time. See the Reservoir Integrity Inventory Limit in Section 6.
- Transporter may, on a nondiscriminatory basis, permit a Shipper to exceed the Reservoir Integrity Inventory Limit if, in Transporter's reasonable judgment, Transporter's reservoir integrity will not be adversely affected. Transporter shall evaluate its storage reservoir each year to determine if Shippers can maintain a higher level in storage the following year based on actual storage usage the previous year. Transporter shall post a variable Reservoir Integrity Inventory Limit on or before January 21 of each year on its electronic bulletin board and Shippers shall then be subject to this variable Reservoir Integrity Inventory Limit until January 21 of the following year.
- 1.90 "Reticulated System" shall mean Transporter's facilities located in Colorado, Kansas, Oklahoma and Texas which are connected to Transporter's Cheyenne Compressor Station from the south and east. The Reticulated System does not include the Cheyenne Compressor Station.
- 1.91 "Scheduled Imbalance Quantity" or "SIQ" shall mean the difference between Scheduled Receipt Quantities less Fuel Reimbursement, and Scheduled Delivery Quantities under a Shipper's transportation agreement after the final Nominations scheduling cycle (Intraday 3 Nomination Cycle) each Day.
- 1.92 "Scheduled Quantity" shall mean the quantity of Gas Transporter has determined it can Transport, based on a Shipper's Nomination, from a specific Point of Receipt to a specific Point of Delivery on a designated Gas Day subject to Transporter's available transportation system capacity. Such quantities shall be determined pursuant to the provisions of Section 6 of these General Terms and Conditions and are subject to a final Confirmation.
- 1.93 "Secondary Capacity" shall mean capacity other than Primary Capacity or Flow Path Secondary Capacity under a firm transportation service agreement utilized when Shipper Nominates at Secondary Points which lie outside of Shipper's Primary Receipt-to-Delivery Flow Path.
- 1.94 "Secondary Point(s)" shall mean those Point(s) of Receipt and Delivery which are not specified in the firm transportation service agreement as Primary Points and where Shipper is entitled to Nominate quantities for receipt or Delivery. Secondary Points which lie in the Primary Receipt-to-Delivery Flow Path are automatically awarded a scheduling status of Flow Path Secondary.

- 1.95 "Secondary Point of Delivery" shall mean a Point of Delivery, excluding Shipper's Primary Point(s) of Delivery, which is not specified in the firm transportation service agreement as Primary Point(s) of Delivery and where Shipper is entitled to Nominate Delivery quantities.
- 1.96 "Secondary Point of Receipt" shall mean a Point of Receipt, which is not specified in the firm transportation service agreement as Primary Point(s) of Receipt and where Shipper is entitled to Nominate Receipt Quantities.
- 1.97 "Segment" shall mean a discrete portion of Transporter's pipeline system between two specific locations. Transporter shall evaluate the operating capacity of the Segment against the capacity requested for Transportation Service(s) by Shippers. In the event the requested capacity exceeds the Segment operating capacity, Transporter will follow the procedures specified in Section 6 of the General Terms and Conditions to reduce Transportation requests to the Segment operating capacity. In the context of Segmentation, a Shipper's use of capacity on a Segment is limited to that Shipper's contractual entitlement across such Segment.
- 1.98 "Segmentation" shall refer to the ability of a Shipper holding a contract for firm transportation capacity to subdivide such capacity into Segments and to use those Segments for different capacity transactions. A Shipper may effect Segmentation by Nominating a number of discrete Transportation combinations (Points of Receipt to Points of Delivery) with at least some portion of each nominated Receipt-to-Delivery Flow Path being within the Primary Receipt-to-Delivery Flow Path. The Shipper's activity on any Segment shall have an entitlement equal to Primary Capacity on such Segment as defined by the Shipper's firm transportation service agreement.
- 1.99 "Segmentation Point(s)" shall mean any non-Primary Point of Receipt or Point of Delivery identified on a Segmentation transaction. All Segmentation Points which lie within the Shipper's Primary Receipt-to-Delivery Flow Path are automatically awarded a scheduling status of Flow Path Secondary for Nominated quantities up to such Shipper's Segment entitlement. Segmentation Points of Receipt and/or Delivery which lie outside of the Primary Receipt-to-Delivery Flow Path are considered Secondary for scheduling.
- 1.100 "Shipper" shall mean that Party on whose behalf Gas is being Transported or stored.
- 1.100A "Short Notice Delivery" shall mean Delivery of defined Hourly Delivery Quantities scheduled pursuant to a Two or Four Hour Notice as specified in Section 6.4 of the General Terms and Conditions, as limited by the maximum hourly diversion quantity posted on Transporter's electronic bulletin board for the Short Notice Diversion operational area associated with the Short Notice Point of Delivery.

- 1.100B "Short Notice Point of Delivery" shall mean a Delivery location specified by Transporter with agreement by Operator that meets the criteria for Short Notice Deliveries.
- (a) The Point of Delivery must be listed in Sections 30.2 and 30.4 of the General Terms and Conditions as being located within one of the four Short Notice Delivery operational areas.
 - (b) The Point of Delivery may receive hourly Deliveries of Gas as supported by the Short Notice Delivery Request Process specified in Section 6.4 of the General Terms and Conditions.
 - (c) The Short Notice Point of Delivery must be included as a Secondary Point of Delivery on Shipper's Rate Schedule NNT-1 agreement.
- 1.101 "Small Customer" shall mean a customer under Rate Schedule SG-1 of Transporter's Volume No. 1 FERC Gas Tariff on May 18, 1992.
- 1.102 "Southern System Receipt Capacity" shall mean Shipper's receipt capacity, pursuant to Section 6 of the General Terms and Conditions, south of Transporter's Springfield Compressor Station to include facilities in the states of Colorado, Kansas, Oklahoma, and Texas.
- 1.103 "Spot Index Price" shall mean the price calculated as the average of the index prices for NGPL Midcontinent and CIG published on the Natural Gas Intelligence ("NGI") Bidweek Survey. Should this publication become unavailable, Transporter shall base the Spot Index Price on index prices posted in a similar publication. The Spot Index Price shall be calculated not later than the 15th Business Day of the Month. Transporter shall post the Spot Index Price on Transporter's electronic bulletin board during the Month the Spot Index Price is effective.
- 1.104 "Standard Quantity" as used in Nominations, Confirmations and Scheduling shall mean Dekatherms per Gas Day in the United States, gigajoules per Gas Day in Canada and Mexico, and gigacalories per Gas Day in Mexico for transactions that occurred prior to the enactment of Mexico Resolution RES/267/2006 dated September 7, 2006. (For reference 1 dekatherm = 1,000,000 Btu's; 1 gigajoule = 1,000,000,000 joules; and 1 gigacalorie = 1,000,000,000 calories.) For commercial purposes, the standard conversion factor between Dekatherms and gigajoules is 1.055056 gigajoules per Dekatherm and between Dekatherms and gigacalories is 0.251996 gigacalories per Dekatherm. The standard Btu is the International Btu, which is also called the Btu(IT); the standard joule is the joule specified in the SI system of units. (NAESB Standard 1.3.14).

- 1.105 "Storage Fields" shall mean those Storage Fields utilized by Transporter to provide Storage Service, including service under Rate Schedules NNT-1 and NNT-2.
- 1.106 "Storage Period" shall mean the specific time periods during the year in which no-notice and firm storage Shippers have enhanced access to CIG Mainline Storage service. Such periods are:
- (a) "Storage Injection Period" shall mean the period May 15 to September 14.
 - (b) "Storage Shoulder Period" shall mean the period September 15 to October 31.
 - (c) "Storage Withdrawal Period" shall mean the period November 1 to May 14.
- "Storage Period" shall mean the specific time periods during the year in which High Plains and Firm Storage Shippers have access to Totem Storage Service. Such periods are:
- (a) "Storage Injection Period" shall mean the period June 1 to October 31.
 - (b) "Storage Withdrawal Period" shall mean the period November 1 to May 31.
- 1.107 "Storage Service" shall consist of the acceptance by Transporter of Gas Tendered by Shipper at the Point of Injection, the injection of such Gas for storage for Shipper's account, the inventorying of such Gas in Transporter's Storage Fields, and the withdrawal of such Gas for Shipper's account at the Point of Withdrawal.
- 1.108 "Storage Year" for CIG Mainline Storage is the term commencing on May 1 and ending on April 30 of the following year. "Storage Year" for Young Storage is the term commencing on June 1 and ending on May 31 of the following year. "Storage Year" for Totem Storage is the term commencing on June 1 and ending on May 31 of the following year.
- 1.109 "Tender" or "Tendered" shall mean making natural Gas available in accordance with all of the provisions of this Tariff and Shipper's transportation service agreement.
- 1.110 "Thermal Content" when applied to any volume of Gas shall mean the aggregate number of Btus contained in such volume. The Thermal Content shall be determined by multiplying the volume of Gas in cubic feet by the Gross Heating Value of the Gas.
- 1.110A "Totem" or "Totem Storage" shall mean Transporter's storage facilities located in Adams County, Colorado and certificated for storage service pursuant to Commission order in Docket No. CP08-30-000. Totem Storage will be placed in service in three phrases aligned with the deliverability and working inventory limits as specified in Docket No. CP08-30-000.

- 1.111 "Transportation" shall mean storage, exchange, backhaul, displacement, or other methods of transportation. All service performed under Agreement(s) subject to this Tariff shall be performed pursuant to 18 CFR 284.221 authority, unless Shipper elects service to be performed pursuant to 18 CFR 284.101 (Section 311) authority. In that event, Transporter shall only accept, and Shipper shall only make, Nominations for service to be performed pursuant to 18 CFR 284.101 (Section 311) in accordance with the regulations governing the provisions of such service, and after Transporter has received an "on behalf of" letter acceptable to Transporter.
- 1.112 "Transportation Service" shall consist of the acceptance by Transporter of Gas Tendered by Shipper to Transporter at the Point(s) of Receipt, the Transportation of that Gas for Delivery, either directly or by displacement and the Tender for Delivery of Gas to Shipper, or for Shipper's account, at the Point(s) of Delivery.
- 1.113 "Transporter" or "Transportation Service Provider" shall mean Colorado Interstate Gas Company, L.L.C.
- 1.113A "TSB-T Balancing Point" shall mean a pseudo location provided by Transporter which permits Rate Schedule TSB-T Shippers to Nominate Transportation Deliveries which will be allocated to either the TSB-T Point(s) of Delivery or to Shipper's Rate Schedule TSB-T Storage account as applicable.
- 1.113B "TSB-Y Balancing Point" shall mean a pseudo location provided by Transporter which permits Rate Schedule TSB-Y Shippers to Nominate Transportation Deliveries which will be allocated to either the TSB-Y Point(s) of Delivery or to Shipper's Rate Schedule TSB-Y Storage account as applicable.
- 1.114 "Unauthorized Overrun" shall refer to the Transportation of quantities in excess of Shipper's hourly or daily entitlements under a transportation service agreement that have not been authorized by Transporter.
- 1.115 Reserved.
- 1.116 "Upstream Party" shall mean the entity (name or identifying number) Delivering Gas to Transporter at a designated location as identified by a Shipper's Nomination.

- 1.117 "Valley Line" shall mean that portion of Transporter's system, including all lateral lines and Delivery Points, on the pipeline beginning at Transporter's Watkins Compressor Station located in Section 31, Township 3 South, Range 65 West, in Adams County, Colorado, and then proceeding southward through Colorado Springs, Colorado, and Pueblo, Colorado, to the location on Transporter's system known as Campo Junction which is located in Section 11, Township 33 South, Range 45 West, in Baca County, Colorado. The laterals extending west from Watkins Compressor Station and the Delivery Points served from such laterals are included in the Valley Line. Not included in the Valley Line definition are the portions of Transporter's system authorized by the Commission at Docket No. CP01-45-000, et al. and referred to as the Front Range Line which extends from a point in Weld County, Colorado south to a point in El Paso, County, Colorado (Transporter Line Number 212A) and the portion of Transporter's system authorized in Docket No. CP09-464-000 known as the North Raton Lateral.
- 1.118 "Withdrawal Period" refers to the period commencing on October 1 of each year and ending on April 30 of the next year for CIG Mainline Storage; the period commencing on November 1 of each year and ending on May 31 of the next succeeding year for Young Storage; and the period commencing on November 1 of each year and ending on May 31 of the next succeeding year for Totem Storage.
- 1.119 "Withdrawal Quantity" is that quantity of Gas Delivered from storage by Transporter for Shipper's account.
- 1.120 "Wyoming System" shall mean Transporter's facilities in Colorado, Wyoming and Utah which are connected to Transporter's Cheyenne Compressor Station from the west. The Cheyenne Compressor Station is included in the Wyoming System.
- 1.121 "Young" or "Young Storage" shall mean the capacity acquired by Transporter at the storage facilities located in Morgan County, Colorado and operated by Young Gas Storage Company, Ltd.

2. MEASUREMENT

- 2.1 Unit of Measurement and Metering Base. The Volumetric measurement based shall be 1 cubic foot of gas at a pressure base of 14.73 pounds per square inch absolute, at a temperature base of 60 degrees Fahrenheit, and without adjustment for water vapor.
- 2.2 The cutoff for closing measurement is five Business Days after the business Month (NAESB WGQ Standard 2.3.7). Measurement data that is missing or late at the cutoff is to be estimated pursuant to NAESB WGQ Standard 2.3.13. For treatment of measurement prior period adjustments, treat the adjustment by taking it back to the production Month. A meter adjustment becomes a prior period adjustment after the fifth Business Day following the business Month (NAESB WGQ Standard 2.3.11). For reporting measurement prior period adjustments, report it with the restated line item with the new total quantity for the Day and Month (NAESB WGQ Standard 2.3.12).

Measurement data corrections shall be performed pursuant to NAESB WGQ Standard 2.3.14. Measurement data corrections should be processed within 6 Months of the production Month with a 3-Month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. Mutual agreement between Parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods (NAESB WGQ Standard 2.3.14). This 3-Month rebuttal period shall begin with the interested party issuing a written notification that a measurement dispute exists. These disputes will apply to measurement errors that involve quantities for which Transporter has direct custody transfer responsibilities, as well as volumes measured by other companies that have been audited by Transporter.

- 2.3 Measurement data available upstream of aggregated points should be sent to the allocating party and used to allocate the aggregated volume back to the upstream points (NAESB WGQ Standard 2.3.8).
- 2.4 Transporter's measurement information provided via electronic delivery mechanism (EDM) shall conform to the requirements of the Data Dictionary standards as set forth in NAESB WGQ Standards 2.4.4 and 2.4.5.
- 2.5 Measurement Specifications. The quantities of Gas measured hereunder shall be computed in accordance with industry standard specifications. Factors required in the computations shall be determined from the following information:
- (a) Atmospheric Pressure. For the purpose of measurement, calculation and meter calibration, the average absolute atmospheric (barometric) pressure shall be based on the actual altitude of each point of measurement irrespective of variations in natural atmospheric pressure from time to time.

2.5 Measurement Specifications (continued)

- (b) Temperature. The temperature of the Gas shall be determined at the points of measurement by means of a properly installed temperature transmitter of standard manufacture determined by Transporter in exercise of its reasonable judgment to be installed in accordance with the recommendations contained in API 14.3 and 21.1 First Edition (Orifice Metering of Natural Gas). In the event electronic computer measurement is used, average daily temperature will be computed as a running average of data determined during each computer scan.
- (c) Determination of Heating Value and Specific Gravity. The gross Heating Value and specific gravity of the Gas may be determined by Gas chromatographic analysis or any other method mutually agreed upon. This shall be done by either a Gas sample or by an on-line Gas chromatograph. In the event a spot or continuous Gas sampling device is used, intervals mutually agreed upon should not be less than every Month. The determination of gross Heating Value and specific gravity from chromatograph shall input continuously into the computer for quantity calculations. In the event a spot or continuous Gas sampler is utilized, then the gross Heating Value and specific gravity shall be determined in the laboratory by chromatograph and will be used from the date of the analysis is downloaded into the flow computer until the date the next sample is analyzed and downloaded to the flow computer. All gross Heating Value and specific gravity determinations made with a chromatograph shall use physical Gas constants for Gas compounds, as outlined in AGA 5 with any subsequent amendments or revisions to which the parties may mutually agree.
- (d) Compressibility. The measurement hereunder shall be corrected for deviation from Boyle's law in accordance with AGA Report No. 8, as amended from time to time.

- 2.6 Measurement Equipment. Unless otherwise agreed between Transporter and Operator/Interconnecting Party, Transporter will install, maintain, operate or cause to be installed, maintained and operated, measuring stations equipped with flow meters and other necessary metering and measuring equipment by which the volumes of Gas received and delivered hereunder shall be determined. Subject to the terms of the interconnect agreement at Transporter's sole election, Shipper may install check-measuring equipment at its own cost and expense, provided such equipment shall be so installed as not to interfere with the operations of Transporter. The measurement equipment of Shipper shall be for check purposes only and, except as expressly provided in the applicable agreement, shall not be used in the measurement of Gas for purposes of the interconnect agreement. The reading, calibrating, and adjusting of electronic computer components and/or mechanical recording instruments thereof shall be done only by the equipment owner or such owner's representative, unless otherwise agreed upon. Both Transporter and Shipper shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment; provided, however, failure of either Transporter or Shipper to

2.6 Measurement Equipment (continued)

witness such an operation shall not affect the validity of such operation in any way. The records from such measuring equipment shall remain the property of their owner, but upon request, each will submit within 10 Days to the other its records, together with calculations there from, for inspection, subject to return within 30 Days after receipt thereof.

Types of measurement equipment may include the following:

- (a) Orifice Meters. Orifice meters shall be installed and Gas volumes computed in accordance with the standards prescribed in AGA Report No. 3 "Orifice Metering of Natural Gas."
- (b) Ultrasonic Meters. Ultrasonic meters shall be installed and Gas volumes computed in accordance with the standards prescribed in AGA Report No. 9 "Measurement of Gas by Multipath Ultrasonic Meters."
- (c) Positive Displacement Meters. Positive displacement meters shall be installed and Gas volumes computed in accordance with generally accepted industry practices.
- (d) Turbine Meters. Turbine meters shall be installed and Gas volumes computed in accordance with the standards prescribed in AGA Report No. 7 "Measurement of Natural Gas by Turbine Meter".
- (e) Electronic Flow Computers. Electronic flow computers shall be used for direct computation of Gas flows for custody transfer in accordance with the standards prescribed in API 21.1.
- (f) New Measurement Techniques. If, at any time, a new method or technique is developed with respect to Gas measurement or the determination of the factors used in such Gas measurement, such new method or technique may be substituted by Transporter in exercise of its reasonable judgment provided that the new method or technique reflects generally accepted industry practices. Transporter shall promptly inform all Shippers of any new technique adopted.

- 2.7 Calibration and Test of Meters. The accuracy of all measuring equipment shall be verified by Transporter at reasonable intervals, and if requested, in the presence of representatives of Shipper, but neither Shipper nor Transporter shall be required to verify the accuracy of such equipment more frequently than once in any 30-Day period. If either party at any time desires a special test of any measuring equipment, it will promptly notify the other, and the parties shall then cooperate to secure a prompt verification of the accuracy of such equipment.

- 2.8 Correction of Metering Errors. If, upon test, the measuring equipment is found to be in error by not more than one percent (1%), previous recordings of such equipment shall be considered accurate in computing deliveries, but such equipment shall be adjusted at once to record accurately. If, upon test, the measuring equipment shall be found to be inaccurate by an amount exceeding one percent (1%), at a recording corresponding to the average Hourly rate of flow for the period since the last preceding test, then any previous recordings of such equipment shall be corrected to zero error for any period that is known definitely or agreed upon between Transporter and Shipper/Operator. In case the period is not known or agreed upon by Transporter and Shipper/Operator, such correction shall be for a period equal to one-half of the time elapsed since the date of the last test.
- 2.9 Failure of Measurement Equipment. In the event any measuring equipment is out of service or is found registering inaccurately and the error is not determinable by test or by previous recordings, receipts or deliveries through such equipment shall be estimated and agreed to by the parties upon the first of the following methods which is feasible:
- (a) By correcting the error if the percentage of error is ascertainable by calibration, special test, or mathematical calculation.
 - (b) By using the registration of any check meter or meters, if installed and accurately registering.
 - (c) By estimating the quantity of receipt or delivery based on receipts or deliveries during preceding periods under similar conditions when the measuring equipment was registering accurately.
- 2.10 Preservation of Records. Shipper and Transporter shall preserve for a period of at least 3 years, or for such longer period as may be required by appropriate authority, all test data and other similar records.

3. QUALITY

- 3.1 Specifications. Unless otherwise agreed pursuant to Sections 3.2 and 3.3 below, Shipper warrants that Gas Tendered hereunder at each Point of Receipt and Point of Delivery will comply with the following quality specifications:
- (a) At a pressure of 14.73 p.s.i.a. and a temperature of 60 degrees Fahrenheit, such Gas shall not contain more than:
 - (i) .25 grain of hydrogen sulphide per 100 cubic feet,
 - (ii) 5 grains of total sulphur per 100 cubic feet,
 - (iii) 10 parts per million (0.001 percent) by volume of oxygen; however, this oxygen quality specification shall not apply at Point(s) of Delivery on the Valley Line and its supporting blending operations (see Section 3.5 below for oxygen specifications applicable to the Valley Line and its supporting blending operations,)
 - (iv) 3.0 percent by volume of carbon dioxide,
 - (v) 7 pounds of water vapor per million cubic feet at Point(s) of Receipt and Point(s) of Delivery within the states of Kansas, Oklahoma, and Texas and 5 pounds of water vapor per million cubic feet in all other states.
 - (b) Shipper warrants that all Gas Tendered will be commercial in quality and shall be free from any foreign material such as solids, lubricating oils, sand, dirt, dust, gums, crude oil, water or hydrocarbons in the liquid phase, metal particles, and other objectionable substances, including, but not limited to, polychlorinated biphenyls, which may be injurious to pipelines, people, property, or the environment which may interfere with its Transportation or makes the Gas unmarketable or unacceptable for Delivery from Transporter's transmission system.
 - (c) Shipper warrants that all Gas Tendered will have a Gross Heating Value of not more than 1,235 Btu's nor less than 968 Btu's per cubic foot at a pressure of 14.73 p.s.i.a. and a temperature of 60 degrees Fahrenheit.
 - (d) Shipper warrants that the temperature of the Gas Tendered will not exceed 120 degrees Fahrenheit; provided, however, if Transporter is required to dehydrate the Gas at the Point(s) of Receipt, then the temperature of such Gas shall not exceed 90 degrees Fahrenheit.

3.1 Specifications (continued)

- (e) Shipper warrants that the hydrocarbon dew point of all Gas Tendered will not exceed a temperature of 25 degrees Fahrenheit at any pressure between 100 p.s.i.a. and 1,480 p.s.i.a. as calculated from the Gas composition.

Notwithstanding Sections 3.1 through 3.3, Transporter shall not be required to receive Gas at any Point of Receipt which is of a quality inferior to that required by Shipper or a third Party at any Point of Delivery under the Agreement. Transporter shall not be liable to Shipper or any third Party for any damages incurred as a result of Transporter's refusal to receive Gas as a result of this provision.

3.2 Specification Exemptions. Transporter, in its reasonable discretion and judgment, may accept Gas that does not conform to the quality specifications in Section 3.1 but meets the conditions set forth below, provided Transporter determines that such acceptance will not interfere with Transporter's ability to: (1) maintain prudent and safe operation of Transporter's pipeline system and storage facilities, (2) ensure that such Gas does not adversely affect Transporter's ability to provide service to others, and (3) ensure that such Gas does not adversely affect Transporter's ability to Tender Gas for Delivery to a downstream pipeline or end-user.

- (a) Transporter may accept Gas with no more than 2000 parts per million (.200 percent) by volume of oxygen at a pressure of 14.73 p.s.i.a. and a temperature of 60 degrees Fahrenheit at any Point(s) of Receipt.
- (b) Transporter may accept Gas with a hydrocarbon dew point in excess of 25 degrees Fahrenheit at any pressure between 100 p.s.i.a. and 1,480 p.s.i.a. as calculated from the Gas composition; provided that the Gas is subsequently processed at the BP Wattenberg, Regency Lakin, Mocane, CIG Rawlins, Williams Field Service Echo Springs or DCP Roggen plants. However, the Gas must meet the Section 3.1(e) specification after processing at these plants and upon reintroduction into CIG's mainline facilities.
- (c) Transporter may accept Gas with a water vapor content in excess of 7 pounds per million cubic feet; provided that the Gas is subsequently processed within the Regency Lakin and Mocane plant. However, the Gas must meet the Section 3.1(a)(v) specification after processing at this plant and before reintroduction into CIG's mainline facilities.
- (d) Transporter may accept Gas with a hydrocarbon dew point in excess of 25 degrees Fahrenheit at any pressure between 100 p.s.i.a. and 1,480 p.s.i.a. as calculated from the Gas composition at the East Dry Creek, Cavalry, Bent-Wagon Trail and Fluke Meter Stations for quantities not to exceed 1,000 Dth/d at each location and at the Kiowa Meter Station for quantities not to exceed 4,000 Dth/d.

3.2 Specification Exemptions (continued)

- (e) Transporter may accept Gas with a Gross Heating Value in excess of 1,235 Btus per cubic foot at a pressure of 14.73 p.s.i.a. and a temperature of 60 degrees Fahrenheit; provided that the Gas is subsequently processed at the BP Wattenberg, Regency Lakin, Mocane, CIG Rawlins, or DCP Roggen plants. However, the Gas must meet the Section 3.1(c) specification after processing at these plants and upon reintroduction into CIG's mainline facilities.
- (f) Transporter may accept Gas with a Gross Heating Value in excess of 1,235 Btus per cubic foot at a pressure of 14.73 p.s.i.a. and a temperature of 60 degrees Fahrenheit at the East Dry Creek, Cavalry, Bent-Wagon Trail and Fluke Meter Stations for quantities not to exceed 1,000 Dth/d at each location and at the Kiowa Meter Station for quantities not to exceed 4,000 Dth/d.
- (g) Transporter may accept Gas with a water vapor of no more than 7 pounds per million cubic feet into the Enterprise Lateral (running from the Enterprise gathering facilities to the BP Wattenberg Plant), provided the Gas is subsequently processed at the BP Wattenberg Plant and meets the Section 3.1 (a) (v) specification after processing and upon reintroduction into CIG's facilities.
- (h) Transporter may accept Gas with a Gross Heating Value of not less than 950 Btus per cubic foot at a pressure of 14.73 p.s.i.a. and a temperature of 60 degrees Fahrenheit into the Powder River Lateral, provided the Gas is Delivered to a Powder River Lateral location or Transporter is able to blend the gas to meet downstream gas quality delivery requirements at non-Powder River Lateral delivery points.
- (i) In addition, Transporter may accept any Gas that does not meet the specifications set forth in Section 3.1 on a short term basis for operational reasons which may include plant start-ups, plant upsets, or line freeze-offs.
- (j) Gas Tendered to Transporter south of the Keyes Station shall not contain more than 500 parts per million (0.05 percent) by volume of oxygen at a pressure of 14.73 p.s.i.a. and a temperature of 60 degrees Fahrenheit. However, Transporter may accept Gas Tendered that contains no more than 2000 parts per million (.200 percent) by volume of oxygen at such Point(s) of Receipt if Transporter, in its reasonable discretion and judgment, determines that such acceptance will not interfere with Transporter's obligations to: (1) maintain prudent and safe operation of Transporter's pipeline system and storage facilities, (2) ensure that such Gas does not adversely affect Transporter's ability to provide service to others, and (3) ensure that such Gas does not adversely affect Transporter's ability to Tender Gas for Delivery to a downstream pipeline or end-user.

3.2 Specification Exemptions (continued)

- (k) Gas Tendered on the 8-inch transmission line between Keyes Station and Campo (Transporter's line designation 3C) and the 16-inch transmission line between Sturgis Station and Keyes Station (Transporter's line designation 40A) shall have a Gross Heating Value of no lower than 400 Btu's per standard cubic foot. However, Transporter may accept Gas Tendered with a Gross Heating Value lower than 400 Btu's per standard cubic foot if Transporter, in its reasonable discretion and judgment, determines that such acceptance will not interfere with Transporter's obligations to: (1) maintain prudent and safe operation of Transporter's pipeline system and storage facilities, (2) ensure that such Gas does not adversely affect Transporter's ability to provide service to others, and (3) ensure that such Gas does not adversely affect Transporter's ability to Tender Gas for Delivery to a downstream pipeline or end-user.
- (l) Transporter may accept up to 45,000 Mcf per day of Gas with a hydrocarbon dew point in excess of 25 degrees Fahrenheit on Transporter's Segments 134, 136 and 138 as shown on Transporter's electronic bulletin board, provided there is an adequate supply of flowing Gas with a hydrocarbon dew point less than 25 degrees Fahrenheit available for commingling such that Transporter, in its reasonable discretion and judgment, determines that the commingled Gas stream will not interfere with Transporter's obligations to: (1) maintain prudent and safe operation of Transporter's pipeline system and storage facilities, (2) ensure that such Gas does not adversely affect Transporter's ability to provide service to others, and (3) ensure that such Gas does not adversely affect Transporter's ability to Tender Gas for Delivery to a downstream pipeline or end-user.

- 3.3 Waiver of Quality Specifications. Transporter, in its reasonable discretion and judgment, may waive one or more of its gas quality specifications at any Point of Receipt to accept gas that does not conform to the quality specifications set forth in Sections 3.1 and 3.2, if Transporter determines that such acceptance will not interfere with Transporter's ability to: (1) maintain prudent and safe operation of Transporter's pipeline system and storage facilities, (2) ensure that such Gas does not adversely affect Transporter's ability to provide service to others, and (3) ensure that such Gas does not adversely affect Transporter's ability to Tender Gas for Delivery to a downstream pipeline or end-user.

- 3.4 Failure to Meet Specifications. In the event that Gas Tendered hereunder fails to meet the specifications in Section 3.1 and Transporter has not agreed to accept gas pursuant to Sections 3.2 or 3.3, the measuring Party shall notify the other Party of such failure. Transporter may refuse to accept such Gas. The Party Tendering such Gas hereunder shall indemnify the receiving Party for any injury, damage, loss, or liability caused by such Gas, except to the extent Transporter knowingly and willingly accepts such Gas.

- 3.5 Specification of Gas Delivered or Received on the Valley Line, the Derby Lake Point of Delivery, the 24B and 9B pipelines, and/or through the Supporting Air Blending Operations.
- (a) Transporter shall operate, maintain, and repair its existing, certificated air blending facilities in a manner consistent with good business practices, and standards of reliability and performance generally followed by FERC jurisdictional natural gas pipeline operators, to ensure that all Gas Delivered by Transporter, during normal operating conditions, from the Valley Line, the Derby Lake Point of Delivery, the 24B pipeline and the 9B pipeline has a Wobbe number in the range of 1,195 to 1,285.
 - (b) If during atypical operating conditions (such as severe cold weather) Transporter is unable to maintain Wobbe numbers within a range of 1,195 to 1,285, then Transporter may temporarily extend the Wobbe range for the Valley Line, the Derby Lake Point of Delivery, Point(s) of Delivery on the 24B pipeline and the 9B pipeline up to 1,320. If the Wobbe numbers for the Valley Line, the Derby Lake Point of Delivery and Point(s) of Delivery on the 24B pipeline and the 9B pipeline reach 1,320 and Transporter is unable to maintain Wobbe numbers at 1,320, then Transporter shall allocate air deliveries such that the Wobbe number for the Valley Line is maintained at 1,320 while Transporter may extend the Wobbe range for the Derby Lake Point of Delivery, Point(s) of Delivery on the 24B pipeline and the 9B pipeline up to 1,352.
 - (c) During any period in which Wobbe numbers exceed 1,285, Transporter shall utilize the full capability of its existing, certificated air blending facilities to return the Wobbe to a range of 1,195 to 1,285 as soon as reasonably practicable. If Transporter anticipates that atypical operating conditions (such as severe cold weather) may necessitate Wobbe numbers exceeding 1,285, then Transporter shall provide prompt notice to Shippers and Operators via a posting on Transporter's EBB; and if Transporter actually experiences Wobbe numbers exceeding 1,285, then Transporter shall provide prompt notice to Shippers and Operators via email or other electronic means.
 - (d) Upon the mitigation of atypical operating conditions (such as severe cold weather), Transporter shall first, if applicable, reduce the Wobbe number for the Derby Lake Point of Delivery the 24B pipeline and 9B pipeline to 1,320, and then reduce the Wobbe numbers on the Valley Line, the Derby Lake Point of Delivery, the 9B pipeline and the 24B pipeline to a range of 1,195 to 1,285.
 - (e) Transporter may refuse to accept gas on the Valley Line, the 24B pipeline and the 9B pipeline having a Wobbe number outside the acceptable range of 1,195 to 1,285 in order to meet Transporter's obligations under this Section 3.5.

- 3.6 Specification of Gas Delivered Requiring Wobbe numbers All Gas Delivered by Transporter to the following delivery points shall be at a Wobbe number within the acceptable range of 1,240 and 1,398: Carpenter Burns, Cheyenne, Pine Bluffs, Terry, Green Valley, First Creek, Second Creek, Ft. Lupton, Greeley Group and Brush Group Delivery Points.
- 3.7 Quality Tests. The Party operating the measuring equipment, using approved standard methods in general use in the Gas industry, shall cause adequate tests to be made to determine the quality of the Gas Tendered hereunder. Such tests shall be made at intervals frequently enough to ensure that the Gas conforms to the specifications hereof.

4. REQUESTS FOR SERVICE

4.1 Requests for Service.

- (a) Capacity Requests. A Shipper or Operator wishing to obtain service must first satisfy the creditworthiness requirements of this Tariff. A request for service (including requests for changes to Points of Receipt and/or Delivery and requests for Segmentation) shall be deemed valid and complete upon the following information being accurately and properly entered into Transporter's interactive website. A Shipper or Operator may either enter the information directly into Transporter's interactive website or furnish the information to Transporter and request that Transporter enter the information into Transporter's interactive website on behalf of the Shipper or Operator, in which case, the entry of such information shall be deemed to be the act of the Shipper or Operator. If the Shipper or Operator requests that Transporter enter the information into Transporter's interactive website on Shipper's or Operator's behalf, then Shipper's or Operator's request for service shall not be deemed valid and complete until such time as the information is actually entered into Transporter's interactive website.
- (i) The full legal name, business address and phone number, and state of incorporation of the Shipper requesting service and all contact information, including the name of the person(s) who should be contacted.
 - (ii) A designation of whether Shipper is a local distribution company, intrastate pipeline company, interstate pipeline company, producer, end-user or marketer.
 - (iii) The extent of Shipper's affiliation with Transporter.
 - (iv) Shipper's Dun and Bradstreet (DUNS) number.
 - (v) Type of service: Applicable Rate Schedule.
 - (vi) The initial term of the service, including beginning and ending dates.
 - (vii) The Maximum Delivery Quantity under the contract.
 - (viii) Receipt and delivery points requested.
 - (ix) Daily quantity at each receipt point(s) ____ Dth/Day.
Daily quantity at each delivery point(s) ____Dth/Day.

The total receipt point capacity must equal the total delivery point capacity.

4.1 Requests for Service. (continued)

- (b) If Section 311, 18 C.F.R. Part 284, Subpart B Transportation Service is requested, the Shipper must provide the following information to Transporter:
 - (i) A declaration explaining how the requested service qualifies as Section 311 service;
 - (ii) The name of the local distribution company or intrastate pipeline company on whose behalf the Gas will be transported; and
 - (iii) Certification from a local distribution company or an intrastate pipeline that the service is being provided on its behalf prior to commencing Transportation Service.
- (c) Transporter shall endeavor to provide service within the time specified in the request limited as follows:
 - (i) New Service Requests. Transporter may grant requests for firm service on a not unduly discriminatory basis within the following time periods and subject to the below listed conditions:
 - (A) For service with a term of one year or longer, the service must be requested to begin no later than three months from the date the request is granted;
 - (B) For service with a term greater than three months but less than one year, the service must be requested to begin no later than one month from the date the request is granted;
 - (C) For service with a term of three months or less, the service must be requested to begin no later than ten business Days from the date the request is granted.
 - (ii) Transporter may grant, on a not unduly discriminatory basis, requests for firm service outside of the above specified time periods if the request involves any of the following conditions:
 - (A) The request is associated with an open season;
 - (B) The request involves capacity that is available due to the termination of an existing contract or the reduction of contracted volume under an existing contract; or
 - (C) The request involves the modification or construction of facilities or the issuance of any necessary certificate authorization.

4.1 Requests for Service.

(c) (continued)

- (iii) Should Transporter conduct an open season, it will post a notice of availability of the uncontracted-for capacity on its electronic bulletin board to afford all potential Shippers an opportunity to acquire the capacity. Any party wishing to purchase the capacity, and who meets Transporter's creditworthiness requirements, may participate in the open season. Transporter will award the capacity on a net present value ("NPV") basis using nondiscriminatory and objective posting and evaluation criteria specified in the notice of open season. For purposes of its NPV evaluation, Transporter will consider the aggregate NPVs of two or more bids for such capacity, provided that if the combined quantity of capacity under those bids exceeds the maximum capacity available for subscription then those bids will only be considered if the bidders have agreed to accept a prorated award of capacity. Transporter's posting shall contain minimum terms and conditions that would be acceptable for consideration and shall specify the weight to be assigned to each factor listed in the posting. When an open season is being conducted, all applicable requests for service will be treated under this open season process.
- (iv) Transporter will conduct an open season (involving either an open solicitation for bid to sell capacity or a solicitation with a pre-arranged bid) if it wishes to sell capacity where the requested start date extends one year or more into the future. The open season will comply with the requirements of Section 4.1(a)(iii) above.
- (v) If Transporter sells firm capacity pursuant to Section 4.1(a)(ii)(B), capacity will be made available to other shippers on an interim basis up to the commencement date of the prospective firm transportation service agreement. Where the requested start date of the prospective capacity extends more than one year into the future and the interim capacity would otherwise be eligible for the right of first refusal ("ROFR") if it is acquired at the maximum applicable tariff rate, Transporter will limit the ROFR rights of such interim capacity. If ROFR rights are limited, the transportation service agreement will note the limitation. Such a notation shall not be deemed non-conforming.

4.2 Capacity Reserved for Future Expansion/Extension Projects. Transporter may elect to reserve for future expansion/extension projects, any unsubscribed capacity or capacity under expiring or terminating Firm Transportation Service Agreements ("FTSAs") where such FTSAs do not have a right of first refusal ("ROFR") or Shipper does not exercise its ROFR.

- (a) Capacity may be reserved up to one year prior to the date of filing for certificate approval for construction of proposed expansion or extension facilities, and thereafter until all expansion/extension facilities related to the certificate filing are placed into service.

4.2 Capacity Reserved for Future Expansion/Extension Projects (continued)

- (b) Transporter shall conduct an open season for the expansion/extension within one year prior to or following the date that Transporter posts such capacity as being reserved. Transporter will not, absent Commission approval, accept advance payments to reserve capacity under this Section 4.2.
- (c) If Transporter elects to reserve capacity, it will notify Shippers of its intent as part of its posting of capacity on its electronic bulletin board. Transporter's posting for reserved capacity for future expansion/extension projects shall include the following information: (i) a description of the project for which the capacity will be reserved; (ii) the total quantity of capacity to be reserved; (iii) the location of the proposed reserved capacity on the pipeline system; (iv) whether, and if so when, Transporter anticipates that an open season for the capacity will be held or the reserved capacity will otherwise be posted for bids; (v) the projected in-service date of the new facilities; and (vi) on an ongoing basis, how much of the reserved capacity has been sold on a limited-term basis that would otherwise be eligible for a ROFR. If the expansion/extension project still requires the construction of facilities given the amount of reserved capacity, then Transporter shall post a non-binding solicitation for turnback capacity no later than 90 days after the close of the expansion project open season, specifying the minimum term for a response to the solicitation. Transporter shall make reasonable efforts to notify shippers of any material changes in the scope of the project.
- (d) Prior to reserving capacity for future expansion/extension projects, all capacity to be reserved must be posted as unsubscribed capacity or in an open season for at least five business days. Transporter shall post and award available capacity in accordance with the service request procedures of Section 4.1 of these General Terms and Conditions.
- (e) When the capacity to be reserved is offered through an open season, Transporter shall have the right to impose minimum terms and conditions for bids that would be acceptable. In the event that the subsequent expansion project open season imposes minimum terms and conditions that are materially different from the terms and conditions imposed in the previous capacity open season, Transporter shall hold another open season for the reserved capacity that uses the same minimum terms and conditions as were imposed for the expansion project open season. If the expansion project open season is held prior to or during the open season for the reserved capacity, Transporter shall use the same minimum terms and conditions as used for the expansion project open season.
- (f) Any capacity reserved under this Section 4.2 shall be made available for transportation service pursuant to these General Terms and Conditions on a limited-term basis up to the in-service date of the expansion project(s). For such limited-term FTSA's, Transporter reserves the right to limit any term extension rights provided in the FTSA and pursuant to Section 4.6 (ROFR) commensurate with the proposed in-service date

4.2 Capacity Reserved for Future Expansion/Extension Projects

(f) (continued)

of the expansion project. Transporter will indicate in any posting of the reserved capacity any limitations on term extension rights that will apply to such limited-term transportation service.

- (g) Any capacity reserved for a project that does not go forward for any reason shall be reposted as generally available capacity within 30 days of the date that the project terminates, with the exception of capacity committed to in contracts entered into on an interim limited-term basis, which shall be posted as available at the expiration of the interim contracts.

4.3 Off-System Capacity.

- (a) Transporter may enter into Transportation and/or storage agreements with upstream and downstream entities, including other interstate and intrastate pipelines and storage providers ("off-system capacity"). In the event Transporter acquires off-system capacity, Transporter will use such capacity for operational reasons or to render service for its Shippers on the acquired capacity, pursuant to Transporter's Tariff and subject to Transporter's currently approved rates. In the event the off-system capacity is subject to renewal limitations, as specified in the third-party pipeline's tariff and/or provided by FERC regulations, Transporter will indicate in its posting of firm unsubscribed capacity any limitation to the extension rights that will apply as a result of such limitations on the off-system capacity. For purposes of transactions entered into subject to this section, the "Shipper must hold title" requirement shall not be applicable to the acquired capacity.
- (b) Third Party Charges. If Transporter acquires off-system capacity from a third party(s) pursuant to Section 4.3(a) above and provides transportation and/or storage service for the benefit of Shipper(s), Shipper(s) may, on a non-discriminatory basis, be required to pay Transporter, in addition to any applicable rates and charges assessed pursuant to this Tariff, the rates and charges Transporter is obligated to pay such third party(s) for the off-system capacity. Such charges may include, but are not limited to, daily reservation and commodity charges and applicable surcharges, fuel and power charges or retention, compression fees, balancing or storage fees, measurement fees, processing fees and/or facility charges that are assessed by the third party. Such charges shall be set forth as separate items on the monthly invoices rendered to Shipper.

4.3 Off-System Capacity (continued)

- (c) Any off-system capacity acquired by Transporter from a third party and contracted for at the request of a Shipper which is not used by that Shipper or a Replacement Shipper shall be offered to other Shippers on a secondary and interruptible basis, pursuant to Transporter's FERC Gas Tariff and subject to Transporter's currently effective rates, including any applicable third party charges, as such tariff and rates may change from time to time. Transporter will indicate in its posting of any off-system capacity available for service whether any third party charges will apply to the use of such off-system capacity.

4.4 Electronic Execution of Agreements. For all agreements (including all Park and Loan agreements, Park and Loan Service Request Orders, SS-1 and SS-HP agreements and HSP agreements, and amendments to existing agreements) entered into on or after the effective date of this Tariff provision (all of which shall be referred to as agreements for purposes of this Section 4.4), Transporter and Shipper may execute such agreements electronically or by signing a traditional paper agreement. If a Shipper elects to sign a traditional paper agreement, then Shipper shall not submit Nomination(s) while the paper agreement is pending execution. For agreements requiring filing with the Commission, Transporter may submit either electronic or traditional paper agreements.

- (a) The agreement shall be deemed to be executed by Shipper when the Shipper accepts the agreement electronically via Transporter's electronic bulletin board. The agreement shall be deemed to be executed by Transporter when Transporter accepts the Shipper's agreement using the electronic bulletin board. Upon acceptance by both Shipper and Transporter, the agreement will be deemed fully executed. An agreement that is executed in this manner shall be deemed to have been "signed" and to constitute an "original" when printed from electronic files or records.
- (b) Notwithstanding the above, if the Shipper and Transporter electronically execute an agreement and the Shipper later requests a traditional paper agreement, the electronic agreement shall be deemed the original until the paper agreement is executed by both Parties.
- (c) If the agreement contains provisions that must be reviewed by the Commission, and the agreement is not accepted by the Commission, then Transporter and Shipper shall collaborate to remedy any deficiencies.

4.5 Amendment. The agreement shall be amended only by an instrument executed by both Parties electronically using the process described in Section 4.4 or through placing signatures on a traditional paper agreement.

4.6 Right of First Refusal.

- (a) Any Shipper with a firm agreement for storage or Transportation Service shall have a continuing right for the capacity underlying the Shipper's agreement provided that:
 - (i) Shipper either (i) has an agreement with an effective date before March 27, 2000 with a term of one year or longer, or (ii) has an agreement with an effective date on or after March 27, 2000 for service for twelve consecutive months or more at the applicable maximum rate for that service, except that a contract for more than one year, for service which is not available for 12 consecutive months, would be subject to the right of first refusal. However, if such Shipper has entered into a firm agreement utilizing off-system capacity contracted for pursuant to Section 4.3 above, it may not elect to extend the term of its agreement beyond the term of Transporter's agreement for such off-system capacity.;
 - (ii) Shipper receives service for 12 consecutive Months for contracts with a term of more than one year, when service is available for 12 consecutive Months or more;
 - (iii) Shipper and Transporter have not negotiated away Shipper's right of first refusal;
 - (iv) Shipper complies with the requirements set forth herein; and
 - (v) Shipper does not have a negotiated rate firm transportation or storage agreement except as provided for in Section 4.9.
 - (vi) Right of First Refusal applicable to Rate Schedules FS-Y and TSB-Y may not extend beyond the termination date of Transporter's acquired Young Storage capacity.
- (b) Subject to Section 4.6(a) above, Shipper may exercise its right to retain a portion of its firm service entitlement subject to the right of first refusal, however, the Shipper may not exercise the right of first refusal for a geographic portion of its agreement.

4.7 Shipper Notice of Intent to Renew.

- (a) For all firm transportation and storage agreements eligible for the right of first refusal, Shipper shall provide notice to Transporter in writing or by Electronic Transmission of its intent to (1) allow the firm transportation agreement to expire or (2) extend the term of the firm transportation or storage agreement. A notice to extend the term of the firm transportation or storage agreement shall include the proposed terms of extension.

4.7 Shipper Notice of Intent to Renew (continued)

- (b) Unless otherwise agreed, such notice is due on or before the "Notice Date" which shall be:
 - (i) For firm transportation or storage agreements other than those specified in Section 4.7(b)(ii), including compression agreements which, for purposes of this section, shall be considered firm transportation:
 - (A) three months prior to the expiration date for firm transportation or storage agreements with an initial term of three years or less; however, the Notice Date for agreements under Rate Schedules TF-4, NNT-1, NNT-2, FS-1, TF-1, TF-HP, FS-T, FS-Y, TSB-Y, and TSB-T firm transportation or storage agreements with Point of Withdrawal as a Primary Point, except for firm transportation or storage agreements with an expiration date of April 30 for CIG Mainline Storage, May 31 for Young Storage, and May 31 for Totem Storage shall be three months prior to commencing of the last Injection Period prior to expiration; or
 - (B) six months prior to the expiration date for agreements with an initial term greater than three years; however, the Notice Date for agreements under Rate Schedules TF-4, NNT-1, NNT-2, FS-1, TF-1, TF-HP, FS-T, FS-Y, TSB-Y and TSB-T agreements, or storage agreements with Point of Withdrawal as a Primary Point except for firm transportation or storage agreements with an expiration date of April 30 for CIG Mainline Storage, May 31 for Young Storage, and May 31 for Totem Storage shall be six months prior to the commencing in the Injection Period prior to expiration.
 - (ii) For firm transportation or storage agreements where the average daily contract entitlement over the year prior to the Notice Date is greater than 50,000 Dth.
 - (A) One year prior to the expiration date of firm transportation or storage agreements.
- (c) A Shipper failing to provide notice by the Notice Date shall relinquish all rights to the capacity underlying its firm transportation or storage agreement upon termination. A Shipper, however, may still submit a bid for such capacity in accordance with Section 4.7 hereof.
- (d) If the expiring firm transportation or storage agreement contains an "evergreen" provision, the Shipper's right to continued service shall be governed by the terms of the "evergreen" provision.

4.7 Shipper Notice of Intent to Renew (continued)

- (e) If Shipper provides notice of its desire to extend the agreement for a term of five years or more and at the maximum Tariff rates (including applicable surcharges), Shipper shall be entitled to retain the capacity underlying its firm transportation or storage agreement without Transporter seeking competitive bids. In all other cases, Transporter shall solicit bids as described in this Section. Transporter is under no obligation to enter into firm transportation or storage agreements at less than the maximum Tariff rate(s) (including applicable surcharges) for the applicable Rate Schedule for which service is being extended as a result of the solicitation bids.
- (f) Solicitation of Bids. If Shipper has given notice of intent to extend the term of its firm transportation or storage agreement pursuant to the provisions of Section 4.7, and not at maximum Tariff rate(s) (including applicable surcharges) for a term of five years or more, then Transporter shall solicit competing bids for the subject capacity. Beginning, not later than thirty Business Days after the Notice Date, and continuing for thirty days (the "Bid Period") thereafter, Transporter shall post on its electronic bulletin board notice of the capacity which will be available as a result of the expiring agreement. Any Party qualified pursuant to Section 9 may submit a bid for all, or a portion of, the subject capacity during the Bid Period.
- (g) Notification of Existing Shipper and Right to Match. If Shipper has given notice of intent to extend the term as described in Section 4.7, but not at maximum Tariff rate(s) (including applicable surcharges) for a term of five years or more, then within ten Business Days after the close of the Bid Period, Transporter shall notify the existing Shipper of any offers deemed superior to Shipper's offered terms of extension. Transporter's evaluation shall be based upon the net present value of the proposed reservation charges and reservation surcharge(s) and the proposed term of firm transportation or storage agreement, discounted at Transporter's then-effective rate of return on equity. The term of any competing offer shall not be capped for comparison purposes. Within ten Business Days after such notification by Transporter, Shipper must notify Transporter of its intent to match the highest competing offer for the amount of capacity covered by the competing bid. If Shipper does not provide notice accepting the terms of a superior offer notification within the ten-day period, Transporter may enter into an agreement with the bidder submitting the highest superior offer. If a superior offer is not received, the Shipper shall be entitled to the term extension proposed by Shipper provided Shipper agrees to pay Transporter's maximum Tariff rate.

4.7 Shipper Notice of Intent to Renew (continued)

(h) If No Firm Transportation or Storage Agreement Is Executed. If the existing Shipper declines to match a superior competing offer, and an agreement is not executed for the subject capacity on or before expiration of the existing Shipper's agreement, the existing Shipper shall have the right to continue service at Transporter's maximum applicable Tariff rate (including applicable reservation surcharges) for an agreed term between the Parties. If the existing Shipper declines to continue service as of the date of contract expiration, or if the Parties are unable to reach agreement on the term of extension, then Shipper's rights to the subject capacity shall terminate as if the existing Shipper had given notice of intent to terminate its agreement.

4.8 Carryover of Rights Upon Conversion. If an existing Shipper desires to convert to firm service under a different rate schedule upon contract expiration, and if such conversion can be accomplished without impairing system integrity, the right of first refusal described above shall carry over from the expiring service to the new service, to the extent of the capacity rights embodied in the expiring agreement.

4.9 Right of First Refusal Clause in Firm Transportation or Storage Agreement. Transporter and Shipper may agree to include a right of first refusal, rollover or evergreen clause in their agreement. The contractual right of first refusal, rollover or evergreen clause would allow the Shipper to exercise a right of first refusal in situations where the regulatory right would not apply. In such case, Shipper may rely on its contractual rights in lieu of the regulatory right of first refusal. However, if a Shipper has entered into a firm agreement utilizing off-system capacity contracted for pursuant to Section 4.3 of the General Terms and Conditions, it may not elect to extend the term of its agreement beyond the term of Transporter's agreement for such off-system capacity. A contractual right of first refusal, rollover or evergreen clause in a Rate Schedules FS-Y and TSB-Y agreement is subject to, and limited by, the term of Transporter's acquired Young Storage capacity.

4.10 Capacity that is sold on an interim basis up to the commencement date of a prospective firm transportation agreement, pursuant to Section 4.1(a)(5) of the General Terms and Conditions, shall not be eligible for a right of first refusal.

(a) Capacity that is sold on an interim basis in accordance with Section 4.2 above, Capacity Reserved for Future Expansion Projects, shall not be eligible for a right-of-first-refusal unless Transporter and Shipper agree to a conditional contractual right-of-first-refusal that would take effect upon a determination that the proposed project will not go forward.

4.11 Transporter and Shipper may mutually agree to the early termination of one or more agreements in exchange for Shipper's extension of the use of all or part of the underlying capacity under new terms. To the extent that Transporter and Shipper have mutually agreed to this arrangement, Shipper need not participate in an open season for the extension nor must the underlying capacity be posted on Transporter's electronic bulletin board as unsubscribed, available capacity prior to the extension.

- 4.12 Prior to the expiration of the term of an agreement, Transporter and Shipper may mutually agree to an extension of the term of the agreement with respect to all or part of the underlying capacity (the exact terms of which are to be negotiated on a case-by-case basis in a not unduly discriminatory manner). If an agreement has a regulatory right-of-first-refusal, the agreement to extend must be reached prior to the receipt of an acceptable bid submitted pursuant to Section 9 of these General Terms and Conditions.
- 4.13 When an agreement is subject to a regulatory right of first refusal, or contains a contractual right of first refusal, or a rollover clause, extension rights apply to each increment of capacity that expires in increments (i.e., on a step-down basis) during the term of the agreement.
- 4.14 Creditworthiness.
- (a) The following creditworthiness provisions apply to Rate Schedules FS-1, FS-Y, FS-T, NNT-1, NNT-2, TF-1, TF-HP, TSB-T, TSB-Y, TI-1, TI-HP, PAL-1, PAL-HP, APAL-1, IS-1, IS-Y, IS-T, HUB-1 and CS-1.
- (i) Transporter shall not be required to commence service or to continue to perform service under this Rate Schedule for any Shipper who fails to demonstrate creditworthiness as reasonably determined by Transporter. Transporter's determination of creditworthiness shall be based upon a review of Shipper's financial statements, bank references, trade references, and such other information relating to Shipper's financial status, obligation payment history, and other relevant factors as may be necessary to satisfy Transporter that Shipper is creditworthy.
- (ii) Upon Shipper's request, Transporter shall provide a written explanation of any credit limitation applied to Shipper.

4.14 Creditworthiness.

(a) (continued)

- (iii) Transporter may require Shipper:
 - (A) to provide an amount equal to Transporter's estimate of 2 Months of charges associated with providing service at the level of Shipper's MDQ and/or TMAC;
 - (B) or to provide an amount equal to Transporter's estimate of 2 Months of charges associated with performing said service;
 - (C) or may require other such measures as Transporter may specify;
- (iv) Transporter may require Shipper to deposit and maintain such amounts in a prepaid account, or to establish and maintain an escrow account or to furnish a letter of credit. Transporter may require Shipper to furnish within 15 Days, good and sufficient security, as determined solely by Transporter, of a continuing nature and in an amount equal to Transporter's estimate of 2 Months of charges associated with providing said service.
- (v) Transporter will also permit another entity to guarantee in writing Shipper's obligation, provided that the guarantor has sufficient credit available, as determined by Transporter in accordance with this provision. Transporter may, without waiving any rights or remedies it may have, suspend further service until such acceptable security is received by Transporter.
- (vi) Upon Shipper's establishment of an acceptable credit record or upon expiration of the agreement, Transporter shall refund Shipper's deposit with interest accrued at rates set pursuant to 18 CFR Section 154.501(d).
- (b) The following creditworthiness provisions apply to Rate Schedules SS-1 and SS-HP.
 - (i) Transporter shall not be required to commence service or to continue to perform service under this Rate Schedule for any Operator who fails to demonstrate creditworthiness as reasonably determined by Transporter. Transporter's determination of creditworthiness shall be based upon a review of Operator's financial statements, bank references, trade references, and such other information relating to Operator's financial status, obligation payment history, and other relevant factors as may be necessary to satisfy Transporter that Operator is creditworthy.
 - (ii) Upon Operator's request, Transporter shall provide a written explanation of any credit limitation applied to Operator.

4.14 Creditworthiness
(b) (continued)

(iii) Transporter may require Operator:

(A) to provide an amount equal to Transporter's estimate of 2 Months of charges associated with performing said service;

(B) or may require such measures as Transporter may specify;

(iv) Transporter may require Operator to deposit and maintain such amounts in a prepaid account, or to establish and maintain an escrow account or to furnish a letter of credit. Transporter may require Operator to furnish within 15 Days, good and sufficient security, as determined solely by Transporter, of a continuing nature and in an amount equal to Transporter's estimate of 2 Months of charges associated with providing service

(v) Transporter will also permit another entity to guarantee in writing Operator's obligation, provided that the guarantor has sufficient credit available, as determined by Transporter in accordance with this provision. Transporter may, without waiving any rights or remedies it may have, suspend further service until such acceptable security is received by Transporter.

(vi) Upon Operator's establishment of an acceptable credit record or upon expiration of the agreement, Transporter shall refund Operator's deposit with interest accrued at rates set pursuant to 18 CFR Section 154.501(d).

(c) For Rate Schedule CS-1, Shipper will be subject to the creditworthiness provisions contained in Section 4.14(a) of the General Terms and Conditions of this Tariff. However, notwithstanding the requirements of that section, a Shipper that requests service requiring the construction of facilities shall demonstrate creditworthiness in an amount equal to one year of reservation charges under its agreement. The one year requirement shall remain in effect until the earlier of the termination of the agreement or when Transporter has been reimbursed for the cost of the facilities.

4.15 Correlative Discounts. Transporter shall not offer a Transportation or storage discount to any Party as consideration for the purchase of Gas from any affiliate of Transporter. Further, any offer of a discount for any transmission or storage service made by Transporter will be posted on the electronic bulletin board contemporaneous with the time that the offer is contractually binding. The posting will include: the name of the Shipper involved in the discount and whether it is an affiliate or whether an affiliate is involved in the transaction, the rate offered; the maximum rate; the time period for which the discount would apply; the quantity of Gas scheduled to be moved; the Points of Delivery under the transaction; and any conditions or requirements applicable to the discount. The posting shall remain on Transporter's electronic bulletin board for at least 60 days from the date of posting.

4.16 Discounting. In the event that Transporter agrees to discount its rate to Shipper below Transporter's maximum rate under Transporter's TF, TI, NNT, FS, IS, HUB, TSB, PAL, PAL-HP and APAL Rate Schedules, the following discount terms may be reflected on the applicable service agreements and will apply without the discount constituting a material deviation from Transporter's Form of Service Agreement; provided, however, that any such discounted rates set forth below shall be between the minimum and maximum rates applicable to the service provided under the applicable rate schedule. Such discounted rates may apply:

- (a) only to certain specified service entitlements under the agreement;
- (b) only if specified quantity levels are actually achieved under the agreement (with higher rates, charges, and fees applicable to all quantities above those levels, or to all quantities under the agreement if the specified levels are not achieved). In addition, for purposes of Rate Schedule PAL-HP, a discount may be granted only if Parked or Loaned quantities are withdrawn or paid back on the specified dates mutually agreed to by Transporter and Shipper (with higher rates, up to the maximum recourse rate as shown on the Statement of Rates, charges and fees applicable to quantities withdrawn or paid back on any other date), or if quantities are withdrawn or paid pack subject to the provisions of Section 2.6 of Rate Schedule PAL-HP;
- (c) only to production reserves committed by the Shipper;
- (d) only during specified time periods;
- (e) only to specified Point(s) of Receipt, Point(s) of Delivery, mainline area segments, laterals, supply areas, Transportation routes, or defined geographical areas; or
- (f) in a specified relationship to the quantities actually Delivered (i.e., that the rates shall be adjusted in a specified relationship to quantities actually Delivered); and/or
- (g) to a formula including, but not limited to, published index prices for specific receipt and/or delivery points or other agreed-upon published pricing reference points for price determination (such discounted rate may be based upon the differential between published index prices or arrived at by formula). Such discounted rate:
 - (i) shall not change the underlying rate design;
 - (ii) shall not include any minimum bill or minimum take provision that has the effect of guaranteeing revenue;
 - (iii) shall define the rate component to be discounted.
- (h) to increasing (or decreasing) a discounted rate for service under one rate schedule to make up for a decrease (or increase) in the rate for a separate service provided under another rate schedule.

4.16 Discounting (continued)

In addition, the discount language of the agreement may include a provision that if one rate component which was at or below the applicable maximum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate due to a change in Transporter's maximum rates so that such rate component must be adjusted downward to equal the new applicable maximum rate, then other rate components may be adjusted upward to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised tariff provisions. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

4.17 Nonconforming Negotiated Rates.

- (a) Authority and Conditions: The rate or rates to be charged for service pursuant to any rate schedule contained in this Tariff may deviate in form or level from the maximum-to-minimum ranges set forth on Statement of Rates of this Tariff, provided:
 - (i) Transporter and Shipper have executed a valid service agreement agreeing to such nonconforming negotiated rate(s) or rate formula,
 - (ii) At the time of execution of such service agreement or amendment agreeing to the nonconforming negotiated rate(s) or rate formula, Shipper had access to service pursuant to this Tariff at the rates then set forth on Statement of Rates, and
 - (iii) Prior to commencing service at such nonconforming negotiated rate(s) or rate formula, Transporter has filed a Tariff provision advising the Commission of such agreement, stating the exact legal name of Shipper and specifying the rate or rate formula included in such agreement.
- (b) Impact on Capacity Allocation: To the extent the revenue level pursuant to the nonconforming negotiated rate(s) or rate formula provided for in Section 4.17 above should exceed the maximum rate for such service stated on the Statement of Rates of this Tariff, Shipper, paying such nonconforming rate(s) shall be treated, for capacity-allocation purposes, and for purposes of evaluating bids pursuant to Section 4 of these General Terms and Conditions, as if the rate(s) paid had been equal to the maximum rate for such service stated on the Statement of Rates of this Tariff. Any Shipper, existing or new, paying the maximum Tariff rate(s) has the same right to capacity as a Shipper willing to pay a higher negotiated rate(s). If the negotiated rate(s) is higher than the corresponding maximum recourse rate(s), the negotiated rate(s) cannot be used as the price cap for release capacity pursuant to Section 9 of these General Terms and Conditions.

4.17 Nonconforming Negotiated Rates (continued)

- (c) Accounting for Costs and Revenues: The allocation of costs to, and accounting for revenues from service at nonconforming negotiated rate(s) or rate formula(s) will follow Transporter's normal practices associated with all of Transporter's services. Should Transporter institute any revenue tracker or other device to flow through currently to its Shippers the impact of interruptible or other Transportation transactions, the treatment in such tracker of revenues from nonconforming negotiated rate(s) or rate formula(s) shall be specified in such tracker provision.

4.18 Governmental Regulation. Any agreement executed pursuant to the Terms and Conditions of this Tariff is subject to present and future valid orders of duly constituted authorities having jurisdiction over the subject matter thereof. Upon cessation of such jurisdiction or control, all rights and obligations set forth in the agreement shall continue in effect.

4.19 Assignment.

- (a) Assignable Parties. Any agreement executed pursuant to the General Terms and Conditions of this Tariff may be assigned by either of the Parties to:
 - (i) any person, firm, or corporation acquiring all, or substantially all, of the natural Gas business of said Party;
 - (ii) a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities; but it may not be otherwise assigned without the consent of the other Party to that agreement. Whenever any corporation is referred to herein, such reference shall be deemed to include the successors and assignees of such corporation.
- (b) Assignment. Subject to the provisions of this Section, any such agreement shall be binding upon and inure to the benefit of the successors and assignees of each of the Parties hereto.

4.20 Each agreement subject to this Tariff shall continue in effect under the earlier of the date set forth in the agreement or the date on which Transporter receives authority to, or is required to, abandon service pursuant to its "blanket" transportation certificate of public convenience and necessity issued in FERC Docket No. CP86-589.

- 4.21 Agents. Shipper must provide written notice to Transporter of the name, and any other pertinent information, of another person ("Agent") that has agency authority to act for Shipper pursuant to an agreement under the firm or interruptible rate schedules of this Tariff, in connection with (1) the Joint Monthly Operating Plan as discussed in Section 11 of the General Terms and Conditions of this Tariff, (2) operation of pipelines, facilities, and wells in connection with an agreement, (3) operational flow orders as discussed in Section 11 and Imbalance Management as discussed in Section 10 of the General Terms and Conditions of this Tariff, and/or (4) other matters covered by an agreement. If the Agent has the authority in (2) and (3), above, operating notices shall be served upon the Agent alone. The Shipper remains bound by its obligations under an agreement, and commitments made by the Agent on behalf of the Shipper are binding on the Shipper as if made by the Shipper. The Shipper must provide prompt written notice of the termination of the agency.
- Rate Schedule HSP-1. Pooler must provide written notice to Transporter of the name, and any other pertinent information, of another person that has agency authority to act for Pooler pursuant to an agreement under Rate Schedule HSP-1. The Pooler remains bound by its obligations under an agreement, and commitments made by the Agent on behalf of the Pooler are binding on the Pooler as if made by the Pooler. The Pooler must provide prompt written notice of the termination of the agency.
- 4.22 Governmental Authorization. Each Party's obligations under an agreement incorporating these General Terms and Conditions are conditioned upon each Party obtaining from governmental authorities having jurisdiction such authorization as may be necessary, in form and substance satisfactory to the Party applying therefor. Neither Transporter nor Shipper shall be required to accept any authorization which, in the opinion of the Party applying for same, contravenes, nullifies, or is contrary to any provisions hereof or of such agreement.
- 4.23 Regulatory Authority. All services shall be performed pursuant to 18 CFR 284.221 authority, unless Shipper elects service to be performed pursuant to 18 CFR 284.101 (Section 311) authority. In that event, Transporter shall only accept, and Shipper shall only make, Nominations for service to be performed pursuant to 18 CFR 284.101 (Section 311) in accordance with the regulations governing the provisions of such service, and after Transporter has received an "on behalf of" letter acceptable to Transporter.
- 4.24 Governing Law. Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
- 4.25 Termination Obligations. Termination of an agreement under the firm and interruptible rate schedules of this Tariff shall not relieve Transporter and Shipper of the obligation to correct any quantity imbalances, or relieve Shipper of the obligation to pay money due to Transporter. All warranties and indemnities shall survive the termination of an agreement.

5. SERVICE CONDITIONS

- 5.1 Revised Primary Points of Receipt and Delivery. Transporter shall not be obligated or required to provide service on less than 20 Days prior written notice.
- 5.2 Limitation of Service. Transporter shall not be required to perform service under the Agreement on behalf of any Shipper that fails to substantially comply with any and all of the terms and conditions of the Agreement including the applicable Rate Schedules and these General Terms and Conditions.
- 5.3 Transporter will provide access to its system through taps, valves and meters as set forth in the respective Rate Schedules. Beyond the construction of such taps, valves, measurement and other minor facilities, Transporter shall not be obligated to extend or expand except when, in Transporter's reasonable discretion, such expansion or extension is appropriate.

Transporter's policy will be to require full or partial reimbursement by the affected Shipper(s) when Transporter extends or expands a lateral (as defined in 18 CFR 154.109(b)) except where the Shippers' commitments and charges provide an adequate economic basis for the connection or otherwise creates commercial opportunities or other benefits for Transporter's operations such that Transporter reasonably determines that it is appropriate for the costs to be borne by Transporter.

- 5.4 Pressure
 - (a) Transporter's Line Pressure at the Point(s) of Receipt. Unless otherwise agreed upon in the Agreement, Shipper shall cause the Gas to be Tendered at the Point(s) of Receipt at a pressure sufficient to enter Transporter's system, provided that Shipper shall not be required to Tender Gas at pressures greater than the minimum pressure specified for the Point of Receipt as set forth in the Agreement. Nor shall Shipper, except with the agreement of Transporter, be permitted to Tender Gas at any Point of Receipt at a pressure in excess of the maximum pressure specified for that Point of Receipt as set forth in the Agreement or as posted on Transporter's electronic bulletin board. In the event of a conflict between the Agreement and the electronic bulletin board, the Agreement shall govern.
 - (b) Transporter's Line Pressure at the Point(s) of Delivery. Unless otherwise agreed upon in the Agreement, Transporter shall cause the Gas to be Delivered at the Point(s) of Delivery hereunder at such pressures sufficient to effect Delivery into the receiving pipeline facilities against the pressures prevailing from time to time; provided, however, that Transporter shall not be required to Deliver Gas at a pressure greater than the minimum pressure specified for each Point of Delivery as set forth in the Agreement. Nor shall Transporter cause Gas to be Delivered at the Points of Delivery at a pressure greater than the maximum pressure specified for each Point of Delivery as set forth in the Agreement.

5.4 Pressure (continued)

- (c) If mutually agreed upon in the Agreement, Transporter may make minimum receipt or delivery pressure commitments to Shippers on a non-discriminatory basis, provided there is no adverse effect on Transporter's system. Transporter will not agree to a minimum receipt or delivery pressure that will render it unable to meet its existing firm obligations and, upon request, will provide a written explanation to the Shipper explaining the operational basis for rejecting any request for a minimum delivery pressure.

5.5 Aggregate Groups

- (a) Interconnecting Parties with multiple physical points that are located within a small geographic area on Transporter's system may request that Transporter designate such locations as an aggregate group for purposes of Nominations, scheduling, allocations and invoicing.
 - (i) Transporter shall evaluate requests to establish aggregate groups based on the following criteria:
 - (A) The individual locations must be owned and operated by the same party;
 - (B) All aggregation points must have a similar operational impact on Transporter's system;
 - (C) No Shipper or other Interconnecting Party shall be disadvantaged as a result of a group aggregation; and
 - (D) The Interconnecting Party and Transporter mutually agree to the aggregation.
 - (ii) Transporter shall grant requests for aggregation in a fair and non-discriminatory manner.
 - (iii) Once an aggregate group has been created by Transporter, it shall be available to all Shippers. All aggregate groups, together with their associated individual locations and any related location capacity limitations, will be identified on Transporter's EBB.
 - (iv) The aggregate group designation and the Point of Delivery Quantity or Point of Receipt Quantity, as applicable, specified at the aggregate level for that group ("group limit"), shall be identified in Shipper's Service Agreement. Shipper shall have the right to deliveries or receipts of quantities up to the group limit at any individual meter station within the aggregate group, as long as service to all points within the aggregate group does not exceed the group limit or the physical capacity of the meter station.

- 5.6 Transporter shall not be required under any Agreement subject to this Tariff to provide Transportation Service if the quantities Tendered are so small as to cause operational difficulties, such as measurement or if the quantities Tendered are so small that the total cost incurred by Transporter in transporting the quantities render them uneconomical to handle. Transporter shall promptly notify Shipper if such operating conditions exist or if the total costs of transporting the quantities have rendered them uneconomical to transport (i.e., less than 100 Dth per Day).
- 5.7 Transporter shall comply with the following standards:
- (a) Transporter will provide nondiscriminatory access to all sources of supply in accordance with Part 284 of the Commission's regulations.
- 5.8 Attribution of Costs. If, by an order, opinion, approval of a settlement of any of Transporter's rate cases, or otherwise, the FERC directly or indirectly requires changes in the costs attributable to Transportation or storage by Transporter hereunder or the rate form in which such costs are recovered, then, as of the effective date of such change in attribution or rate form, the maximum Transportation or storage rate hereunder shall be changed to reflect all costs attributed to the Transportation or storage hereunder or to reflect any new rate form.
- 5.9 Changes in Transportation and Storage Rate. The Parties recognize that the minimum and maximum Transportation or storage rates, as well as the terms and conditions, for Transportation or Storage Service hereunder may require change from time to time. Accordingly, Transporter's minimum and maximum Transportation or storage rates, and the terms and conditions of such service, may from time to time be changed by appropriate lawful processes, including the filing of changed provisions with the FERC. Transporter shall be entitled to collect, and Shipper shall be required to pay any increased maximum Transportation or storage rate from Shipper when such Shipper had previously agreed to pay the maximum rate commencing with the effective date of such change. Nothing herein shall prejudice the rights of Shipper to contest at any time changes to the charges for the services rendered hereunder by Transporter.

6. NOMINATION AND SCHEDULING PROCEDURES

6.1 Nomination Procedures and Deadlines. Nominating parties will submit Nominations to Transporter in accordance with the procedures and conditions set forth in this section. Transporter will support the NAESB WGQ Standard 1.3.2 nomination cycles, as modified for the extension of the nomination periods for an additional fifteen minutes. However, Transporter reserves the right to waive the deadlines specified herein, provided that no Shipper will be disadvantaged by such waiver.

(a) Nomination Communications.

- (i) Transporter shall accept Nominations twenty-four (24) hours a day via Electronic Communication. Transporter's electronic bulletin board (EBB) will contain after-hours and emergency contacts in the event communication is required beyond normal business hours.
- (ii) Shipper should provide to Transporter the appropriate after-hours and emergency contacts for Shipper.
- (iii) In the event that Shipper's contact data is not current, Transporter shall not be liable to Shipper for any damages or losses that may occur as a result of Transporter's inability to communicate with Shipper.
- (iv) With the exception of otherwise stated NAESB Nominations deadlines, when a Transporter receives a Nomination document via EDI from a Shipper by the conclusion of a given quarter hour period, the Transporter will send to the Shipper's designated site via EDI, a corresponding Quick Response document by the conclusion of the subsequent quarter hour period.

The quarter hour periods will be defined to begin on the hour and at 15, 30 and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour. (NAESB Standard 1.3.37)

6.1 Nomination Procedures and Deadlines (continued)

(b) Nomination Data Elements.

- (i) All Nominations should be considered original Nominations and should be replaced to be changed. When a Nomination for a date range is received, each Day within that range is considered an original Nomination. When a subsequent Nomination is received for one or more Days within that range, the previous Nomination is superseded by the subsequent Nomination only to the extent of the Days specified. The Days of the previous Nomination outside the range of the subsequent Nomination are unaffected. Nominations have a prospective effect only. (NAESB Standard 1.3.7)
- (ii) Reserved
- (iii) Nominations must specify a Begin and End Date. Such dates must be no earlier than the effective date or no later than the termination date of the service agreement. Each Day, all Nominations for the next Day which have been received by Transporter at or prior to the Nomination Deadline shall be processed pursuant to Section 6.
- (iv) All Nominations, including Intraday Nominations, should be based on a Daily quantity; thus, an Intraday Nominator need not submit an hourly Nomination. Intraday Nominations should include an effective date and time. The Interconnected Parties should agree on the hourly flows of the Intraday Nomination, if not otherwise addressed in Transporter's contract or Tariff. (NAESB Standard 1.3.9)

(c) Reserved

6.1 Nomination Procedures and Deadlines (continued)

(d) The Timely Nomination Cycle

On the day prior to Gas flow:

- 1:15 p.m. Nominations leave control of the Service Requester (SR);
- 1:30 p.m. Nominations are received by Transporter (including from Title Transfer Tracking Service Providers (TTTSPs));
- 1:30 p.m. Transporter sends the Quick Response to the SR;
- 4:30 p.m. Transporter receives completed confirmations from Confirming Parties;
- 5:00 p.m. SR and point operator receive scheduled quantities from Transporter.

Scheduled quantities resulting from Timely Nominations should be effective at the start of the next Gas Day. (NAESB Standard 1.3.2(i))

(e) Intraday Nomination Requirements.

- (i) For services that provide for Intraday Nominations and scheduling, there is no limitation as to the number of Intraday Nominations (line items as per NAESB Standard 1.2.1) which a Shipper may submit at any one standard Nomination cycle or in total across all standard Nomination cycles. (NAESB Standard 1.3.32)
- (ii) Intraday Nominations are to be submitted in full-Day quantities.
- (iii) Firm Intraday Nominations shall be scheduled ahead of previously scheduled interruptible Nominations in the Evening, Intraday 1 and Intraday 2 Nomination Cycles. Application of this provision will result in such interruptible Nominations being Bumped.
- (iv) Flow Day Diversion. Subject to the limitations set forth in the applicable rate schedule, during any intraday nomination cycle for the Gas Day a shipper moving gas pursuant to this Tariff may use the Flow Day Diversion process to divert scheduled quantities to a new Point of Receipt or Point of Delivery as detailed in this Section 6. Such diversion is limited to the elapsed pro rata scheduled quantities, as applicable.
 - (A) Flow Day Diversion Options
 - (1) A Shipper may divert scheduled quantities to a new Point of Receipt upstream of a Segment.
 - (2) A Shipper may divert scheduled quantities to a new Point of Delivery downstream of a Segment.
 - (3) Flow Day Diversion is not available for quantities scheduled at off-system locations nominated pursuant to General Terms and Conditions Section 4.3.

6.1 Nomination Procedures and Deadlines
(e) (iv) (continued)

(B) Conditions of Flow Day Diversion

- (1) Shipper shall divert scheduled quantities under the same Transportation Service Agreement ("TSA") as quantities scheduled for the Gas Day.
- (2) All nominations on a TSA, including prior-cycle nominations and new Intraday Nominations, shall be evaluated against quantities scheduled at a location(s) and on a Segment(s)s available in the most recent intraday cycle.
- (3) At Shipper's option, the Flow Day Diversion nomination may include changes to upstream/downstream transaction information, including Package ID and Rank.
- (4) All nominations are evaluated based on the requirements of General Terms and Conditions Section 6.3.
 - (a) To the extent the sum of the nominations for a TSA do not exceed the previously scheduled capacity for that TSA at a location or on a Segment, such nominations shall be processed as previously scheduled in the intraday cycle.
 - (b) If the sum of the nominated quantities on a TSA in an intraday cycle exceed the previously scheduled capacity at a location or on a Segment, such additional quantities shall be processed as incremental nominations and scheduled pursuant to General Terms and Conditions Section 6.3.
- (v) When a previously confirmed and scheduled quantity is altered, notification of such alteration should be provided to all of the Parties below that are affected: 1) Confirmation Requester in a Confirmation Response (or unsolicited Confirmation Response as applicable) document by the Confirming Party; 2) Confirming Party in a Request for Confirmation document by the Confirmation Requester; 3) Service Requester(s) in a Scheduled Quantity document by the applicable Confirming Party or Confirmation Requester on whose system the Service Requester(s) Nomination(s) were made. (NAESB Standard 1.3.44)

6.1 Nomination Procedures and Deadlines
(e) (v) (continued)

- (A) Applicable notification(s) of such alterations should be provided to the affected Parties reasonably proximate in time to the time during which the event causing the alteration was acted upon by the confirmation Requester or Confirming Party, respectively. With respect to the implementation of this process via the 1.4.x standards, Confirming Parties should send the applicable document(s) to the applicable Party(ies) no later than the next time they are slated to communicate Confirmations or Scheduled Quantities (as applicable). (NAESB Standard 1.3.44)
- (B) Transportation Service Provider should provide affected Parties with notification of Intraday Bumps, Operational Flow Orders and other Critical Notices through the affected Party's choice of Electronic Notice Delivery Mechanism(s). (NAESB Standard 5.3.34) "Electronic Notice Delivery" is the term used to describe the delivery of notices via Internet E-mail and/or EDI/EDM. (NAESB Standard 5.2.2)
- (vi) Intraday Bump notices should indicate whether daily penalties will apply for the Gas Day for which quantities are reduced. (NAESB Standard 1.3.51)
- (vii) Scheduling of Intraday Nominations shall be based on the elapsed pro rata scheduled quantities. Elapsed-prorated-scheduled quantity means that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the Intraday Nomination being confirmed, based upon a cumulative uniform hourly quantity for each Nomination period affected. (NAESB Definition 1.2.12)
- (viii) Intraday Nominations may be submitted to increase or decrease total Gas flow and may be used to change Point(s) of Receipt and Delivery. (NAESB Standard 1.3.11) Intraday Nominations may be used to Nominate new supply or market. (NAESB Standard 1.3.33)
- (ix) Intraday Nominations do not rollover (i.e. Intraday Nominations span one Day only). Intraday Nominations do not replace the remainder of a standing Nomination. There is no need to re-nominate if an Intraday Nomination modifies an existing Nomination. (NAESB Standard 1.3.13) Intraday Nominations which are not able to be Confirmed are considered to be void.
- (x) Intraday Nominations shall be considered complete upon Transporter's receipt of a valid Nomination and the corresponding up and downstream confirmations.

6.1 Nomination Procedures and Deadlines

(e) (continued)

- (xi) Transporter will re-determine scheduled quantities, pursuant to the scheduling priorities of this Section 6, at the Evening, Intraday 1, Intraday 2, and Intraday 3 Nomination Cycles when such Scheduled Quantities are affected by a discount requested by Shipper and granted by Transporter. Such re-determination may cause a discounted firm Shipper that received a discount after gas has been scheduled to be Bumped.

(f) The Evening Nomination Cycle

On the day prior to Gas flow:

- 6:15 p.m. Nominations leave control of the SR;
- 6:30 p.m. Nominations are received by the Transporter (including from TTTSPs);
- 6:30 p.m. Transporter sends the Quick Response to the SR;
- 8:30 p.m. Transporter receives completed confirmations from Confirming Parties;
- 9:00 p.m. Transporter provides scheduled quantities to the affected SR and point operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Evening Nominations should be effective at the start of the next Gas Day.

The Intraday 1 Nomination Cycle

On the current Gas Day:

- 10:15 a.m. Nominations leave control of the SR;
- 10:30 a.m. Nominations are received by the Transporter (including from TTTSPs);
- 10:30 a.m. Transporter sends the Quick Response to the SR;
- 12:30 p.m. Transporter receives completed confirmations from Confirming Parties;
- 1:00 p.m. Transporter provides scheduled quantities to the affected SR and point operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 1 Nominations should be effective at 2:00 p.m. on the current Gas Day.

The Intraday 2 Nomination Cycle

On the current Gas Day:

- 2:45 p.m. Nominations leave control of the SR;
- 3:00 p.m. Nominations are received by the Transporter (including from TTTSPs);
- 3:00 p.m. Transporter sends the Quick Response to the SR;
- 5:00 p.m. Transporter receives completed confirmations from Confirming Parties;
- 5:30 p.m. Transporter provides scheduled quantities to the affected SR and point operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 2 Nominations should be effective at 6:00 p.m. on the current Gas Day.

6.1 Nomination Procedures and Deadlines
(f) (continued)

The Intraday 3 Nomination Cycle

On the current Gas Day:

- 7:15 p.m. Nominations leave control of the SR;
- 7:30 p.m. Nominations are received by the Transporter (including from TTTSPs);
- 7:30 p.m. Transporter sends the Quick Response to the SR;
- 9:30 p.m. Transporter receives completed confirmations from Confirming Parties;
- 10:00 p.m. Transporter provides scheduled quantities to the affected SR and point operator.

Scheduled quantities resulting from Intraday 3 Nominations should be effective at 10:00 p.m. on the current Gas Day. Bumping is not allowed during the Intraday 3 Nomination Cycle. (NAESB Standard 1.3.2(ii-v))

- (g) For purposes of Section 6.1(f) (NAESB Standard No. 1.3.2 (ii), (iii), (iv), and (v)), the word "provides" shall mean, for transmittals pursuant to NAESB Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post (NAESB Standard 1.3.2 (vi)).
- (h) Shown in Section 10 of Part VI: Illustrations is a representation of NAESB Standard 1.3.2 in tabular format.
- (i) Nominated Imbalance Quantities. Shipper shall separately Nominate makeup and payback quantities to resolve imbalances.
- (j) Overrun Nominations. Shipper may separately Nominate quantities in excess of its MDQ. However, in the event that such excess quantities are included in other Nominations, the excess portion of such Nomination will be scheduled pursuant to Section 6.
- (k) At the end of each Gas Day, Transporter should provide the final Scheduled Quantities for the just completed Gas Day.
- (l) Transporter shall exercise reasonable efforts to accommodate changes to Shipper's Nomination for injection into, and withdrawal from, Transporter's CIG Mainline, Young and Totem Storage Fields under Rate Schedules FS-1, FS-Y, and FS-T up to 5:00 a.m., Central Clock Time (i.e. 4 hours prior to the end of the Nomination effective period), on the Day for which Nominations are effective when storage receipts and Deliveries are specified in Shipper's transportation service agreement. Transporter shall only accept such changes if they do not affect other already scheduled quantities and subject to confirmation at the Point(s) of Receipt or Point(s) of Delivery, where applicable.

6.1 Nomination Procedures and Deadlines (continued)

- (m) Responsibility for Nominated Quantities. When submitting Nominations, the Nominating Party/Shipper is responsible for assuring that sufficient Gas supplies are available at the Nominated Point(s) of Receipt. Pursuant to the procedures specified above, Transporter will verify Nomination information with the Interconnecting Party and will determine the Confirmed Quantity. Transporter is not responsible for assuring that the Confirmed Quantities are actually Tendered to Transporter at the Point(s) of Receipt.
- (n) Accuracy of Nominated Quantities. The Nominating Party/Shipper is responsible for the accuracy of Nomination data. Transporter shall accept all Nomination data as correct as it is provided to Transporter.
- (o) Transporter's Obligation to Deliver. For any Gas Day, Transporter shall not be obligated to Deliver any greater quantity than it has Confirmed and received. Further, Transporter is not obligated to increase or decrease quantities at any Point of Receipt or Delivery which have not been Confirmed.

6.2 Confirmation and Scheduling Criteria

- (a) For request to confirm and confirmation response processes, all Parties will seek to confirm by means of communicating at the applicable detail/summary level all transactions with respect to a location. (NAESB Standard 1.3.35)
- (b) In the confirmation process, where a party requesting confirmation (a Confirmation Requester) is not itself a Transportation Service Provider, the location code to be used when sending a Request for Confirmation should be the location code associated with the location where Gas will be scheduled by the Transportation Service Provider; and, where a Confirmation Requester is also a Transportation Service Provider; then, as between these confirming parties (the Confirmation Requester and the Confirming Parties), and absent their mutual agreement to the contrary, the location code to be used when sending a Request for Confirmation should be the location code used by the Transportation Service Provider sending the Request for Confirmation. (NAESB Standard 1.3.36)
- (c) The receiver of the Nomination initiates the Confirmation process. The Confirming Party that would receive a Request for Confirmation or an unsolicited Confirmation Response may waive the obligation of sender to send. (NAESB Standard 1.3.20)

6.2 Confirmation and Scheduling Criteria (continued)

- (d) When a Confirmation Requester receives a Confirmation Response document via EDI from a Confirming Party by the conclusion of a given quarter hour period, the Confirmation Requester will send to the Confirming Party's designated site via EDI, a corresponding Confirmation Quick Response document by the conclusion of the subsequent quarter hour period.

The quarter hour periods will be defined to begin on the hour and at 15, 30, and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour. (NAESB Standard 1.3.45)

- (e) Reserved
- (f) When Confirming Point(s) of Receipt and Point(s) of Delivery, Transporter shall use the lesser of the Confirmation Quantity and the Scheduled Quantity. Rankings provided in a Shipper's Nominations shall be used to prioritize reductions to requested quantities when such prioritization is not in conflict with other provisions of this Tariff.
- (g) With respect to the timely Confirmation process for Daily Nominations, at a Point of Receipt or Delivery, in the absence of agreement to the contrary, the lesser of the confirmation quantities should be the Confirmed Quantity. If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the lesser of the Confirmation Quantity or the previous Scheduled Quantity should be the new Confirmed Quantity.
- (h) With respect to the Confirmation process for Intraday Nominations, the following provisions apply:
 - (i) Requests for Increases. In the absence of agreement to the contrary, the lesser of the confirmation quantities should be the new Confirmed Quantity. If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the previous Scheduled Quantity should be the new Confirmed Quantity.
 - (ii) Requests for Decreases. In the absence of agreement to the contrary, the lesser of the confirmation quantities should be the new Confirmed Quantity, but in any event no less than the elapsed-prorated-scheduled quantity. If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the greater of the Confirmation Quantity or the elapsed-prorated-scheduled quantity should be the new Confirmed Quantity.

6.2 Confirmation and Scheduling Criteria (continued)

- (i) With respect to paragraphs (c) and (d) above, if there is no response to a Request for Confirmation or an unsolicited Confirmation Response, Transporter shall provide the appropriate Shippers and Confirming Parties with the following information via the Scheduled Quantity document to explain why the Nomination failed or was reduced, as applicable:
 - (i) Transporter shall inform the Shipper that Transporter did not conduct the Confirmation process.
 - (ii) Transporter shall inform Shipper that the Upstream or Downstream Confirming Party, as appropriate, responsible for the Confirmation did not conduct the Confirmation process.
 - (iii) Transporter shall inform Shipper that the Upstream or Downstream Party, as appropriate, did not have the Gas and/or submit the necessary Nomination.
- (j) Nominations are considered to be scheduled and Confirmed when Confirmed Quantities are made available to the Nominating Party and to Confirming Parties via Electronic Communication, or when agreed to by Transporter, by facsimile.

6.2 Confirmation and Scheduling Criteria (continued)

- (k) **Confirmation Balancing.** During each Nomination cycle, Transporter will match the Shipper's Nomination with the related Confirmations from the upstream and downstream Interconnecting Parties. Transporter will treat the lesser of the Nomination and Confirmations at the related Points of Receipt and Points of Delivery as the Shipper's Scheduled Quantity pursuant to Section 6.2. To the extent that Confirmations are received by Transporter in time to complete the Confirmation Balancing process at or prior to the Confirmation deadline, no scheduled imbalance will be created for the Shipper's Nominated transaction. Except as noted below for off-system capacity locations, a Shipper may elect to exempt its Nominations from the confirmation balancing process by notifying Transporter prior to the deadline for the Timely Nomination Cycle for the effective day of the exemption. A Shipper's confirmation balancing election will remain in effect until changed by the Shipper. However, a Shipper's confirmation balancing exemption may be suspended when imbalance activity adversely affects Transporter's ability to provide service to others, adversely affects safe operations of Transporter's system and/or a strained operating condition or critical condition is in effect.

Shippers using off-system capacity pursuant to Section 4.3 of the General Terms and Conditions may not be exempted from the confirmation balancing requirements of this section for those Nominations using off-system capacity.

Upon the determination that exemptions from the confirmation balancing process cannot be supported due to operational reasons, Transporter shall post a notice on its EBB prior to the Evening Nomination Cycle Nomination deadline to be effective the next Gas Day. The notice will indicate the circumstances requiring the suspension, the system impact of the suspension (e.g. the locations or pipeline segments for which the suspension is effective) and an estimated duration of the suspension. Transporter shall post a related notice when the Shippers' elections to be exempted from the confirmation balancing can be reinstated.

6.3 Transportation Service Scheduling of Receipts and Deliveries and Allocation of Capacity

- (a) Scheduling of Receipts and Deliveries. Each Day, Transporter shall schedule the quantities Nominated by Shippers in the order described hereinafter. However, all Scheduled Quantities are subject to Confirmation prior to being designated as Confirmed Quantities.
 - (i) The first quantities scheduled shall be those quantities Nominated by Shippers under Rate Schedules TF-1, TF-HP, and TF-4 for Transportation Service utilizing Primary Capacity. Quantities under Rate Schedule CS-1 will be scheduled equivalently with the related transportation service. If Transporter has insufficient capacity to schedule all quantities Nominated as Primary Capacity, Transporter shall schedule pro rata based on contract entitlement at the point at which the capacity limitation occurs.
 - (ii) The next quantities scheduled shall be those Nominated by Shippers under Rate Schedules TF-1, TF-HP, TSB-Y, TSB-T, NNT-1 and TF-4 for Transportation Service involving Flow Path Secondary Capacity. Quantities through Flow Path Secondary Capacity will be scheduled based on the rate being paid, with highest rate being scheduled first. For purposes of determining the rate being paid, Transporter shall add the Shipper's effective reservation rates converted to a daily rate at a 100 percent load factor and the commodity rate to calculate the Shipper's Effective Daily Rate (EDR). Shippers paying the same rate shall be scheduled on a pro rata basis based on quantities Nominated through Flow Path Secondary Capacity.
 - (iii) The next quantities scheduled shall be those quantities Nominated by Shippers under Rate Schedule TF-1, TF-HP, TSB-Y, TSB-T, NNT-1 and TF-4 for Transportation Service utilizing Secondary Capacity. Secondary Capacity quantities will be scheduled based on rate being paid, with quantities at the highest EDR shall be scheduled on a pro rata basis based on quantities Nominated through Secondary Capacity.
 - (iv) The next quantities scheduled shall be those quantities required by Transporter for system requirements including fuel and shrinkage reimbursement for processing of third party Gas at Transporter's processing plants, and Transporter's retained storage inventory.
 - (v) The next quantities scheduled shall be those quantities Nominated by Shippers under Rate Schedules TI-1 and TI-HP. Under those services, a Shipper paying a higher commodity rate than another Shipper shall be scheduled first. Further, within this group, Shippers paying the same commodity rate shall be scheduled pro rata based on quantities Nominated.

6.3 Transportation Service Scheduling of Receipts and Deliveries and Allocation of Capacity
(a) (continued)

- (vi) The next quantities scheduled shall be those quantities Nominated by Shipper utilizing Overrun Capacity, and involving imbalance quantities, and Rate Schedules PAL-1, PAL-HP, and APAL-1 quantities. Quantities not associated with concurrent receipts or deliveries will only be scheduled when supported by Transporter's ability to deliver extra gas from the pipeline system without a concurrent supply or to receive extra gas into the pipeline system.
 - (A) Notwithstanding Section 6.3(a)(vi)(B) below, Nominations for withdrawal and payback quantities under Rate Schedules PAL-1, PAL-HP and APAL-1 shall be scheduled first before Nominations for Park and/or Loan quantities under Rate Schedules PAL-1 and PAL-HP.
 - (B) For quantities Scheduled within this Section 6.3(a)(vi), quantities will be scheduled based on the priority of the transportation agreement under which the quantity is being Nominated. Quantities Nominated under firm transportation agreements shall be scheduled first in accordance with Sections 6.3(a)(i) and (iii), as appropriate. Quantities Nominated under interruptible transportation agreements or Rate Schedule PAL-1, PAL-HP or APAL-1 agreements shall be scheduled next with quantities associated with higher commodity rates scheduled before those associated with lower commodity rates. Interruptible and Rate Schedule PAL-1, PAL-HP or APAL-1 Nominations carrying the same commodity rate shall be scheduled pro rata based on the quantities Nominated.
 - (C) Authorized Overrun for Points of Delivery on the Valley Line shall be only conditionally scheduled based on the expected capacity and/or Storage Field deliverability available for this service. In the event of capacity limitations, Transporter may interrupt scheduled Authorized Overrun Quantities at Primary Points of Delivery on the Valley Line in advance or during the Gas Day. These quantities shall be interrupted before any quantities are interrupted pursuant to Section 6.3(b), below. Within the category of Valley Line Authorized Overrun Quantities, Transporter shall first interrupt service pursuant to Rate Schedule TF-1 in a pro rata manner based on Nominations. Authorized Overrun Quantities requested under Rate Schedules NNT-1 and NNT-2 from Storage Fields shall be interrupted last, in a pro rata manner based on Nominations.
- (vii) The next quantities scheduled shall be those quantities Nominated by Shipper under Rate Schedule HUB-1. However, within this group, quantities shall be scheduled pro rata based on quantities Nominated.

6.3 Transportation Service Scheduling of Receipts and Deliveries and Allocation of Capacity
(continued)

- (b) Where Transportation Service is interrupted due to capacity limitations, service shall be interrupted pursuant to the following order until the level of Transportation Service equals available capacity. Transporter shall provide as much notice as is practicable prior to implementing any interruption of services.
 - (i) All quantities Nominated under Rate Schedule HUB-1 shall be interrupted first. Further, within this group quantities shall be allocated pro rata based on quantities scheduled.
 - (ii) The next quantities to be interrupted shall be those quantities Nominated utilizing Overrun Capacity except for Authorized Overrun Quantities Nominated at Points of Delivery on the Valley Line. Nominated imbalance quantities and Nominated PAL-1, PAL-HP and APAL-1 quantities shall be interrupted based on the priority of the transportation agreement under which the quantity is being Nominated. Quantities Nominated under interruptible transportation agreements or Rate Schedule PAL-1, PAL-HP or APAL-1 agreements shall be interrupted first with quantities associated with lower commodity rates interrupted before those associated with higher commodity rates. Interruptible and Rate Schedule PAL-1, PAL-HP or APAL-1 Nominations carrying the same commodity rate shall be allocated pro rata based on the quantities Nominated. Quantities Nominated under firm transportation agreements shall be interrupted next on a pro rata basis based on quantities scheduled.
 - (iii) The next quantities to be interrupted shall be those quantities Nominated as interruptible service. The allocation of capacity will be based on the commodity rate being paid. A service at a lower rate than another service shall be interrupted first. Further within this group, Shippers that are paying the same commodity rate shall be allocated pro rata based on quantities scheduled.
 - (iv) The next quantities to be interrupted shall be those quantities required by Transporter for system requirements including fuel and shrinkage reimbursement for processing of third party Gas at Transporter's processing plants, and Transporter retained storage inventory.

6.3 Transportation Service Scheduling of Receipts and Deliveries and Allocation of Capacity
(b) (continued)

- (v) The next quantities to be interrupted shall be those quantities under Rate Schedules TF-4, TSB-Y, TSB-T, NNT-1, NNT-2, TF-HP, TF-1 and CS-1 which are utilizing Primary, Flow Path Secondary and/or Secondary Capacity. All firm Transportation Services will be interrupted pro rata based on contract entitlements at the point at which the capacity limitation occurs. For purposes of this Section 6.2(a)(v), contract entitlement involving non-Primary Capacity shall be the quantity scheduled to flow before the interruption of service.

(c) Special Scheduling Considerations

- (i) The capacity allocated to Shippers who received service under Transporter's former Rate Schedules G-1, P-1, SG-1, and PS-1 shall, in the case of each Shipper, be further allocated to assign to Shipper a Northern System Receipt Capacity, Central System Receipt Capacity, Southern System Receipt Capacity, and storage Deliverability. Shipper's scheduling of quantities between Southern System Receipt Capacity, Central System Receipt Capacity, and Northern System Receipt Capacity shall, in the aggregate, be consistent with Transporter's past Gas purchase practices.
- (ii) Scheduling of Intraday Nominations. For purposes of determining the portion of any Intraday Nomination which is to be scheduled when available capacity is not sufficient to schedule all quantities requested, all Intraday Nominations shall first be cumulated with all prior confirmed daily and Intraday Nominations for that Gas Day and compared to Shipper's MDQ. For the Intraday Nomination being processed, if the cumulated Nomination quantity is in excess of MDQ, that portion of the quantity in excess of MDQ and any subsequently processed Intraday Nominations under that transportation service agreement shall be considered as using Overrun Capacity.
- (iii) Scheduling of Pool Nominations. When required by capacity constraints, Nominations related to Pooling agreement(s) shall be scheduled based on the priorities of the downstream Shipper's transportation service agreement(s). When appropriate, such capacity allocations may supersede the priority ranking provided by the Pooler.

6.3 Transportation Service Scheduling of Receipts and Deliveries and Allocation of Capacity
(continued)

- (d) Special Temporary Interruption Procedure. If Transporter determines that underdeliveries or overdeliveries of Nominated quantities of Gas to Transporter's system or unauthorized overruns of Deliveries from Transporter's system render Transporter unable to meet its total Transportation Service obligations, Transportation Services shall be interrupted as necessary to preserve the operating integrity of the Transporter's transmission system within the area of the system requiring interruption. Such interruption shall continue until Transporter is able to identify the source(s) of such underdeliveries, overdeliveries, or overruns. Transporter shall use reasonable diligence to determine and remedy the cause of the underdeliveries, overdeliveries, or the unauthorized overruns.

Upon identification of the source(s) Transporter shall appropriately adjust quantities attributable to the Party(ies) responsible for such underdeliveries, overdeliveries, or unauthorized overruns and shall reduce or discontinue the interruption of service to other Parties. Transporter shall continue this process until the source(s) and responsible Party(ies) are identified and service is restored to all other Parties.

If Transporter determines to reduce or interrupt service to any Party, Transporter shall provide as much notice as is reasonably possible.

- (e) Special Relief.
 - (i) Gas supply adequacy is solely the responsibility of the Shipper. Gas will not be diverted from one Shipper's account to another Shipper's account to resolve shortage situations in the normal course of business (e.g., through the use of operational flow orders).
 - (ii) However, Essential Human Needs and Minimum Plant Protection Uses should be protected from physical interruption of supply to forestall injury to life or property. If any Shipper of Transporter experiences or anticipates a supply emergency which could cause such injury, such Shipper shall utilize to the fullest extent possible all of Shipper's existing Gas supply arrangements, including storage inventories and available self-help measures to alleviate such emergency prior to requesting assistance from Transporter and other Shippers pursuant to this section.
 - (iii) Any such assistance to resolve such emergencies will be based, to the maximum extent possible, on voluntary, market-based arrangements involving a sale of Gas by a willing seller to the Shipper experiencing the emergency shortage, at a rate negotiated by the Parties to the sale. Such

6.3 Transportation Service Scheduling of Receipts and Deliveries and Allocation of Capacity
(e) (iii) (continued)

transactions could involve the pre-arrangement of portfolios of divertible supply, or short-term arrangements through the use of Transporter's electronic bulletin board, or any other arrangement acceptable to the parties to the sale.

- (iv) Transporter's role will be to facilitate these voluntary arrangements by posting notices on its electronic bulletin board (a) from the Shipper experiencing or expecting a supply emergency, in which such Shipper solicits offers to sell it the needed Gas supplies and (b) from suppliers willing to sell Gas to the Shipper that faces the emergency situation. Further, Transporter will facilitate to the maximum extent practicable the physical Delivery of such emergency supplies where needed, so long as this can be accomplished without affecting other Shippers' rights to capacity. Transporter shall not, however, buy or sell Gas supplies downstream of the point of unbundling to facilitate voluntary arrangements for the resolution of an individual customer emergency. Transporter's authority to buy and sell Gas to preserve system integrity shall be used only when it is reasonable to conclude that an emergency threatens service for major areas of the system.

- (f) Liability for Interruption. If service under this Tariff is interrupted consistent with this Section, Transporter shall not be liable for damages resulting from the implementation of the procedures described herein, except to the extent that such interruptions of service are shown to be the result of negligence or willful misconduct by Transporter. If a court makes such finding, then Transporter shall only be liable for its proportionate amount of negligence.

6.4 Storage Service - Scheduling of Receipts and Deliveries, and Allocation of Capacity.
CIG Mainline Storage, Young Storage, and Totem Storage will be treated separately for purposes of this section.

- (a) Storage Withdrawal Delivery Point. If a Shipper Nominates quantities from storage and such quantities have been injected utilizing third party transportation service, Transporter shall have the right to bill for quantities Tendered at the Point of Delivery.
- (b) Scheduling of Storage Service. The following provisions relate exclusively to the scheduling and allocation of capacity where available storage capacity is insufficient to provide service to all customers desiring service at the level of service requested. Where Storage Service is interrupted or restricted due to capacity limitations, such interruption shall be consistent with the following provisions.

6.4 Storage Service - Scheduling of Receipts and Deliveries, and Allocation of Capacity.
(continued)

- (c) Scheduling of Injections and Withdrawals. On any Day when Nominations exceed capacity, Transporter shall schedule the quantities Nominated by Shippers for injection into or withdrawal from storage in the order described hereinafter:
 - (i) The first quantities scheduled shall be those quantities required to meet Transporter's system management.
 - (ii) The next quantities scheduled shall be those quantities required to meet Transporter's firm storage Shippers' Nominated quantities. If capacity is not available to serve all such firm Nominations, the available capacity shall be allocated pro rata based upon Shipper's MDIQ/YMDIQ/TMDIQ or ADWQ/YADWQ/TADWQ, as appropriate.
 - (iii) The next quantities scheduled shall be those quantities required to meet Transporter's interruptible storage Shippers' Nominated quantities.
 - (A) Injections shall be scheduled as follows: Quantities to which higher rates are applicable shall be scheduled before quantities to which lower rates are applicable. Nominations of quantities to which a higher rate is applicable shall be fully satisfied before any Nominated quantities to which a lower rate is applicable are scheduled. Where the rate is the same and capacity is not available, service shall be pro rata based on quantities Nominated.
 - (B) Withdrawals shall be scheduled on a pro rata ^{1/} basis, provided however, that no Shipper shall receive capacity in excess of that Shipper's Nomination. If any Shipper's pro rata share exceeds the quantity Nominated on any Day by that Shipper, the difference between the pro rata share and the Nominated quantity shall be shared pro rata 1/ among Shippers Nominating quantities in excess of their pro rata shares. A Shipper who does not Nominate quantities equal to its pro rata share on any Day may Nominate quantities equal to its pro rata share on any subsequent Day of the Month, and Transporter shall schedule such quantities.
- ^{1/} For purposes of scheduling of withdrawals from storage only, a Shipper's pro rata share shall equal that Shipper's total quantity of Gas in Place (G.P.) divided by the total G.P. under Rate Schedule IS-1, Rate Schedule IS-T or Rate Schedule IS-Y as of the most current Day allocated.
- (iv) The next quantities scheduled for injection or withdrawal shall be authorized firm storage overrun quantities.

6.4 Storage Service - Scheduling of Receipts and Deliveries, and Allocation of Capacity.
(continued)

- (d) Allocation of Injection and Withdrawal Capacity. If the capacity expected to be available for either injection or withdrawal from storage on any Day is less than the scheduled quantities for any reason, then Transporter shall inject into and withdraw Gas from storage consistent with the following priorities:
 - (i) The first quantities to be injected or withdrawn shall be those quantities required to meet Transporter's system management.
 - (ii) The next quantities to be injected or withdrawn shall be those firm storage service quantities. Within this group, injection and withdrawal capacity shall be shared pro rata on the basis of Shipper's MDIQ/YMDIQ/TMDIQ or ADWQ/YADWQ/TADWQ, as appropriate.
 - (iii) The next quantities to be injected or withdrawn shall be Interruptible Storage Service quantities.
 - (A) Injection shall be performed as follows: Quantities to which higher rates are applicable shall be scheduled before quantities to which lower rates are applicable. Nominations of quantities to which a higher rate is applicable shall be fully satisfied before any Nominated quantities to which a lower rate is applicable are scheduled. Where the rate is the same and capacity is not available, service shall be pro rata based on quantities Nominated.
 - (B) Withdrawals shall be scheduled on a pro rata ^{2/} basis, provided however, that no Shipper shall receive capacity in excess of that Shipper's Nomination. If any Shipper's pro rata share exceeds the quantities Nominated on any Day by that Shipper, the difference between the pro rata share and the Nominated quantity shall be shared pro rata ^{2/} among Shippers Nominating quantities in excess of their pro rata shares. A Shipper who does not Nominate quantities equal to its pro rata share on any Day may Nominate quantities equal to its pro rata share on any subsequent Day of the Month, and Transporter shall schedule such quantities.
- ^{2/} For purposes of scheduling of withdrawals from storage only, a Shipper's pro rata share shall equal that Shipper's total quantity of Gas in Place (G.P.) divided by the total G.P. under Rate Schedules IS-1, IS-T or IS-Y as of the most current Day allocated.
- (iv) The last quantities to be injected or withdrawn shall be authorized firm storage overrun quantities.

6.4 Storage Service - Scheduling of Receipts and Deliveries, and Allocation of Capacity.
(continued)

- (e) Liability for Interruption. If service under this Tariff is interrupted consistent with this Section 6, Transporter shall not be liable for damages resulting from the implementation of the procedures described herein, except to the extent that such interruptions of service are shown to be the result of negligence or willful misconduct by Transporter. If a court makes such a finding, then Transporter shall only be liable for its proportionate amount of negligence.

6.5 Requests for Intraday Variable Deliveries

(a) Variable Delivery Request Communication

- (i) Transporter shall accept Variable Delivery Requests twenty-four (24) hours a Day via Transporter's electronic bulletin board (EBB). Transporter's interactive website will also contain after hours and emergency contacts in the event normal EBB communication is unavailable.
- (ii) Except as provide for in Rate Schedules TSB-Y and TSB-T, variable delivery requests received by Transporter at or prior to the top of each hour shall be considered valid for the two- and four-hour requirements for notification for the Delivery hours two and four hours following the notice. Requests received after the top of the hour will be effective with the next notice period.
- (iii) Shippers should provide to Transporter the appropriate after hours and emergency contacts for Intraday services in the event of normal EBB communication is unavailable.
- (iv) In the event that Shipper's contact data is not current, Transporter shall not be liable to Shipper for any damages or losses that may occur as a result of Transporter's inability to communicate with Shipper.

(b) Intraday Variable Delivery Support Information

- (i) Based on Shipper's flowing and Hourly Entitlement Enhancement Nominations at a Point of Delivery, the following information will be available via Transporter's EBB:
 - (A) Total Nominations (i.e. the physical Daily Delivery quantity)
 - (B) Total Hourly Entitlement Enhancement Nomination
 - (C) Maximum Hourly Delivery Quantity

6.5 Requests for Intraday Variable Deliveries
(b) (continued)

- (ii) Based on the Storage Period, a No-Notice and/or Firm Storage Shipper will have access to the following information via Transporter's EBB:
 - (A) Maximum Daily Injection and Withdrawal Quantities
 - (B) Available Injection and Withdrawal Quantities
 - (C) Intraday Hourly Delivery Enhancements on a No-Notice, two-hour notice and four-hour notice basis availability
 - 1. Peak Hour Deliverability
 - 2. Three Hour Peak
 - 3. Remaining Average Hourly Deliverability (based on the next full Hour after the notice period)
- (c) Intraday Request for Enhanced Hourly Deliveries via Transporter's EBB
 - (i) Hourly Entitlement Flexibility
 - (A) Deliveries up to the combination of Hourly Enhanced and flowing Nominations are automatically available during any Hour.
 - (B) At each location, Shippers are limited to the Nominated flowing Gas quantity for the full Day.
 - (C) At the Shipper's option, an hourly profile may be submitted electronically which may improve service performance and will provide a reliability check that the proposed hourly Deliveries can be supported by the existing flowing and Hourly Enhanced Nominations.
 - (D) At locations supported by a swing contract and at the swing contract holder's option, an hourly profile may be submitted electronically that includes all the flowing and entitlement enhancement Nominations which may improve service performance and will provide a reliability check that the proposed hourly Deliveries can be supported at the location level.
 - (ii) Firm Storage and No-Notice Transportation Requests for Enhanced Hourly Deliveries via Transporter's EBB.
 - (A) For each notice level, an Enhanced Delivery Request may be submitted for the full hourly peak, three-hour peak and remaining average hourly Delivery quantities.
 - (B) At the Shipper's option, an hourly profile may be submitted electronically which may improve service performance and will provide a reliable check that the proposed hourly Deliveries can be supported by hourly storage available.

6.5 Requests for Intraday Variable Deliveries (continued)

- (d) NNT requests for Overrun Delivery Service via Transporter's EBB.
 - (i) NNT Shippers may request Overrun Delivery Service at any time through the first 20 Hours of the Day.
 - (ii) If the NNT Authorized Overrun request(s) are approved by Transporter's Gas Control, such Authorized Overrun quantity will provide a 1-for-1 increase in the NNT Shipper's Hourly entitlements beginning at the fourth full hour following the NNT Authorized Overrun request. Such hourly increases shall be based on 1/24th of the Authorized Overrun Quantity.
 - (iii) At the Shipper's option, an hourly profile may be submitted electronically which may improve service performance and will provide a reliable check that the proposed hourly Deliveries can be supported by the existing flowing and Hourly Enhanced Nominations and the NNT Authorized Overrun request.
- (e) Rate Schedule NNT-1 Short Notice Delivery Request Process
 - (i) Short Notice Diversions are limited to the lesser of the hourly quantities described in Paragraphs (ii) and (iii) below or the maximum hourly diversion quantity posted on Transporter's EBB for the Short Notice Diversion operational area associated with the Short Notice Point of Delivery selected by Shipper.
 - (ii) Two Hour Notification
 - (A) Shipper may provide a request to Transporter via Transporter's EBB for Hourly Diversions of the quantities specified in Section 2.3(b)(i) of Rate Schedule NNT-1.
 - (B) Short Notice Diversions are limited to Shipper's designated Short Notice Points of Delivery.
 - (C) In any hour, Short Notice Diversions may not exceed 1/24 of the quantity scheduled at Shipper's NNT Balancing Point pursuant to Section 2.1(d) of Rate Schedule NNT-1.
 - (D) Short Notice Diversions shall result in an equal and opposite adjustment to the NNT Balancing Point Scheduled Quantity available for allocation to Shipper's Primary Points of Delivery and/or for Storage Service injection.

6.5 Requests for Intraday Variable Deliveries
(e) (continued)

(iii) Four Hour Notification

- (A) Shipper may provide a request to Transporter via Transporter's EBB for Hourly Deliveries from Shipper's NNT-1 available storage inventory.
- (B) Short Notice Diversions are limited to Shipper's designated Short Notice Points of Delivery.
- (C) Short Notice Diversions may not exceed the current limits of Shipper's NNT storage availability as specified in Section 2.2(b) of Rate Schedule NNT-1 in any Hour.
- (D) Short Notice Diversions shall result in an equal and opposite adjustment to Shipper's NNT Storage withdrawal capacity available for allocation to Shipper's Primary Points of Delivery.

6.6 Rate Schedules PAL-1, PAL-HP and APAL-1 Nominations and Confirmations - All Nominations and Confirmations related to Rate Schedules PAL-1, PAL-HP and APAL-1 services are subject to the procedures set forth in Section 6.1.

6.7 Pooling Nominations. Except when noted below, all Nominations related to Pools are subject to the Nomination procedures set forth in Section 6.1.

- (a) With respect to Nomination Data Elements, Section 6.1(b) is applicable except that all Pooling Nominations will identify the Pool as the Point of Delivery.
- (b) With respect to Daily and Intraday Nomination and Confirmation schedules, the Pooler is responsible for submission of appropriate Pooling Nominations to support Confirmation of the Pool.
- (c) With respect to Nominated Imbalance Quantities, Poolers may not Nominate out of balance except to resolve verified, pre-existing imbalances.

6.8 HUB Nominations. All Nominations related to HUB services are subject to the procedures set forth in Section 6.1

- (a) With respect to Nominated imbalance quantities, Shippers may not Nominate out of balance, except to resolve existing imbalances.

6.9 Title Transfer Tracking Service

- (a) At a minimum, Transporter should be responsible for accommodating Title Transfer Tracking ("TTT") services at all points identified by Transporter as pooling points, where TTT services are requested. In absence of existing pooling points or in addition to existing pooling points where access to TTT activity is not reasonably accessible for supply receipt locations covered by an OBA, Transporter should be responsible for accommodating TTT at no less than one location. (NAESB Standard 1.3.64)
- (b) The Title Transfer Tracking services should be supported by means of the Nominations, Quick Responses and Scheduled Quantities processes. At Transporter's election, the Confirmation process may also be utilized with Title Transfer Tracking Service Providers within the Transporter's system. (NAESB Standard 1.3.65)
- (c) Transporter shall provide service as a Title Transfer Tracking Provider ("TTTSP") at its designated pooling points. Parties wishing to transfer title to other parties using Transporter's TTT services must hold a pooling account with Transporter. Third Party Account Administrators ("3PADS") must hold a pooling account with Transporter and must follow the procedures and requirements for Nominations, Quick Responses and Scheduled Quantities.
- (d) Transporter may facilitate TTT services at individual locations where such services are requested.

6.10 Planning Information. Transporter may request other planning information by agreement, as needed from time to time and Shipper shall comply with all reasonable requests.

- (i) Planning Information timely requested by Transporter for Transporter's Gas Control operations shall be provided prior to the start of the Gas Day as necessary and as often throughout the Day as advisable.
- (ii) Planning Information concerning Shipper's NNT Balancing allocation preferences should be provided prior to Cycle 1. Such allocation preferences will remain in place until changed by Shipper.

7. RESPONSIBILITY FOR GAS AND PRODUCTS

- 7.1 Responsibility for Gas. Shipper shall be in exclusive control and possession of the Gas until such has been received by Transporter at the Point(s) of Receipt and after such Gas has been received by Shipper, or for Shipper's account, at the Point(s) of Delivery. Transporter shall be in exclusive control and possession of such Gas while it is in Transporter's possession. The Party which is or is deemed to be in exclusive control and possession of such Gas shall be responsible for all injury, damage, loss, or liability caused thereby.
- 7.2 Responsibility for Products. Any Shipper, or its designee, may exercise its rights to process and remove Products from its Gas prior to Delivery to Transporter. Provided, however, if Shipper, or its designee, does not exercise its rights to process and remove Products from its Gas prior to Delivery to Transporter, the following provisions shall apply.

If Shipper, or its designee, timely notifies Transporter, in writing, of its election to exercise its rights to process its Gas, then Transporter may process or cause to have processed such Gas if Transporter and Shipper agree upon the terms and conditions under which the Gas is to be processed.

Shippers, who have not elected to exercise their rights to process their Gas, shall have no rights with respect to Products obtained by Transporter from the Gas while the Gas is in Transporter's possession. Title to all such products shall vest in Transporter and the nonelecting Shipper shall indemnify Transporter against all damages, costs, and expenses of any nature whatsoever arising from any claim relating to said Products or the right to payment for same.

8. Operating Provisions

8.1 Firm Transportation Service

- (a) Estimates. For planning purposes, Transporter may, from time to time, request estimates of Shipper's annual quantity, average daily quantity, or peak Day quantities for each agreement. In the event that such a request is made, Shipper shall reply in writing within 45 days of the request.
- (b) Segmentation of Capacity
 - (i) Applicability. Any Shipper receiving firm Transportation Service under Rate Schedules TF-1 and NNT-1 may Segment its capacity pursuant to the provisions and restrictions of this Section. Segmentation may be accomplished on a self-implementing basis, by Nomination or capacity release, at any Point on Transporter's system.
 - (ii) General Prerequisites for Segmentation on Transporter's Transmission System. To maintain the integrity and reliability of Transporter's operationally complex transmission system, the following prerequisites for Segmentation have been established to ensure that Segmentation is supported to the greatest extent possible without detriment to, or degradation of, any Shipper's service.
 - (A) At a minimum, at least a portion of the Receipt-to-Delivery Flow Path on each nominated Segment lies within Shipper's Primary Receipt-to-Delivery Flow Path.
 - (B) Segmentation capacity may not exceed Shipper's Primary Capacity.
 - (C) Segmentation is permitted in any direction of flow; however, Segmentation requests for flow which are opposite to the Primary Receipt-to-Delivery Flow Path are incremental to any other Segmentation activity on the same pipeline Segment when considering the Primary Capacity limitation.
 - (D) Segmentation is subject to the availability of capacity and existing contractual obligations at and between the new Points of Receipt and/or Delivery established as a result of Segmentation.
 - (E) The Thermal Content of Gas being received at segmented points must be no less than the Thermal Content of Gas received at the original Point(s) of Receipt under the Shipper's transportation service agreement.

8.1 Firm Transportation Service

(b) (continued)

- (iii) In addition to the prerequisites of Section 8.1(b)(ii) the following will also apply for the Reticulated System:
 - (A) the impact of the requested Segmentation on the overall Thermal Content of the Gas on Transporter's Reticulated System,
 - (B) the impact of the requested Segmentation on the direction of Gas flow across the various operational Segments of the Reticulated System,
 - (C) the availability of capacity at new Receipt or Delivery Points that a Shipper uses as a result of Segmentation,
 - (D) the impact of the requested Segmentation on displacement capacity, and
 - (E) the impact to Transporter's storage field operations.
- (iv) Implementation of Segmentation. Transporter's Nomination and capacity release systems have been modified to accommodate Segmented transactions in keeping with the prerequisites enumerated in Section 8.1(b)(ii).
 - (A) Shippers Nominating outside the Receipt-to-Delivery Flow path shall be subject to the "one foot in bounds" rule. Segmentation rights shall not be affected as long as some portion of the nominated Receipt-to-Delivery Flow Path is within the Primary Receipt-to-Delivery Flow Path.
 - (B) Transactions that are opposite to the Primary Receipt-to-Delivery Flow Path are distinguished from the Shipper's Primary Capacity and shall be scheduled as Secondary Capacity up to the Shipper's MDQ.
 - (C) Segmentation transactions outside the Primary Receipt-to-Delivery Flow Path are to be scheduled as Secondary for invoicing. The highest usage of the agreement on any Segment utilizing Primary or Flow Path Secondary Capacity will be considered as a base. If this base utilization plus any utilization completely outside of the Primary Receipt-to-Delivery Flow Path is in excess of the agreement MDQ, such excess will be invoiced as Authorized Overrun.

8.1 Firm Transportation Service

(b) (iv) (continued)

- (D) Both Releasing and Replacement Shippers may utilize Secondary Capacity. However, the combined Nominations of such Shippers on any Segment are limited to the original contractual MDQ and to the provisions of Section 8.1(b)(iii) above. Based on their capacity release contract MDQs, Secondary Capacity on a Segment shall be allocated on a pro rata basis between the Releasing and Replacement Shippers up to the original contractual MDQ. Capacity remaining above the Secondary Capacity allocation shall be allocated and invoiced as Authorized Overrun.
- (E) A firm Shipper (or a Releasing Shipper and a Replacement Shipper participating in a capacity release) may segment its capacity by simultaneously transporting its full MDQ in a forward haul and its full MDQ in a backhaul (opposite to the Primary Receipt-to-Delivery Flow Path) to the same delivery point.
- (F) Control of Segmentation. In addition to the prerequisites established in Section 8.1(b)(ii), Transporter reserves the right at any time to control or restrict Segmentation when, in Transporter's sole discretion, such Segmentation would result in a degradation of service or pose a threat to the sound operation of Transporter's system. Such control or restriction may be necessary to ensure that critically sourced Gas is available when and where it is needed during times of normal, as well as critical operations. Such control will be effected through the issuance of strained operating conditions, critical conditions or operational flow orders.

(c) Segmentation and Secondary Points for Rate Schedule TF-1 Shippers

(i) Segmentation. Shipper may Nominate Segmented transactions at any time.

- (A) Shipper utilizing Transporter's mainline system Segmentation Point(s) shall pay the maximum reservation and commodity rates under Rate Schedule TF-1 for the portion of Shipper's quantities utilizing Segmentation, unless otherwise agreed by Transporter. Shipper utilizing North Raton Lateral Segmentation Point(s) shall pay the maximum reservation and commodity rates under Rate Schedule TF-1 for the portion of Shipper's quantities utilizing Transporter's mainline system Segmentation and the additional applicable North Raton Lateral reservation and commodity rate(s) for utilizing North Raton Lateral Segmentation Point(s) unless otherwise agreed by

8.1 Firm Transportation Service

- (c) (i) (A) (continued)
Transporter. (See Section 9.24 of the General Terms and Conditions regarding invoicing for capacity release transactions). In no event shall Shipper be entitled to more Transportation Service than is provided for under the agreement. Shipper's entitlements at the existing Primary Points of Receipt and/or Delivery are not affected by Segmentation.
- (B) Shipper utilizing High Plains System Segmentation Point(s) shall pay the maximum reservation and commodity rates under Rate Schedule TF-1 for the portion of Shipper's quantities utilizing Transporter's mainline system Segmentation and an additional Rate Schedule TF-HP maximum reservation and Commodity rate for utilizing High Plains Segmentation Points unless otherwise agreed by Transporter. Additionally, Shipper shall furnish High Plains System Fuel Gas and Lost, Unaccounted-For and Other Fuel Gas in addition to the appropriate mainline fuel. (See Section 9.24 of the General Terms and Conditions regarding invoicing for capacity release transactions).
- (ii) Shipper may Nominate for Transportation Service at Secondary Point(s) outside the Primary Receipt- to-Delivery Flow Path.
 - (A) Secondary Point(s) may be any Point(s) of Receipt and/or Point(s) of Delivery on Transporter's mainline system or North Raton Lateral. Shipper utilizing Secondary Point(s) shall pay the maximum reservation and commodity rates under Rate Schedule TF-1 for the portion of Shipper's quantities utilizing Secondary Points, unless otherwise agreed by Transporter. Shipper utilizing Secondary Point(s) on the North Raton Lateral will pay the applicable North Raton Lateral maximum reservation and commodity rate(s) for Transportation Service unless otherwise agreed by Transporter. In no event shall Shipper be entitled to more Transportation Service than is provided for under the agreement.
 - (B) Secondary Point(s) may be any Point(s) of Receipt and/or Point(s) of Delivery on the High Plains System. Shipper utilizing Secondary Point(s) on the High Plains system are not eligible for one hour Nomination service and will pay an additional Rate Schedule TF-HP maximum reservation and commodity rate for Transportation unless otherwise agreed by Transporter. Additionally, Shipper shall furnish High Plains System Transportation Fuel Gas and Lost, Unaccounted-For and Other Fuel Gas in addition to the appropriate mainline fuel charges.

8.1 Firm Transportation Service (continued)

(d) Segmentation and Secondary Points for Rate Schedule TF-4 Shippers

- (i) A Shipper may Nominate for Transportation Service at any Secondary Point(s) of Receipt and/or Delivery provided such Point(s) of Delivery are to Shipper's system and are for the same service area being served by Deliveries at the Primary Point(s) of Delivery. Shipper's Nominations for Transportation Service at Secondary Point(s) of Receipt and/or Delivery shall be limited such that in no event, except overrun, shall Shipper be afforded more capacity on any Receipt-to-Delivery Flow Path than Shipper's reserved capacity on such Receipt-to-Delivery Flow Path. Shipper utilizing Secondary Point(s) will pay the maximum rate under this Rate Schedule for the portion of Shipper's quantities utilizing Secondary Points, unless otherwise agreed by Transporter.

Transportation service at or involving Secondary Point(s) of Receipt and Delivery shall be scheduled subject to capacity availability, following all firm Transportation service between Primary Point(s) of Receipt and Delivery and ahead of any interruptible Transportation Service.

- (ii) Any use of Secondary Point(s) shall be subject to the Joint Monthly Operating Plan and operational fFlow orders.

(e) Segmentation and Secondary Points for Rate Schedule TF-HP Shippers

- (i) Segmentation. Shipper may Nominate Segmented transactions at any time.
 - (A) Shipper utilizing High Plains System Segmentation Point(s) shall pay the maximum reservation and commodity rates under this Rate Schedule for the portion of Shipper's quantities utilizing Segmentation, unless otherwise agreed by Transporter. (See Section 9.24 of the General Terms and Conditions regarding invoicing for capacity release transactions).
 - (B) Shipper utilizing Transporter's mainline system Segmentation Point(s) shall pay the maximum reservation and commodity rates under this Rate Schedule for the portion of Shipper's quantities utilizing High Plains Segmentation and an additional Rate Schedule TF-1 maximum reservation and commodity rate for utilizing Transporter's mainline Segmentation. Shipper utilizing North Raton Lateral Segmentation Point(s) shall pay the additional applicable North Raton Lateral maximum reservation and commodity rate(s) for the portion of Shipper's quantities utilizing North Raton Lateral Segmentation Point(s) unless otherwise agreed by Transporter. Additionally, Shipper shall furnish Transporter's Mainline Transportation Fuel Gas and Lost, Unaccounted-For and Other Fuel Gas, unless otherwise agreed by Transporter (See Section 9.24 of the General Terms and Conditions regarding invoicing for capacity release transactions).

8.1 Firm Transportation Service)

(e) (continued)

(ii) Shipper may Nominate for Transportation Service at Secondary Point(s) outside the Primary Receipt-to-Delivery Flow Path.

(A) Secondary Point(s) may be any Point(s) of Receipt and/or Point(s) of Delivery on the High Plains System. Shipper utilizing Secondary Point(s) on the High Plains System shall pay the maximum reservation and commodity rates under this Rate Schedule for the portion of Shipper's quantities utilizing Secondary Points, unless otherwise agreed by Transporter.

(B) Secondary Point(s) may be any Point(s) of Receipt and/or Point(s) of Delivery on Transporter's mainline system or North Raton Lateral. Shipper utilizing Secondary Point(s) on Transporter's mainline system will no longer be eligible for one hour Nomination service and will pay an additional Rate Schedule TF-1 maximum reservation and commodity rate for Transportation. Shipper utilizing North Raton Lateral Segmentation Point(s) shall pay additional applicable North Raton Lateral maximum reservation and commodity rate(s) for the portion of Shipper's quantities utilizing North Raton Lateral Segmentation Point(s) unless otherwise agreed by Transporter. Shipper utilizing Secondary Point(s) off the High Plains System will no longer be eligible for one hour Nomination service. Additionally, Shipper shall furnish Transporter's Mainline Transportation Fuel Gas and Lost, Unaccounted-For and Other Fuel Gas.

(f) Segmentation and Secondary Points for Rate Schedule NNT-1 Shippers

(i) Segmentation. Shipper may Nominate Segmented transactions at and between the Primary Points of Receipt and Delivery on Transporter's Wyoming System at any time. Further, pursuant to the provisions of Section 4 of the General Terms and Conditions, Shipper may request that Points of Receipt and Delivery be authorized for Segmentation on the Reticulated System between the Primary Points of Receipt and Delivery. Once approved, such Points of Receipt and Delivery on the Reticulated System may be Nominated as Segmentation transactions at any time. Shipper utilizing Segmentation Point(s) shall pay the maximum reservation and commodity rates under this Rate Schedule for the portion of Shipper's quantities utilizing Segmentation unless otherwise agreed by Transporter (see Section 9.24 of the General Terms and Conditions regarding invoicing for capacity release transactions). In no event shall Shipper be entitled to more Transportation Service than is provided for under the agreement. Shipper's entitlements at the existing Primary Points of Receipt and/or Delivery are not affected by Segmentation.

8.1 Firm Transportation Service

(f) (continued)

- (ii) Shipper may Nominate at Secondary Point(s) of Delivery under this Rate Schedule outside the Primary Receipt-to-Delivery Flow Path. Shipper utilizing such Secondary Point(s) shall pay the maximum reservation rate and maximum commodity rate under this Rate Schedule for the portion of Shipper's quantities utilizing Secondary Point(s) of Delivery, unless otherwise agreed by Transporter. Shipper may also Nominate at Secondary Point(s) of Receipt. When Nominating at Secondary Point(s) of Receipt, service shall be considered as equivalent to Service under Rate Schedule TF-1. For such service, Shipper shall pay the maximum Rate Schedule NNT-1 reservation rate and maximum commodity rate under Rate Schedule TF-1 for the portion of Shipper's quantities utilizing secondary receipt capacity, unless otherwise agreed by Transporter. In no event shall Shipper be entitled to more service than is provided for under the agreement.

(g) Segmentation and Secondary Points for Rate Schedule TSB-Y Shippers

- (i) Segmentation. Shipper may Nominate Segmented transactions at any time.
 - (A) Shipper utilizing High Plains System Segmentation Point(s) shall pay the maximum reservation and commodity rates under this Rate Schedule for the portion of Shipper's quantities utilizing High Plains System Segmentation, unless otherwise agreed by Transporter. (See Section 9.24 of the General Terms and Conditions regarding invoicing for capacity release transactions).
 - (B) Shipper utilizing Transporter's mainline system Segmentation Point(s) shall pay the maximum reservation and commodity rates under this Rate Schedule for the portion of Shipper's quantities utilizing High Plains System Segmentation and an additional Rate Schedule TF-1 maximum reservation and commodity rate for utilizing Transporter's mainline system Segmentation, unless otherwise agreed by Transporter. Shipper utilizing North Raton Lateral Segmentation Point(s) shall pay the additional applicable North Raton Lateral maximum reservation and commodity rate(s) for the portion of Shipper's quantities utilizing North Raton Lateral Segmentation Point(s) unless otherwise agreed by Transporter. Shipper utilizing System Segmentation Point(s) on Transporter's mainline system will no longer be eligible for one hour Nomination service. Additionally, Shipper shall furnish appropriate CIG mainline fuel in addition to High Plains System Transportation Fuel Gas and Lost, Unaccounted-For and Other Fuel Gas. (See Section 9.24 of the General Terms and Conditions regarding invoicing for capacity release transactions).

8.1 Firm Transportation Service

(g) (continued)

- (ii) Shipper may Nominate for Transportation Service at Secondary Point(s) outside the Primary Receipt-to-Delivery Flow Path.
 - (A) Secondary Point(s) may be any Point(s) of Receipt and/or Point(s) of Delivery on the High Plains System. Shipper utilizing Secondary Point(s) on the High Plains System shall pay the maximum reservation and commodity rates under this Rate Schedule for the portion of Shipper's quantities utilizing Secondary Points, unless otherwise agreed by Transporter.
 - (B) Secondary Point(s) may be any Point(s) of Receipt and/or Point(s) of Delivery on Transporter's mainline system or North Raton Lateral. Shipper utilizing Secondary Point(s) off the High Plains System will pay an additional Rate Schedule TF-1 maximum reservation and commodity rate for Transportation. Shipper utilizing Secondary Point(s) on the North Raton Lateral will pay the additional applicable North Raton Lateral maximum reservation and commodity rate(s) for Transportation Service unless otherwise agreed by Transporter. Shipper utilizing Secondary Point(s) off the High Plains System will no longer be eligible for one hour Nomination service. Additionally, Shipper shall furnish Transporter's mainline Transportation Fuel Gas and Lost, Unaccounted-For and Other Fuel Gas.
- (h) Segmentation and Secondary Points for Rate Schedule TSB-T Shippers
 - (i) Segmentation. Shipper may Nominate Segmented transactions at any time.
 - (A) Shipper utilizing High Plains System Segmentation Point(s) shall pay the maximum reservation and commodity rates under this Rate Schedule for the portion of Shipper's quantities utilizing High Plains System Segmentation, unless otherwise agreed by Transporter. (See Section 9.24 of the General Terms and Conditions regarding invoicing for capacity release transactions).
 - (B) Shipper utilizing Transporter's mainline system Segmentation Point(s) shall pay the maximum reservation and commodity rates under this Rate Schedule for the portion of Shipper's quantities utilizing High Plains System Segmentation and an additional Rate Schedule TF-1 maximum reservation and commodity rate for utilizing Transporter's mainline system Segmentation, unless otherwise agreed by Transporter. Shipper utilizing North Raton Lateral Segmentation Point(s) shall pay the additional applicable North Raton Lateral maximum reservation and commodity rate(s) for the portion of Shipper's quantities utilizing North Raton Lateral Segmentation Point(s) unless otherwise agreed by Transporter. Shipper utilizing system Segmentation Point(s) on Transporter's mainline system will no longer be eligible for one hour Nomination service. Additionally, Shipper shall furnish appropriate Transporter's Mainline Fuel in addition to

8.1 Firm Transportation Service

(h) (i) (B) (continued)

High Plains System Transportation Fuel Gas and Lost, Unaccounted-For and Other Fuel Gas and Totem Storage Fuel and Unaccounted-For Gas. (See Section 9.24 of the General Terms and Conditions regarding invoicing for capacity release transactions).

(ii) Shipper may Nominate for Transportation Service at Secondary Point(s) outside the Primary Receipt-to-Delivery Flow Path.

(A) Secondary Point(s) may be any Point(s) of Receipt and/or Point(s) of Delivery on the High Plains System. Shipper utilizing Secondary Point(s) on the High Plains System shall pay the maximum reservation and commodity rates under this Rate Schedule for the portion of Shipper's quantities utilizing Secondary Points, unless otherwise agreed by Transporter.

(B) Secondary Point(s) may be any Point(s) of Receipt and/or Point(s) of Delivery on Transporter's mainline system or North Raton Lateral. Shipper utilizing Secondary Point(s) off the High Plains System will pay an additional Rate Schedule TF-1 maximum reservation and commodity rate for Transportation. Shipper utilizing Secondary Point(s) on the North Raton Lateral will pay the additional applicable North Raton Lateral maximum reservation and commodity rate(s) for Transportation Service unless otherwise agreed by Transporter. Shipper utilizing Secondary Point(s) off the High Plains System will no longer be eligible for one hour Nomination service. Additionally, Shipper shall furnish Transporter's Mainline Transportation Fuel Gas and Lost, Unaccounted-For and Other Fuel Gas.

(i) Revisions to Primary Points applicable to Rate Schedule TF-1, TF-HP, TSB-Y and TSB-T Shippers

(i) Pursuant to the provisions of Section 8 of the General Terms and Conditions, Shipper may request changes in Primary Point(s) of Receipt and/or Delivery.

(A) Requests for such changes shall be made in writing no less than 20 Days prior to the Day on which Shipper desires such change to be effective. Transporter shall use reasonable efforts to accommodate Shipper if a request for change is made less than 20 Days before the desired effective date.

(B) Transporter shall grant such changes if the direction of the Gas flow is unchanged, capacity is available, and the change can be made without adversely affecting system operations or other firm obligations at the new or existing Primary Point.

8.1 Firm Transportation Service

(i) (i) (continued)

- (C) Any changes in Point(s) of Receipt and/or Delivery shall result in a corresponding one-for-one reduction in entitlement at the existing Point(s) of Receipt and/or Delivery.
 - (ii) Contract quantity at the new Primary Point(s) shall be subject to the maximum applicable reservation rate for the remaining term of the agreement, unless otherwise agreed by Transporter.
 - (iii) Shippers who request Primary Point revisions on Transporter's mainline or on the North Raton Lateral to Points of Receipt and Points of Delivery on the High Plains System will be required to execute a TF-HP transportation service agreement for the portion of service not on the Transporter's mainline system or North Raton Lateral .
 - (iv) Shippers who request Primary Point revisions from the High Plains System to Points of Receipt or Points of Delivery on Transporter's mainline system will be required to execute a TF-1 transportation service agreement for the portion of service not on the High Plains System.
- (j) Revisions to Primary Points applicable to Rate Schedule TF-4 Shippers.
- (i) All provisions of Section 8.1(i)(i) shall apply to TF-4 Shippers.
- (k) Revisions to Primary Points applicable to Rate Schedule TF-4, TF-HP, NNT-1, NNT-2, TSB-Y, TSB-T Shippers.
- (i) Transporter shall grant such change requests to the Primary Points(s) of Receipt and/or Delivery if the changes do not affect Transporter's rights or Shipper's obligations with respect to operational flow orders discussed in Section 11 of the General Terms and Conditions.
- (l) Revisions to Primary Points applicable to Rate Schedule NNT-1 Shippers.
- (i) Shipper may request changes in Primary Point(s) of Delivery.
 - (ii) The provisions of Section 8.1 (i) (i) (ii) and (iii) shall apply to NNT-1 Shippers.
- (m) Revisions to Primary Points applicable to Rate Schedule NNT-2 Shippers.
- (i) Shipper may request changes in Primary Point(s) of Delivery.
 - (ii) The provisions of Section 8.1 (i)(i) shall apply to NNT-2 Shippers.

8.1 Firm Transportation Service (continued)

- (n) Revisions to Primary Points applicable to Rate Schedule TSB-Y and TSB-T Shippers.
 - (i) Shippers who request Primary Point revisions from the High Plains System on to Transporter's mainline system will no longer be eligible for one hour Nomination service.
- (o) Revisions to Primary Points applicable to Rate Schedule TSB-T Shippers.
 - (i) All provisions of Section 8.1 (m) (i)(ii)(iii) will apply to Rate Schedule TSB-T Shippers.
 - (ii) Transporter shall grant such changes if the direction of the Gas flow is unchanged.
- (p) Unauthorized Overrun Penalties. Transporter, at its option, will impose daily and hourly penalties for Unauthorized Overrun Quantities as set forth in the applicable rate schedule. Daily and hourly Unauthorized Overrun penalties are divided by critical and non-critical periods. A critical period is established under the provisions of Section 11.2(b) of this Tariff. In cases where Hourly Entitlement Enhancement Nominations have been scheduled, the calculation for daily Unauthorized Overrun Penalties will include the presumption that the Hourly Entitlement Enhancement Nominations have been Delivered. Hourly Unauthorized Overrun Penalties are based on multiples of Transporter's 100% Load Factor Transportation rate throughout the year as adjusted for the size of the hourly Overrun. However, should Transporter elect not to impose penalties for a certain period, such election shall not preclude application of penalties during other periods. Further, Unauthorized Overruns resulting from a Bump of a Scheduled Quantity during non-critical periods shall only be subject to maximum Authorized Overrun Rates as stated on the Statement of Rates for the applicable rate schedule.

8.2 Interruptible Transportation

- (a) Estimates. For planning purposes, Transporter may, from time to time, request estimates of Shipper's annual quantity, average daily quantity, or peak Day quantities for each agreement. In the event that such a request is made, Shipper shall reply in writing within 45 days of the request.

8.3 Storage Service

- (a) CIG Mainline Pool Storage Usage. Based upon the existing capacity and configuration of Transporter's storage system, Transporter may retain up to 3.8 Bcf as storage inventory and up to 100,000 Mcf per day deliverability for system management. In addition, Transporter reserves the right to use Gas in storage, as well as capacity, to the extent necessary to support Transportation service(s) provided by Transporter and to maintain system integrity, efficient operation, and reliability of Transporter's transmission system. Transporter shall not make use of storage capacity or Gas in Place to gain advantage for an affiliate, nor shall Transporter make unduly discriminatory or preferential use of storage capacity or of Shipper Gas in storage in such a way that an unfair advantage is intentionally conferred on any Party. If Transporter's use of storage capacity impairs the rights of Shippers with storage capacity under Rate Schedules NNT-1, NNT-2, or FS-1, then Transporter shall make Shipper whole by replacement operating arrangements.
- (b) High Plains. High Plains Storage service is subject to and limited by Transporter's acquired capacity in Young Storage.
 - (i) "Young Available Daily Injection Quantity" or ("YADIQ") shall mean the percentage of Young Maximum Daily Injection Quantity ("YMDIQ") available for injection by Shipper on any Day and that Transporter may be required to inject into Young Storage on a firm basis. YADIQ is a function of Shipper's percent of Young Maximum Available Capacity ("YMAC") in Young Storage on that Day. The YADIQ is calculated using the Young Available Daily Injection Quantity Formula. The Young Available Daily Injection Quantity Curve and Young Available Daily Injection Quantity Table are provided in Part VI for illustrative purposes only. However, if Young Storage requires a reduced YMDIQ during the month of November, the YADIQ calculation shall be suspended and the YADIQ shall equal the reduced YMDIQ.

8.3 Storage Service
(b) (i) (continued)

YOUNG AVAILABLE DAILY INJECTION QUANTITY

$$\% \text{YMAC} = \text{Current Inventory} / \text{YMAC}$$

% YMDIQ Calculation

If the % YMAC is < 100% and > 0%
then use the FORMULA to find the % YMDIQ (1)

FORMULA (2,3):

$$\% \text{YMDIQ} = 100.0 - (\% \text{YMAC} * 1.0111774) + (\% \text{YMAC}^2 * 0.0051126)$$

YADIQ Calculation (4)

$$\text{YADIQ} = (\% \text{YMDIQ} / 100) * \text{YMDIQ}$$

Round to the nearest whole Dekatherm (an integer)

-
- Notes:
- (1) The formula applies only when inventory is < than YMAC and > 0. If inventory is > or = to YMAC, then set YADIQ = 0. If inventory is < or = 0, set YADIQ = YMDIQ.
 - (2) In the context of this formula, the % YMAC and % YMDIQ values are taken as whole numbers, and not as decimal only numbers (i.e. if the value is 40% use 40.0 not .40, or if it is 36.1234% use 36.1234 not 0.361234).
 - (3) The coefficients are entered with seven decimal places. The table is calculated with seven decimal places, and then rounded for display purposes.
 - (4) All calculations are initially performed utilizing seven decimal places. The final YADIQ, however, is rounded to the nearest whole number.

YOUNG ADIQ CURVE CHART
INCLUDED IN PART VI - ILLUSTRATIONS

8.3 Storage Service
 (b) (i) (continued)

HIGH PLAINS STORAGE

YOUNG AVAILABLE DAILY INJECTION QUANTITY TABLE

| %YMAC | %YMDIQ | %YMAC | %YMDIQ | %YMAC | %YMDIQ |
|-------|--------|-------|--------|-------|--------|
| 100 | 50.0 | 66 | 55.5 | 32 | 72.9 |
| 98 | 50.0 | 64 | 56.2 | 30 | 74.3 |
| 96 | 50.0 | 62 | 57.0 | 28 | 75.7 |
| 94 | 50.1 | 60 | 57.7 | 26 | 77.2 |
| 92 | 50.2 | 58 | 58.6 | 24 | 78.7 |
| 90 | 50.4 | 56 | 59.4 | 22 | 80.2 |
| 88 | 50.6 | 54 | 60.3 | 20 | 81.8 |
| 86 | 50.9 | 52 | 61.2 | 18 | 83.5 |
| 84 | 51.1 | 50 | 62.2 | 16 | 85.1 |
| 82 | 51.5 | 48 | 63.2 | 14 | 86.8 |
| 80 | 51.8 | 46 | 64.3 | 12 | 88.6 |
| 78 | 52.2 | 44 | 65.4 | 10 | 90.4 |
| 76 | 52.7 | 42 | 66.5 | 8 | 92.2 |
| 74 | 53.2 | 40 | 67.7 | 6 | 94.1 |
| 72 | 53.7 | 38 | 69.0 | 4 | 96.0 |
| 70 | 54.3 | 36 | 70.2 | 2 | 98.0 |
| 68 | 54.9 | 34 | 71.5 | 0 | 100.0 |

- (ii) "Young Available Daily Withdrawal Quantity" or ("YADWQ") shall mean the percentage of Young Maximum Daily Withdrawal Quantity available to Shipper on any Day and that Transporter may be required to withdraw from Young Storage on a firm basis and is a function of Shipper's percent of Young Maximum Available Capacity ("YMAC") in Young Storage on that Day as calculated using the Young Available Daily Withdrawal Quantity Formula. The Young Available Daily Withdrawal Quantity Curve and Young Available Daily Withdrawal Quantity Table are provided in Part VI for illustrative purposes only.

YOUNG ADWQ CURVE CHART
 INCLUDED IN PART VI – ILLUSTRATIONS

8.3 Storage Service
(b) (ii) (continued)

THE YOUNG AVAILABLE DAILY WITHDRAWAL QUANTITY FORMULA

$$\% \text{YMAC} = \text{Current Inventory} / \text{YMAC}$$

 $\% \text{YMDWQ} \text{ Calculation (1,2,3)}$

If the $\% \text{YMAC}$ is $>$ or $=$ to 60.12%
then set the $\% \text{YMDWQ}$ = to 100%

If the $\% \text{YMAC}$ is $<$ 60.12% and $>$ or $=$ to 15%
then
$$\% \text{YMDWQ} = (-15.3150) + (\% \text{YMAC} * 2.6838) -$$
$$\% \text{YMAC}^2 * 0.0786) + (\% \text{YMAC}^3 * 0.0011)$$

If the $\% \text{YMAC}$ is $<$ 15% and $>$ 0%
then set $\% \text{YMDWQ}$ = to 11%

If the $\% \text{YMAC}$ is $<$ or $=$ to 0%
then set the $\% \text{YMDWQ}$ = to 0%

 YADWQ Calculation

$$\text{YADWQ} = (\% \text{YMDWQ} / 100) * \text{YMDWQ}$$

Rounded to the nearest whole Dekatherm (an integer)

NOTE: In the context of this formula, the $\% \text{YMAC}$ and $\% \text{YMDWQ}$ values are taken as whole numbers, and not as decimal only numbers (i.e., use 40.0 not 0.40 or use 36.1234 not 0.361234).

NOTE: The coefficients are entered with four decimal places, and the table is calculated with four decimal places, and then rounded for display purposes.

NOTE: All calculations are initially performed utilizing four decimal places. The final YADWQ, however, is rounded to the nearest whole number.

8.3 Storage Service
 (b) (ii) (continued)

YOUNG AVAILABLE DAILY WITHDRAWAL QUANTITY TABLE
 %YMAC %YMDWQ %YMAC %YMDWQ %YMAC %YMDWQ

| | | | | | |
|-------|-------|----|------|----|------|
| 100 | 100.0 | 34 | 28.3 | 24 | 19.0 |
| 60.12 | 100.0 | 33 | 27.2 | 23 | 18.2 |
| 50.95 | 62.9 | 32 | 26.1 | 22 | 17.4 |
| 50 | 59.9 | 31 | 25.1 | 21 | 16.5 |
| 40 | 36.7 | 30 | 24.2 | 20 | 15.7 |
| 39 | 35.1 | 29 | 23.2 | 19 | 14.8 |
| 38 | 33.5 | 28 | 22.4 | 18 | 13.9 |
| 37 | 32.1 | 27 | 21.5 | 17 | 13.0 |
| 36 | 30.8 | 26 | 20.7 | 16 | 12.0 |
| 35 | 29.5 | 25 | 19.8 | 15 | 11.0 |

- (iii) "Young Maximum Available Capacity" or "YMAC" shall mean the maximum quantity of Gas (expressed in Dth) that Transporter is required to accept under Rate Schedule TSB-Y for injection into Young Storage during the Injection Period on Shipper's behalf.
- (iv) "Young Maximum Daily Injection Quantity" or "YMDIQ" shall mean the maximum quantity of Gas (expressed in Dth) per Day that Transporter shall be required to inject into Young Storage on Shipper's behalf and shall be limited to 1/58 of Shipper's YMAC; provided however, during the Month of November the YMDIQ shall be limited to some lesser quantity when and to the extent required by Young Storage for operational conditions and maintenance.
- (v) "Young Maximum Daily Withdrawal Quantity" or "YMDWQ" shall mean the maximum daily quantity of Gas (expressed in Dth) that Transporter shall be required to withdraw from Young storage on a firm basis on Shipper's behalf. Shipper's YMDWQ shall equal to 1/29 of Shipper's YMAC.
- (vi) "Young Reservoir Integrity Inventory Limit" shall be the maximum amount of Gas in Place that Shipper shall be permitted to have in High Plains Storage at a particular time. The Young Reservoir Integrity Limit is as shown on the graph in Part VI. Transporter may, on a nondiscriminatory basis, permit Shippers to exceed the Young Reservoir Integrity Inventory Limit if, in Transporter's reasonable judgment, Transporter's Young Storage reservoir integrity and service to other firm High Plains Shippers will not be adversely affected. On such occasions, Transporter will post a notice on its electronic bulletin board notifying Shippers that the Young Reservoir Integrity Inventory Limit may be exceeded.

YOUNG RESERVOIR INTEGRITY INVENTORY LIMIT CHART
 INCLUDED IN PART VI – ILLUSTRATIONS

8.3 Storage Service (continued)
(c) Totem Storage

- (i) "Totem Available Daily Injection Quantity" or ("TADIQ") shall mean the percentage of Totem Maximum Daily Injection Quantity ("TMDIQ") available for injection by Shipper on any Day and that Transporter may be required to inject into Totem Storage on a firm basis. TADIQ is a function of Shipper's percent of Totem Maximum Available Capacity ("TMAC") in Totem Storage on that Day.

The TADIQ available during the injection periods prior to full development of the field will be determined by field flow test and operating data gathered prior to each Injection Period. As the field is developed and operating experience gained, it is possible that these parameters will require modification.

The TADIQ is calculated using the Totem Available Daily Injection Quantity Formula. The Totem Available Daily Injection Quantity Curve and Totem Available Daily Injection Quantity Table are provided in Part VI for illustrative purposes only. However, if Totem Storage requires a reduced TMDIQ during the month of November, the TADIQ calculation shall be suspended and the TADIQ shall equal the reduced TMDIQ.

Shippers must have adequate Transportation capacity to deliver gas to storage for injection using the TADIQ.

8.3 Storage Service (continued)
(c) (i) (continued)

THE TOTEM AVAILABLE DAILY INJECTION QUANTITY RULES AND FORMULA

$$\%TMAC = \text{Current Inventory}/TMAC$$

If the %TMAC is < or = to 71.40%
then set the %TMDIQ = 100%

If the %TMAC is > 71.40% and < 89.30 then
%TMDIQ = (233.33) - (%TMAC * 1.8667)

If the %TMAC is > 89.30% and < 100% then
%TMDIQ = (524.23) - (%TMAC * 5.1209)

If the %TMAC is = to 100%
then set the %TMDIQ = to 0%

TADIQ Calculation

$$TADIQ = (\%TMDIQ/100) * TMDIQ$$

Round to the nearest whole Dekatherm (an integer)

- Notes:
- (1) In the context of this formula, the %TMAC and %TMDIQ values are taken as whole numbers, and not as decimal only numbers (i.e. if the value is 40% use 40.0 not .40, or if it is 36.1234% use 36.1234 not 0.361234).
 - (2) The coefficients are entered with four decimal places. The table is calculated with four decimal places, and then rounded for display purposes.
 - (3) All calculations are initially performed utilizing four decimal places. The final TADIQ, however, is rounded to the nearest whole number.

TOTEM ADIQ CURVE CHART
INCLUDED IN PART VI – ILLUSTRATIONS

8.3 Storage Service (continued)
 (c) (i) (continued)

TOTEM AVAILABLE DAILY INJECTION QUANTITY TABLE

| %TMAC | %TMDIQ | %TMAC | %TMDIQ | %TMAC | %TMDIQ |
|-------|--------|-------|--------|-------|--------|
| 100.0 | 0.00 | 67.8 | 100.0 | 24.9 | 100.0 |
| 98.7 | 18.8 | 60.7 | 100.0 | 17.7 | 100.0 |
| 97.0 | 27.5 | 53.5 | 100.0 | 14.2 | 100.0 |
| 94.6 | 39.8 | 46.4 | 100.0 | 10.6 | 100.0 |
| 92.3 | 51.6 | 42.8 | 100.0 | 7.0 | 100.0 |
| 89.3 | 66.6 | 39.2 | 100.0 | 3.4 | 100.0 |
| 78.5 | 86.8 | 32.1 | 100.0 | 0.0 | 100.0 |
| 71.4 | 100.0 | 28.5 | 100.0 | | |

- (ii) "Totem Available Daily Withdrawal Quantity" or ("TADWQ") shall mean the percentage of Totem Maximum Daily Withdrawal Quantity available to Shipper on any Day and that Transporter may be required to withdraw from Totem Storage on a firm basis and is a function of Shipper's percent of Totem Maximum Available Capacity ("TMAC") in Totem Storage on that Day as calculated using the Totem Available Daily Withdrawal Quantity Formula, as conditioned.

The TADWQ available during withdrawal periods prior to full development of the field will be determined by field flow test and operating data gathered prior to each Withdrawal Period. As the field is developed and operating experience gained, it is possible that these parameters will require modification.

The Totem Available Daily Withdrawal Quantity Curve shown in Part VI: Illustrations and Totem Available Daily Withdrawal Quantity Table shown in this Section 8.3 are provided for illustrative purposes only.

TOTEM ADWQ CURVE CHART
 INCLUDED IN PART VI – ILLUSTRATIONS

8.3 Storage Service (continued)
(c) (ii) (continued)

THE TOTEM AVAILABLE DAILY WITHDRAWAL QUANTITY RULES AND FORMULA

$$\%TMAC = \text{Current Inventory}/TMAC$$

If the %TMAC is > or = to 39.0%
then set the %TMDWQ = to 100%

If the %TMAC is < 39.0% and > to 0%
then
$$\%TMDWQ = (12.9741) + (\%TMAC * 1.1726) +$$
$$(\%TMAC^2 * 0.0267)$$

If the %TMAC is < or = to 0%
then set the %TMDWQ = to 0%

TADWQ Calculation

$$TADWQ = (\%TMDWQ/100) * TMDWQ$$

Rounded to the nearest whole Dekatherm (an integer)

- Notes:
- (1) In the context of this formula, the %TMAC and %TMDWQ values are taken as whole numbers, and not as decimal only numbers (i.e., use 40.0 not 0.40 or use 36.1234 not 0.361234).
 - (2) The coefficients are entered with four decimal places, and the table is calculated with four decimal places, and then rounded for display purposes.
 - (3) All calculations are initially performed utilizing four decimal places. The final TADWQ, however, is rounded to the nearest whole number.

8.3 Storage Service (continued)
 (c) (ii) (continued)

TOTEM AVAILABLE DAILY WITHDRAWAL QUANTITY TABLE

| %TMAC | %TMDWQ | %TMAC | %TMDWQ | %TMAC | %TMDWQ |
|-------|--------|-------|--------|-------|--------|
| 100.0 | 100.0 | 37.1 | 93.2 | 9.0 | 25.7 |
| 97.1 | 100.0 | 34.2 | 84.3 | 7.9 | 23.9 |
| 94.3 | 100.0 | 31.4 | 76.1 | 6.8 | 22.2 |
| 88.6 | 100.0 | 28.5 | 68.1 | 5.9 | 20.8 |
| 82.8 | 100.0 | 25.6 | 60.5 | 5.0 | 19.5 |
| 77.1 | 100.0 | 23.0 | 54.1 | 4.1 | 18.2 |
| 71.4 | 100.0 | 20.6 | 48.5 | 3.3 | 17.1 |
| 65.7 | 100.0 | 18.4 | 43.6 | 2.6 | 16.2 |
| 60.0 | 100.0 | 16.5 | 39.6 | 1.9 | 15.3 |
| 54.2 | 100.0 | 14.7 | 36.0 | 1.2 | 14.4 |
| 48.5 | 100.0 | 13.1 | 32.9 | 0.6 | 13.7 |
| 42.8 | 100.0 | 11.6 | 30.2 | 0.0 | 0.0 |
| 39.9 | 100.0 | 10.3 | 27.9 | | |

- (iii) "Totem Maximum Available Capacity" or "TMAC" shall mean the maximum quantity of Gas (expressed in Dth) that Transporter is required to accept under Rate Schedule TSB-T for injection into Totem Storage during the Injection Period on Shipper's behalf.
- (iv) "Totem Maximum Daily Injection Quantity" or "TMDIQ" shall mean the maximum quantity of Gas (expressed in Dth) per Day that Transporter shall be required to inject into Totem Storage on Shipper's behalf and shall be limited to 1/46.6667 of Shipper's TMAC at full development of the field; provided however, during the Month of November the TMDIQ shall be limited to some lesser quantity when and to the extent required by Totem Storage for operational conditions and maintenance. The TMDIQ available during injection periods prior to full development of the field will be determined by field flow test and operating data gathered prior to each Injection Period. As the field is developed and operating experience gained, it is possible that these parameters will require modification.
- (v) "Totem Maximum Daily Withdrawal Quantity" or "TMDWQ" shall mean the maximum daily quantity of Gas (expressed in Dth) that Transporter shall be required to withdraw from Totem storage on a firm basis on Shipper's behalf. Shipper's TMDWQ shall equal to 1/35 of Shipper's TMAC at full development of the field. The TMDWQ available during withdrawal periods prior to full development of the field will be determined by field flow test and operating data gathered prior to each Withdrawal Period. As the field is developed and operating experience gained, it is possible that these parameters will require modification.

8.3 Storage Service (continued)
(c) (continued)

- (vi) "Totem Reservoir Integrity Inventory Limit" shall be the maximum amount of Gas in Place that Shipper shall be permitted to have in Totem Storage at a particular time. The Totem Reservoir Integrity Limit is as shown on the graph in Part VI. Transporter may, on a nondiscriminatory basis, permit Shippers to exceed the Totem Reservoir Integrity Inventory Limit if, in Transporter's reasonable judgment, Transporter's Totem Storage reservoir integrity and service to other firm High Plains Shippers will not be adversely affected. On such occasions, Transporter will post a notice on its electronic bulletin board notifying Shippers that the Totem Reservoir Integrity Inventory Limit may be exceeded.

TOTEM RESERVOIR INTEGRITY INVENTORY LIMIT CHART
INCLUDED IN PART VI – ILLUSTRATIONS

9. CAPACITY RELEASE PROGRAM

- 9.1 Purpose. This Section 9 sets forth the specific terms and conditions applicable to Transporter's capacity release program. Unless otherwise stated in this Section 9, all times are Central Clock Time (CCT) pursuant to NAESB WGQ Standard 0.3.17.
- 9.2 (a) Applicability. This Section 9 is applicable to any Releasing Shipper(s) or any Replacement Shipper(s) who elects to release all or a portion of its firm capacity under Rate Schedules TF-1, TF-HP, FS-T, FS-Y, TSB-Y, TSB-T, NNT-1, FS-1 or CS-1. Releasing Shipper(s) as defined in Section 1 of these General Terms and Conditions shall have the right to release, on a permanent or temporary basis, any portion of its firm capacity rights held under an agreement with Transporter, but only to the extent that the capacity so released is acquired by another Shipper pursuant to this Section 9. Replacement Capacity Agreements based on a volumetric reservation rate are not subject to further release.

Capacity under Rate Schedule NNT-1 may be released separately or in proportion to the storage and Transportation components held by the releasing shipper as separate services under Rate Schedules TF-1 and FS-1, with Hourly Rates of Flow option where applicable, or as service under Rate Schedule NNT-1. When capacity is released for service under Rate Schedule NNT-1, any such release shall have a minimum notice period of two Business Days. Additionally, any recall or repurchase of Rate Schedule NNT-1 services shall have minimum notice period of two Business Days.

- 9.3 Availability of Released Capacity. Released capacity shall be made available on a nondiscriminatory basis and shall be assigned on the basis of an open season or prearrangement in accordance with the procedures of this Section 9 and where appropriate, the applicable NAESB Standards.
- 9.4 Qualification for participation in the Capacity Release Program. Any party, whether seeking to acquire capacity under bid or a prearranged release, must be prequalified by Transporter prior to submitting a bid for released capacity. To be prequalified, a Shipper must satisfy the creditworthiness requirements of the appropriate rate schedule underlying the capacity on which Shipper seeks to bid. Any bid for services in excess of a Shipper's qualified level of creditworthiness shall not be accepted, unless supplemented by a letter of credit, prepayment, or other guarantee of creditworthiness. Notwithstanding such qualification to participate in the capacity release program, Transporter does not guarantee the payment of any outstanding amounts by a Replacement Shipper.

9.5 Capacity Release Requests. Requests under the Capacity Release Program shall be made in accordance with Section 9 of the General Terms and Conditions of this Tariff.

- (a) Requests shall be considered acceptable only if the information specified below is provided in writing. Requests must be addressed to:

Colorado Interstate Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Attention: Vice President of Business Management
Facsimile No.: (719) 520-4878
Facsimile Verification: (719) 520-4371

or

Colorado Interstate Gas Company, L.L.C.
2 North Nevada
Colorado Springs, CO 80903
Attention: Vice President of Business Management

- (i) If a Shipper elects to prepay reservation charges pursuant to Section 12 of these General Terms and Conditions, the prepaid reservation charges will be applied against reservation charges due Transporter once service commences. If service does not commence, the prepaid reservation charge will be refunded with interest accrued at rates set pursuant to 18 CFR 154.501(d).
- (ii) Such requests, if complete and accompanied by the appropriate fee, shall be considered effective on the date received by Transporter.
- (iii) Upon execution of an agreement with Transporter, Shipper shall provide to Transporter such information as may be required in order for Transporter to comply with any FERC reporting requirements.
- (iv) Transporter shall keep confidential information furnished by Shipper.
- (v) If Transporter has provided an agreement for execution to Shipper and Shipper fails to execute and return the agreement within 30 days thereafter, then Shipper's request shall be null and void.

- 9.6 (a) Releases Assigned On the Basis of An Open Season. A Shipper electing to release capacity on the basis of an open season must post notice of release on Transporter's electronic bulletin board pursuant to Section 9.8 hereof. Such notice shall be posted upon receipt unless Releasing Shipper requests otherwise.
- (b) The following capacity release timeline (NAESB WGQ Timeline) applies to all parties involved in the capacity release process provided that: 1) all information provided by the parties to the transaction is valid and the acquiring Shipper has been determined to be creditworthy before the capacity release bid is tendered, 2) for index-based capacity release transactions, the Releasing Shipper has provided the Transportation Service Provider with sufficient instructions to evaluate the corresponding bid(s) according to the timeline, and 3) there are no special terms or conditions of the release. Further, the Transportation Service Provider may complete the capacity release process on a different timeline if the offer includes unfamiliar or unclear terms and conditions (e.g., designation of an index not supported by the Transportation Service Provider). (NAESB Standard 5.3.1) Furthermore, the release must comply with NAESB Standard 5.3.2 timeline for Releases and comply with NAESB Standard Bid Evaluation Methods as described in Section 9.12(d)(i) through (iii) hereof. (Note 1):

For biddable releases (one (1) year or less):

- (i) Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.
- (ii) Open season ends at 10:00 a.m. on the same or a subsequent Business Day.
- (iii) Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best bid is made, and ties are broken.
- (iv) If no match is required, the evaluation period ends and the award is posted by 11:00 a.m.
- (v) Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award is posted by 12:00 p.m. Noon.
- (vi) The contract is issued within one hour of the award posting (with a new contract number, when applicable).
- (vii) Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

9.6 (b) (continued)

For biddable releases (more than one (1) year):

- (viii) Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.
- (ix) Open season shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days.
- (x) Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best bid is made, and ties are broken.
- (xi) If no match is required, the evaluation period ends and the award is posted by 11:00 a.m.
- (xii) Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award is posted by 12:00 p.m. Noon.
- (xiii) The contract is issued within one hour of the award posting (with a new contract number, when applicable).
- (xiv) Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

For non-biddable releases:

- (xv) The posting of prearranged deals that are not subject to bid are due no later than one hour prior to the nomination deadline for the applicable cycle, pursuant to NAESB WGQ Standard No. 1.3.2. The posting deadlines are:
 - (A) Timely Cycle 12:00 Noon
 - (B) Evening Cycle 5:00 p.m.
 - (C) Intraday 1 Cycle 9:00 a.m.
 - (D) Intraday 2 Cycle 1:30 p.m.
 - (E) Intraday 3 Cycle 6:00 p.m.
- (xvi) The contract is issued within one hour of the Award posting (with a new contract number, when applicable).
- (xvii) Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

NOTES: (1) Posting of Notice of Release (either under an open season or a prearranged release) is subject to review by Transporter for accuracy, completeness, and validity before being posted.

- 9.7 **Prearranged Releases.** A Shipper electing to release capacity on the basis of a prearranged release must post notice on Transporter's electronic bulletin board pursuant to Section 9.9 herein.
- (a) No open season is required for a prearranged release which meets all of the terms of the release and is: (1) a release for more than one year at the maximum reservation rate(s) under the applicable Tariff rate schedule; (2) a release for any period of thirty-one Days or less; (3) a release to an asset manager as defined by FERC regulations at 18 C.F.R. 284.8; or (4) a release to a marketer participating in a state-regulated retail access program as defined by FERC regulations at 18 C.F.R. 284.8. All other prearranged releases shall be subject to an open season requirement contained in Section 9.6 hereof.
 - (b) A Releasing Shipper may not rerelease capacity that is a rollover or extension of a release of thirty-one Days or less to the same Replacement Shipper until twenty-eight (28) Days after the first release period has ended. The 28-Day hiatus does not apply to any re-release to the same Replacement Shipper that is posted for bidding or that qualifies for any of the other exemptions from bidding in this Section 9.7.
 - (c) A Shipper electing to release capacity on prearranged basis not subject to an open season must post its notice of the release on Transporter's electronic bulletin board pursuant to the timeline for non-biddable releases in Section 9.6(b).
- 9.8 **Notice by Shipper Electing to Release Capacity On An Open Season Basis.** Any Shipper holding capacity rights subject to this Section 9 who desires to release such firm capacity on an open season basis shall deliver notice via Transporter's electronic bulletin board which shall contain the following:
- (a) Releasing Shipper's legal name, contract number, and the name of the individual responsible for authorizing the release of capacity;
 - (b) the rate schedule under which capacity is being released (Rate Schedules TF-1, TF-HP, FS-1, FS-T, FS-Y, TSB-Y, TSB-T, CS-1 or NNT-1);
 - (c) Pursuant to NAESB Standard 5.3.29, the basis for released quantity should be per Day for Transportation, storage injection, storage withdrawal, and a per-release quantity for storage capacity and total release period quantity. Accordingly, the Releasing Shipper's notice must include the maximum and minimum quantity of firm Daily capacity which the Releasing Shipper desires to release, stated in Dth per Day (for releases under Rate Schedules FS-1, FS-T, FS-Y, TSB-Y, TSB-T, or NNT-1, notice should include MDWQ, YMDWQ, TMDWQ, MDIQ, YMDIQ, TMDIQ, MAC, YMAC and TMAC where appropriate and as defined in this Tariff and for releases under Rate Schedules NNT-1, TSB-Y and TSB-T also include MDQ);

9.8 Notice by Shipper Electing to Release Capacity On An Open Season Basis (continued)

- (d) the Primary Point(s) of Receipt and Delivery at which the Releasing Shipper will release capacity, the firm capacity to be released at each such point, and whether the Releasing Shipper requires reimbursement for any additional charges which may be incurred at Secondary Point(s);
- (e) whether capacity will be released on a recallable or a recallable and reputtable (returned to the Replacement Shipper) basis. Recall and reput terms must be objectively stated, nondiscriminatory, and applicable to all bidders. The Transportation Service Provider should support the ability for the Releasing Shipper to specify, as a condition of a release, whether the Releasing Shipper's recall notification must be provided exclusively on a Business Day (NAESB WGQ Standard 5.3.51).
- (f) the requested effective date and the term of the release (minimum term of release is one Day);
- (g) whether the Releasing Shipper is willing to consider release for a shorter time period than that specified in (f) above, and, if so, the minimum acceptable period of release;
- (h) in conformance with NAESB Standard 5.3.26, Releasing Shipper has a choice to specify dollars and cents or percent of maximum Tariff rate in the denomination of bids or as an index-based formula (under one of the methods listed below) and Transporter shall support this choice. Once the choice is made by the Releasing Shipper, the bids should comport with the choice.
 - (i) a percentage of the formula,
 - (ii) a dollars and cents differential from the formula, or
 - (iii) a dollars and cents differential from the Rate Floor;
- (i) whether the Releasing Shipper desires to release capacity on a volumetric reservation rate basis or an index-based formula. If utilizing an index-based formula, the Releasing Shipper should specify, the minimum acceptable rate and, if applicable, any minimum volumetric load factor commitment. (Capacity releases made on a volumetric rate basis cannot be rereleased by the Replacement Shipper);
- (j) the applicable maximum reservation rate(s) for capacity being released as shown on Transporter's Statement of Rates or as an index-based formula (for Rate Schedules FS-1, FS-Y, FS-T, TSB-Y and TSB-T, reservation rates will include both the reservation rate and capacity rate and if applicable, the Hourly Rates of Flow Rate);
- (k) if Releasing Shipper is willing to consider releasing capacity at less than maximum reservation rates stated in (j) above, and if so, the minimum reservation rate(s) Releasing Shipper is willing to accept;

9.8 Notice by Shipper Electing to Release Capacity On An Open Season Basis (continued)

- (l) Reserved
- (m) whether the Releasing Shipper wants Transporter to market the capacity in accordance with Section 9.18 hereof;
- (n) for releases posted to comply with the NAESB Timeline as shown in Section 9.6(b) hereof, the Releasing Shipper shall select one of the following bid evaluation methods which are described more fully in Section 9.12(d):
 - (i) Present Value
 - (ii) Highest Rate
 - (iii) Net Revenue
- (o) in lieu of the methods described in Section 9.8(n) above, the Releasing Shipper may provide its own nondiscriminatory bid evaluation criteria; except that Transporter will not accept first bidder meeting minimum acceptable terms of the release as a valid bid evaluation method.
- (p) the time and date the notice is to be posted on Transporter's electronic bulletin board. Release notice will be posted upon receipt unless otherwise requested by Releasing Shipper (open season dates will be posted by Transporter based on the requirements of Section 9.6 of this Tariff or by the Releasing Shipper, if Releasing Shipper requests a longer open season or an earlier posting than is required in Section 9.6). After the open season has commenced, a Releasing Shipper cannot specify the extension of an open season bid period without posting a new release;
- (q) whether the Releasing Shipper is willing to accept contingent bids;
- (r) Releasing Shipper shall elect one of the following:
 - (i) establish minimum terms of the release and display them on the electronic bulletin board; or
 - (ii) establish minimum terms of the release and keep such terms confidential (i.e., not post them on the electronic bulletin board) but Bidding Shippers will be informed on the electronic bulletin board that minimums have been established;
 - (iii) establish no minimum terms; Releasing Shipper will accept highest bid received for the release.
- (s) any other applicable conditions of the release

- 9.9 Notice by Shipper Electing to Release Capacity on Prearranged Release Basis, and Confirmation of Bid by Prearranged Shipper. Releasing Shipper shall deliver a notice of a prearranged release via Transporter's electronic bulletin board. Likewise, the prearranged Shipper must confirm its bid electronically on the electronic bulletin board. The electronic bulletin board notice shall set forth the following information:
- (a) all the items contained in Section 9.8 hereof required to define a prearranged release;
 - (b) prearranged Shipper's legal name and the name and telephone number of the individual responsible for authorizing the bid for the prearranged release;
 - (c) the term of the proposed acquisition of capacity by pre-arranged Shipper (minimum term of any release is one Day);
 - (d) the reservation rate(s), expressed as a daily rate (dollars and cents) or percentage of the maximum reservation rate or as an index-based formula (as specified by Releasing Shipper), the prearranged Shipper has agreed to pay for the released capacity and any minimum volumetric load factor, if applicable. If capacity is released on a volumetric rate basis, it cannot be rereleased by the Replacement Shipper. The volumetric reservation rate(s) may be stated as a percentage of Transporter's maximum applicable daily reservation rate(s) or a stated dollars and cents amount per Dth or as an index-based formula;
 - (e) Pursuant to NAESB Standard 5.3.29, the basis for released quantity should be per Day for Transportation, storage injection, storage withdrawal, and a per-release quantity for storage capacity and total release period quantity. Accordingly, the Releasing Shipper's notice must include the capacity which the prearranged Shipper has agreed to acquire stated in Dth (MDQ, MAC, MDIQ, MDWQ, as applicable);
 - (f) whether or not the prearranged Shipper is an affiliate of the Releasing Shipper or an affiliate of Transporter;
 - (g) whether or not the prearranged Shipper is an asset manager or a marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18 C.F.R. 284.8 and, if part of an asset management arrangement, the volumetric level of the asset manager's delivery or purchase obligation and the time period during which the obligation is in effect;

9.9 Notice by Shipper Electing to Release Capacity on Prearranged Release Basis, and Confirmation of Bid by Prearranged Shipper (continued)

- (h) the time and date the notice is to be posted on Transporter's electronic bulletin board. Release notice will be posted upon receipt unless otherwise requested by Releasing Shipper (open season dates will be posted by Transporter based on the requirements of Section 9.6 of this Tariff, if applicable, or by Releasing Shipper, if Releasing Shipper requests a longer open season than the minimum required in Section 9.6 herein). Releasing Shipper cannot allow extension of time provided for the prearranged Shipper to match a higher bid (matching period as described in the timeline in Section 9.6 hereof) without posting a new release;
- (i) any other applicable conditions of the prearranged release.

9.10 Term of Released Capacity. The term of any release of firm capacity shall not exceed the term of the transportation service agreement or Replacement Capacity Agreement under which the release occurs, nor shall it be less than one Day.

9.11 Bids for Released Capacity Subject to Open Season. A bid may be submitted to Transporter by a Bidding Shipper at any time during the open season via Transporter's electronic bulletin board. The Bidding Shipper (or Party subject to a prearranged release) must have met the creditworthiness provisions of Transporter's Tariff pursuant to Section 9.4 hereof.

- (a) Each bid for released capacity must include the following:
 - (i) Bidding Shipper's legal name and the name and telephone number of the individual responsible for authorizing the bid;
 - (ii) the term of the proposed acquisition;
 - (iii) the maximum reservation rate(s), expressed as a daily rate (dollars and cents) or percentage of the maximum reservation rate, as specified by the Releasing Shipper, or maximum volumetric rate (either dollars and cents or percent, as appropriate), or the maximum dollars and cents differential or percentage of an index-based formula Bidding Shipper is willing to pay for the released capacity;

9.11 Bids for Released Capacity Subject to Open Season

(a) (continued)

- (iv) the capacity desired at Primary Points of Receipt and Primary Points of Delivery;
 - (v) whether or not the Bidding Shipper is an affiliate of the Releasing Shipper or an affiliate of Transporter;
 - (vi) whether or not the Bidding Shipper is an asset manager or a marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18 C.F.R. 284.8 and, if part of an asset management arrangement, the volumetric level of the asset manager's delivery or purchase obligation and the time period during which the obligation is in effect;
 - (vii) any other information requested in the notice of release posted on Transporter's electronic bulletin board and;
 - (viii) the time and date the bid was submitted to Transporter for posting on Transporter's electronic bulletin board.
- (b) All valid and complete bid(s) received by Transporter during the open season as detailed in Section 9.6 hereof shall be posted on Transporter's electronic bulletin board. The identity of the Bidding Shipper(s) will not be posted, but all other terms of the bid(s) will be posted on Transporter's electronic bulletin board.
- (c) Except as stated in this Section 9.11(c), a Bidding Shipper may not bid a reservation rate less than the minimum reservation rate(s) nor more than the maximum reservation rate(s) applicable to the appropriate rate schedule, nor may the capacity or the term of the release of such bid exceed the maximum quantity or term specified by the Releasing Shipper. No maximum rate limitation applies to a release of capacity including an index-based release, for a period of one year or less if the release is to take effect on or before one year from the date on which Transporter is notified of the release

9.11 Bids for Released Capacity Subject to Open Season (continued)

- (d) A Bidding Shipper may withdraw its bid any time prior to the expiration of the open season but may not resubmit a bid for the same release at an equal or lower rate. Bids may be withdrawn via the electronic bulletin board.
- (e) A Bidding Shipper may only have one bid pending for a capacity release transaction at any one time.
- (f) All bids pending at the expiration of the open season shall be binding upon the Bidding Shipper(s). Further, the Bidding Shipper(s) agrees that its bid will constitute a binding agreement if the Bidding Shipper is awarded the released capacity pursuant to this Section 9.
- (g) Bids shall be binding until notice of withdrawal is received by Transporter on its Customer Activities Web site (NAESB Standard 5.3.13).

9.12 Awarding of Released Capacity. Released capacity shall be awarded in accordance with this Section 9.12.

- (a) If a Bidding Shipper's bid satisfies all terms and conditions specified in the Releasing Shipper's notice, including the posted reservation rates, then the capacity shall be awarded to such Bidding Shipper, and the Releasing Shipper shall not be permitted to reject such bid. If such bid was submitted in an open season relating to a prearranged release, capacity shall be awarded as described in Section 9.12(h) hereof.
- (b) Offers shall be binding until notice of withdrawal is received by Transporter on its Customer Activities Web site (NAESB Standard 5.3.14). Releasing Shipper(s) may withdraw their offer of release any time prior to the start of the open season or during the open season if conditions have changed up to the time a valid bid is received. The Releasing Shipper may not withdraw its offer of release if bids have been received that meet the minimum terms of the release. The Releasing Shipper may withdraw its offer to release capacity via the electronic bulletin board. In summary, the Releasing Shipper has the right to withdraw its offer during the bid period, where unanticipated circumstances justify and no minimum bid has been made (NAESB Standard 5.3.16).
- (c) If more than one bid is received that is equal to or exceeds all the minimum terms and conditions specified in the Releasing Shipper's notice, then the Replacement Shipper(s) shall be the Bidding Shipper(s) who offer(s) the highest bid, based on the bid evaluation methods as posted by the Releasing Shipper in its notice of release.

9.12 Awarding of Released Capacity
(c) (continued)

Transporter shall evaluate and rank all bids submitted during the open season. If Bidding Shipper has made a bid based on a contingency and such contingency has not been removed by the date and time specified by Releasing Shipper or pursuant to the timeline parameters specified in Section 9.6 hereof, such bid shall be deemed withdrawn. If bids from two or more Bidding Shippers results in bids of equal value, then the capacity shall be awarded pursuant to Section 9.12(g) hereof.

(d) Bid Evaluation Methods. All bids received will be evaluated pursuant to one of the following methods:

(i) Present Valuation Calculation. Releasing Shipper may elect to have all bids evaluated and ranked pursuant to a Present Value Calculation, as follows:

$$R \times \frac{1 - (1 + i)^{-n}}{i} \times V = \text{present value}$$

where:

i = interest rate per Month using one-twelfth (1/12) of the current FERC annual interest rate defined in Section 154.501(d) of FERC's Regulations

n = term of the release

R = the reservation rate(s) bid (and the storage capacity rate bid for releases under Rate Schedules FS-1, TSB-Y, TSB-T, FS-Y and FS-T.

V = Quantity stated in Dth

(ii) Highest Rate. Releasing Shipper may elect to have bids evaluated on the basis of the highest reservation rate(s) bid;

(iii) Net Revenue. Releasing Shipper may elect to have bids evaluated on the basis of the total reservation rate-based revenues received over the term of the release;

(iv) Other Method. Releasing Shipper may at the time of posting of the notice of release specify how bids are to be evaluated to determine which offer is the best. The criteria must be objectively stated, applicable to all potential bidders, and nondiscriminatory. It can contain provisions that allow for weighting of factors such as quantity, term, and rate; however Transporter will not accept first bidder meeting minimum acceptable terms of the release as a valid bid evaluation methodology. If bid evaluation criteria are provided by the Releasing Shipper, the evaluation period specified in Section 9.6(b) shall be extended by one Business Day.

9.12 Awarding of Released Capacity

(d) (continued)

(v) For index-based capacity release transactions, the Releasing Shipper should provide the necessary information and instructions to support the chosen methodology. If the Releasing Shipper specifies an index-based formula in its capacity release offer, the Bid Rate (R) used in the bid evaluation options of this Section 9.12 will be based on: 1) the dollars and cents differential or percentage of the Rate Default or (2) the dollars and cents differential of the Rate Floor, as applicable.

- (e) If bid evaluation criteria are provided by the Releasing Shipper, Transporter shall, for each bid received, calculate the total value of each bid received at the end of the open season based on the nondiscriminatory criteria provided by the Releasing Shipper. The results of this calculation shall determine each bid's total value. The bids will then be ranked by Transporter in order from the highest to the lowest total value.
- (f) For bids evaluated using any of the first three methods (9.12(d)(i) through (iii), above), Transporter shall notify the Releasing Shipper and successful bidder no later than 5:00 p.m. CCT on the Business Day before Nominations are due (as specified in Section 9.6, hereof) and the capacity shall be awarded to the successful Bidding Shipper(s) (i.e., the Replacement Shipper(s)).
- (g) If bids from two or more Bidding Shippers result in bids of the highest equal value, the first bid received of highest equal value will be awarded the capacity.

When Transporter makes awards of capacity for which there have been multiple bids meeting minimum conditions, Transporter shall award the bids, best bid first, until all offered capacity is awarded (NAESB Standard 5.3.4).

- (h) With respect to a prearranged release, if no better offer (as determined above) is received during an open season or the prearranged offer is for the applicable maximum reservation rate(s) under the applicable rate schedule for a term of more than one year and meets all the other terms of the release, then the prearranged Shipper shall become the Replacement Shipper for the released capacity. If a better offer is received during the open season, the prearranged Shipper shall have the time specified in Section 9.6 hereof to match that offer. If the prearranged Shipper fails to match the better offer, then the Bidding Shipper who presented the better offer, as determined above, shall become the Replacement Shipper.
- (i) A Releasing Shipper shall retain all of the capacity under the executed transportation service agreement or Replacement Capacity Agreement that is not acquired by a Replacement Shipper as the result of an open season or a prearranged release.
- (j) If no bids are received which meet or exceed all of the minimum conditions specified by the Releasing Shipper, no capacity shall be awarded.

9.13 Recalls and Reputs of Capacity. If capacity is released subject to recall pursuant to Section 9.8(e), in addition to such other terms not inconsistent with this section as are agreed to by the Releasing Shipper and the Replacement Shipper, recall of such capacity shall be subject to the following terms and conditions:

- (a) All Transportation Service Providers ("TSPs") should support the following recall notification periods for all released capacity subject to recall rights: (NAESB WGQ Standard 5.3.44)
 - (i) Timely Recall Notification:
 - (A) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 8:00 a.m. on the day that Timely Nominations are due;
 - (B) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the day that Timely Nominations are due;
 - (ii) Early Evening Recall Notification:
 - (A) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 3:00 p.m. on the day that Evening Nominations are due;
 - (B) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. on the day that Evening Nominations are due;
 - (iii) Evening Recall Notification:
 - (A) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 5:00 p.m. on the day that Evening Nominations are due;
 - (B) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the day that Evening Nominations are due;
 - (iv) Intraday 1 Recall Notification:
 - (A) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 7:00 a.m. on the day that Intraday 1 Nominations are due;
 - (B) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the day that Intraday 1 Nominations are due (Central Clock Time); and

9.13 Recalls and Reputs of Capacity

(a) (continued)

(v) Intraday 2 Recall Notification:

- (A) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 12:00 p.m. on the day that Intraday 2 Nominations are due;
- (B) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 1:00 p.m. on the day that Intraday 2 Nominations are due;

(vi) Intraday 3 Recall Notification:

- (A) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 4:00 p.m. on the day that Intraday 3 Nominations are due;
- (B) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 5:00 p.m. on the day that Intraday 3 Nominations are due.

- (b) For recall notification provided to the Transportation Service Provider ("TSP") prior to the recall notification deadline specified in NAESB WGQ Standard No. 5.3.44 and received between 7:00 a.m. and 5:00 p.m., the TSP should provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification.

For recall notification provided to the TSP after 5:00 p.m. and prior to 7:00 a.m., the TSP should provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification. (NAESB WGQ Standard 5.3.45)

- (c) Releasing Shipper's notice of recall and reput must be submitted using Transporter's on-line capacity release system.
- (d) The recall notice must detail Point(s) of Receipt and Delivery and quantities being recalled. This notification shall also state the length of the recall period and state the conditions of any reput rights of the Releasing Shipper and reput obligations of the Replacement Shipper as may have been negotiated at the time of the release (see Section 9.8(e), hereof). Unless otherwise agreed to by the Releasing Shipper and the Replacement Shipper, and Transporter is so advised, the Replacement Shipper will regain the capacity at the end of the recall period.

9.13 Recalls and Reputs of Capacity (continued)

- (e) In the event of an intraday capacity recall, the Transportation Service Provider ("TSP") should determine the allocation of capacity between the Releasing Shipper and the Replacement Shipper(s) based upon the Elapsed Prorata Capacity ("EPC"). Variations to the use of EPC may be necessary to reflect the nature of the TSP's tariff, services, and/or operational characteristics. (NAESB WGQ Standard 5.3.56)
- (f) Unless otherwise agreed to by the Releasing Shipper, Replacement Shipper, and Transporter, the Releasing Shipper must notify Transporter and Replacement Shipper of its intent to reput the capacity back to the Replacement Shipper. The deadline for notifying the Transportation Service Provider of a reput is 8:00 a.m. to allow for timely nominations to flow on the next Gas Day (NAESB WGQ Standard 5.3.54).
- (g) In the event of a reput after a recall period, the Releasing Shipper may not reput Primary Point(s) other than those originally released. When capacity is recalled, it may not be reput for the same Gas Day (NAESB WGQ Standard 5.3.53). Unless otherwise agreed to in the terms of the release and Transporter is advised of such condition, the Releasing Shipper may permanently retain capacity at certain Primary Points originally released.

9.14 Execution of Agreements or Amendments.

- (a) The successful bidder (or successful prearranged Shipper) for capacity shall become the Replacement Shipper and its bid for capacity, or the posting of prearranged release pursuant to Sections 9.9 and 9.11 hereof, shall be binding. The bid submitted by the Replacement Shipper as supplemented by the posting of the notice of capacity release on Transporter's electronic bulletin board shall constitute the Replacement Capacity Agreement.

For all releases, the Replacement Shipper(s) will gain rights to Nominate capacity consistent with the Primary Receipt and Delivery Point(s), capacity, and for the term as agreed to by the Releasing Shipper and subject to all other terms of the underlying Agreement and Sections 9.8 and 9.9 herein. The Releasing Shipper(s) will lose its rights to Nominate consistent with the same terms. Replacement Shipper(s) are not permitted to change Primary Point(s) of Receipt or Delivery under the Releasing Shipper's agreement unless the release is permanent and at maximum rates. Replacement Shippers will be allowed to make Nominations at Secondary Points. Use of Secondary Point(s) will be subject to the express provisions of the release with respect to whether the Releasing Shipper requires reimbursement from the Replacement Shipper of any additional charges applicable at Secondary Point(s) (as more fully set forth in Section 9.24 of this Section, "Charges for use of Segmentation Point(s) or Secondary Point(s)")

- 9.14 Execution of Agreements or Amendments (continued)
- (b) Where capacity has been released for the entire remaining term of the Releasing Shipper's transportation service agreement, the Releasing Shipper may request Transporter to amend its transportation service agreement to reflect the release of capacity. The Releasing Shipper shall remain bound by and liable for payment of the reservation charges under the transportation service agreement unless the Replacement Shipper is paying the maximum reservation rate(s) for the entire contract term.
- 9.15 Notice of Completed Transactions. Within two Business Days after capacity has been released pursuant to Section 9.12, Transporter shall post a notice of completed transaction on its electronic bulletin board for a minimum period of five Business Days. The notice shall include the following information regarding each transaction:
- (a) the name(s) of the Releasing Shipper and the Replacement Shipper (or prearranged Shipper);
 - (b) term of release;
 - (c) reservation rate(s) as bid;
 - (d) Primary Delivery Point(s);
 - (e) Primary Receipt Point(s);
 - (f) capacity (MDQ, MDWQ, YMDWQ, TMDWQ, MDIQ, YMDIQ, TMDIQ, MAC, YMAC and TMAC) in Dth, as appropriate;
 - (g) net present value of winning bid(s), if such method for bid evaluation was utilized;
 - (h) whether the capacity is recallable and reputtable and, if so, recall and reput terms;
 - (i) whether or not the Replacement Shipper is an asset manager or a marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18 C.F.R. 284.8 and if part of an asset management arrangement, the volumetric level of the asset manager's delivery or purchase obligation and the time period during which the obligation is in effect; and
 - (j) whether or not the Replacement Shipper is an affiliate of the Releasing Shipper or an affiliate of Transporter.
- Service may begin on the initial date of the term of the release if Nominations are made timely to Transporter and are in accordance with this Tariff.
- (k) Releasing Shipper shall include the Tariff reservation rate and all reservation surcharges as a total.

9.16 Effective Date of Release and Acquisition. The effective date of the release by a Releasing Shipper and acquisition by a Replacement Shipper shall be on the date so designated in the Replacement Capacity Agreement (posted term effective date) or transportation service agreement referenced above.

9.17 Rates.

- (a) The reservation rate(s) for any released firm capacity under Rate Schedules TSB-Y, TSB-T, NNT-1, TF-1, CS-1 and TF-HP shall be the reservation rate(s) bid by the Replacement Shipper. The reservation rate(s) for any released firm capacity under Rate Schedules FS-1, FS-Y and FS-T shall be the reservation rate(s), reservation surcharge(s), and the storage capacity rate, and if applicable, the Hourly Rates of Flow Rate, bid by the Replacement Shipper. Such reservation rate(s) and reservation surcharge(s) shall not be less than Transporter's minimum or more than Transporter's maximum reservation rate(s) and reservation surcharge(s) under the applicable rate schedule as in effect from time to time, except as noted in Section 9.11(c) of the GT&C.
- (b) Replacement Shipper shall pay Transporter the applicable maximum commodity rate(s) in addition to all other applicable charges and surcharge(s) for the service rendered unless otherwise agreed by Transporter.
- (c) For releases based on a volumetric reservation rate, the minimum and maximum rates shall be computed as follows:
 - (i) For Rate Schedules TF-1, CS-1, TF-HP, TSB-Y, TSB-T and NNT-1 and where applicable the Hourly Rates of Flow option under Rate Schedule FS-1 the reservation rates will be computed by converting the reservation rates to a daily rate by multiplying the maximum and minimum reservation rates by 12 months and dividing that product by 365 days or 366 days, as appropriate.
 - (ii) For Rate Schedules FS-1, FS-T and FS-Y, excluding the Hourly Rates of Flow option when applicable, the maximum and minimum reservation rates will be equal to the authorized overrun rates for Rate Schedules FS-1, FS-T and FS-Y as shown on the Statement of Rates. When the Hourly Rates of Flow option is released it shall be computed pursuant to (i) above and added to the Authorized Overrun Rate.
- (d) The reservation charge(s) and reservation surcharge(s) for any index-based capacity release shall be determined according to NAESB Standard 5.3.67.

- 9.18 **Marketing Fee.** A Releasing Shipper may request that Transporter actively market the capacity to be released. In such event, the Releasing Shipper and Transporter shall negotiate the terms of the marketing service to be provided by Transporter and the marketing fee to be charged therefor.
- 9.19 **Billing.** Transporter shall bill the Replacement Shipper the rate(s) specified in the Replacement Capacity Agreement and any other applicable charges and surcharges, and the Replacement Shipper shall pay the billed amounts directly to Transporter. The Releasing Shipper shall be billed the reservation charge(s) associated with the entire amount of released capacity pursuant to its contract rate. The Releasing Shipper shall also be billed a marketing fee, if applicable, pursuant to the provisions of Section 9.18 above. A Replacement Shipper who rereleases acquired capacity shall also pay to Transporter a marketing fee, if applicable. Transporter will credit reservation charges and reservation surcharge(s) based on the reservation rate for Primary Point(s) of Receipt and Delivery collected from a Replacement Shipper on the Releasing Shipper's invoice. Transporter will notify the Releasing Shipper if the Replacement Shipper fails to pay amounts due pursuant to the terms of the Replacement Shipper's Agreement. If a Replacement Shipper does not make payment to Transporter of any portion of the reservation charge(s) due Transporter for service under the applicable Replacement Capacity Agreement when such amount is due, the Releasing Shipper may terminate the release and the released capacity will revert to the Releasing Shipper. The Releasing Shipper shall remain liable for any unpaid (1) reservation charge(s), (2) surcharges to the reservation charge(s), (3) other reservation-type charge(s), and (4) interest charges and late fees associated with such amounts.
- 9.20 **Compliance by Replacement Shipper.** By acquiring released capacity, a Replacement Shipper agrees that it will comply with the terms and conditions of Transporter's certificate of public convenience and necessity authorizing this capacity release program and all applicable Commission orders and regulations, including 18 CFR Part 284. Such Replacement Shipper also agrees to be responsible to Transporter for compliance with all terms and conditions of Transporter's Tariff, as well as the terms and conditions of the Replacement Capacity Agreement.
- 9.21 **Obligations of Releasing Shipper.** The Releasing Shipper shall continue to be liable and responsible for all reservation charge(s) associated with the released capacity derived from the reservation rate specified in the Releasing Shipper's transportation service agreement or Replacement Capacity Agreement. Rereleases by a Replacement Shipper shall not relieve the original or any subsequent Releasing Shipper of its obligations under this section.
- 9.22 **Refunds.** In the event that the Commission orders refunds of any rate(s) charged by Transporter, Transporter shall flow-through refunds to any Replacement Shipper to the extent such Shipper has paid a rate in excess of Transporter's applicable maximum rate(s). For releases that become effective on or after July 30, 2008, the rate paid by a Replacement Shipper in any capacity release transaction with a term of one year or less which is not subject to the maximum rate limitation will be deemed to be a final rate and is not subject to refund.

- 9.23 Administrative Costs. Transporter shall retain a portion of the revenues received from the Replacement Shipper as reimbursement for any incremental cost of administering a capacity release prior to crediting revenues to the Releasing Shipper, subject to the following conditions:
- (a) The release transaction involves ten or more Replacement Shippers.
 - (b) Revenues may only be retained if Transporter demonstrates to the Releasing Shipper that the costs are incremental (such as the employment of an outside contractor to administer the release).
 - (c) Transporter will notify the Releasing Shipper upon awarding the capacity to the Replacement Shipper as to whether Transporter intends to claim such administrative costs.
 - (d) Money received by Transporter from the Replacement Shipper(s) will be placed in escrow to the extent of Transporter's claim pending the Releasing Shipper'(s) agreement as to the validity of the claim. If agreement cannot be reached within 30 days of Transporter's claim, binding arbitration will be used to resolve the issue.
 - (e) If Transporter notifies the Releasing Shipper under paragraph (b) hereof, the Releasing Shipper may, within two Business Days, notify Transporter that the Releasing Shipper will administer the release transaction. In such event, Transporter shall only accept from or direct to Releasing Shipper Nominations and other such communications including notices and invoices.
- 9.24 Charges for use of Segmentation Point(s) or Secondary Point(s). When Replacement Shipper Nominates Segmentation or Secondary Point(s), Transporter shall bill the Releasing Shipper for all (1) reservation charge(s), (2) surcharges to the reservation charge(s), (3) other reservation-type charge(s) applicable to service at such Segmentation or Secondary Point(s) including any applicable charges associated with the North Raton Lateral, additional charges related to High Plains System Segmentation and Secondary Points on Rate Schedule TF-HP and Transporter's mainline system Segmentation and Secondary Points on Rate Schedule TF-1. Based upon the contractual rights of the Releasing Shipper with respect to service at such Segmentation or Secondary Point(s) the charges applicable to service at such Segmentation or Secondary Point(s) may be greater than the charges applicable at the Primary Point(s).

9.24 Charges for use of Segmentation Point(s) or Secondary Point(s) (continued)

Transporter will bill Replacement Shipper only the amount specified in its winning electronic bulletin board bid unless the Releasing Shipper requires reimbursement of any additional charges applicable at Segmentation or Secondary Point(s) as a posted condition of the release. Transporter shall bill Replacement Shipper for all amounts due for use of Segmentation or Secondary Point(s), and shall credit the Releasing Shipper in accordance with this Section 9. When the rate charged for use of Segmentation or Secondary Point(s) is different from the rate charged for use of Primary Point(s), Transporter shall prorate the charges to Releasing and/or Replacement Shipper(s), as appropriate, based on the quantity of Gas Nominated at the Segmentation or Secondary Point(s) and the number of Days the Releasing Shipper utilized the Segmentation or Secondary Point(s) during the Month.

- 9.25 Advertisements. Any person may advertise for the purchase of capacity on Transporter's system on its EBB by submitting the desired advertisement (up to one page) to Transporter. Transporter shall post such advertisement on the Informational Postings portion of its EBB no later than the Business Day following receipt thereof if so requested, so long as the advertisement is not unlawful or inconsistent with Transporter's Tariff. The posted period requested may be for a period of time not to exceed one month. There will be no posting fee for such advertisements seeking to purchase capacity on Transporter's system. A response in and of itself to an advertisement seeking to purchase capacity never constitutes a capacity release. To release capacity, the Shipper holding the capacity rights must utilize the release procedures set forth in Section 9 of these General Terms and Conditions.

10. IMBALANCE MANAGEMENT

10.1 Imbalances

- (a) **Imbalance.** For purposes of this Section, "imbalance" shall mean the cumulative difference between Receipt Quantities less Fuel Reimbursement, and the quantities accepted by Shipper or Shipper's designee at the Point(s) of Delivery, resulting from current Month activity plus any beginning of Month imbalance.
- (b) **Balancing Obligations.** Daily and monthly balancing of Receipt Quantities and the quantities Delivered to Shipper shall be Shipper's responsibility. Transporter shall, to the extent practicable, Deliver quantities for Shipper's account concurrently with the receipt of Receipt Quantities. At no time shall Transporter be required to receive quantities for Shipper's account in excess of the quantities Shipper or Shipper's designee will accept at the Point(s) of Delivery on a concurrent basis, except as provided in Rate Schedules NNT-1, NNT-2, the Hourly Rates of Flow option under Rate Schedule FS-1 and the Hourly Entitlement Enhancement Nomination under Rate Schedule TF-1. Similarly, Transporter shall not be required to make quantities available for Delivery in excess of the Receipt Quantities being Tendered by Shipper on a concurrent basis, except as provided in Rate Schedules NNT-1 and NNT-2, the Hourly Rates of Flow option under Rate Schedule FS-1 and the Hourly Entitlement Enhancement Nomination under Rate Schedule TF-1.
- (c) **Operating Tolerances.** Shipper and Transporter shall manage the receipts and Deliveries so that the imbalance shall be kept as near zero as practicable.
- (d) **Notification.** Either Party shall notify the other as soon as practicable when it becomes aware that receipts and Deliveries are not in balance. Transporter shall formally notify Shipper of allocated receipts, Deliveries, and related imbalances by way of Transporter's electronic bulletin board as soon as allocated quantities are available.
- (e) **Imbalances with Other Parties.** Transporter shall not be responsible for eliminating any imbalances between Shipper and any third Party, including imbalances between local distribution companies and/or specific end users. Furthermore, Transporter shall not be obligated to deviate from its standard operating and accounting procedures in order to reduce or eliminate any such imbalances.
- (f) **Balancing Upon Termination.** Upon termination of the Agreement, any imbalance shall be eliminated through the procedures set forth in this Section 10.

Locations For Which Electronic Measurement Is Not Available. When measurement information is not available at a location at the time allocations are performed, quantities will be allocated as Nominated. If measurement data is received on or

10.1 Imbalances

(f) (continued)

before the 5th Business Day of the Month following flow, daily quantities will be reallocated pursuant to the appropriate Predetermined Allocation procedure for the location. Measurement data which is received after the 5th Business Day of the Month will be used to retroactively allocate quantities at the location. Imbalances resulting from such retroactive allocations will be reflected as a beginning-of-Month imbalance for the next Month on the appropriate Shipper agreement(s).

- (g) Transporter shall accommodate third-party imbalance management services on a non-discriminatory basis as long as these services comply with applicable NAESB Standards and do not adversely impact Transporter's system operations. Criteria for third party services will include compliance with the NAESB Nomination and Confirmation time lines and meeting Transporter credit requirements appropriate for the quantity of Shipper imbalance Gas for which such third party may be responsible.

10.2 Imbalance Adjustments.

- (a) Imbalance Transfers. At the end of each Month, Transporter shall, unless otherwise agreed, review each Shipper's agreements and will transfer imbalances among such agreements to provide the Shipper with the lowest possible imbalance on all agreements. Transporter will first transfer imbalances among a Shipper's agreements under the same Rate Schedule. Thereafter, Transporter will transfer imbalances among that Shipper's agreements under all Rate Schedules. No imbalance under any agreement will be increased as the result of a transfer.
- (b) Imbalance Payback. During the first six days of any Month, Shipper who has accumulated an imbalance during the preceding Month may Nominate quantities to reduce that imbalance.
 - (i) Nominations to clear a previous Month's imbalance must be specifically designated for that purpose.
 - (ii) Confirmation of Nominations to clear previous Month imbalances will have a lower priority than all other Nominations.
 - (iii) Should allocation of Nominations made to clear a previous Month imbalance result in quantities in excess of the imbalance, the excess will be applied to current Month business on the same Agreement. However, if the Agreement is inactive, the excess will be subject to "Cash Out" (see Section 10.5 below)

10.2 Imbalance Adjustments (continued)

- (c) Upon completion of imbalance transfers and imbalance payback, Shipper may elect to trade the remaining imbalance quantity under its Agreement in the Imbalance Trade process as described in paragraphs (d) and (e) below.
- (d) Election for Imbalance Trades. On or before the ninth Business Day of the Month following the accumulation of an imbalance, a Shipper may notify Transporter of its election to make an Imbalance Trade. If Transporter does not receive notification, then the imbalance will be cashed out pursuant to the terms of this section.
- (e) Imbalance Trades. The term "Imbalance Trade" shall mean the reallocation of imbalances from one Shipper to another Shipper in order to reduce the imbalances of both Shippers. Transporter shall effect an election to trade imbalances incurred during a Month as posted and verified electronically.
 - (i) A Shipper, acting without the assistance of Transporter, may negotiate an Imbalance Trade arrangement with another Shipper.
 - (ii) Upon a Shipper's request, Transporter shall post on its electronic bulletin board the Shipper's availability to trade imbalances. A trade posting shall include the quantity to be traded, the Shippers' contact names, phone numbers and any special conditions. Such posting may be made through the seventeenth Business Day of the Month following the Month of Gas flow.
 - (iii) Shippers shall negotiate the terms of any trades among themselves.
 - (iv) Shippers trading imbalances must electronically notify Transporter of their Trade no later than the seventeenth Business Day of the Month following the Month in which the imbalance to be traded was created.
 - (v) Only trades which have the effect of reducing a Shipper's imbalance quantity under a specific Agreement are permitted.
 - (vi) Transporter shall permit trade arrangements at no additional cost to the Shippers.

10.2 Imbalance Adjustments

(e) (continued)

(vii) After completion of all trade transactions, Transporter shall apply the traded imbalance quantities to Shipper's Agreement imbalance quantity. After all successful imbalance trades have been completed, the remaining imbalance will be cashed out pursuant to Section 10.5 of the General Terms and Conditions.

(f) A Shipper may only apply one of the adjustment procedures to any individual unit of imbalance (i.e., the same quantity cannot be scheduled for trade and imbalance payback, however, portions of an imbalance may be scheduled for different adjustment procedures).

10.3 Operational Balancing Agreement. An Operational Balancing Agreement (OBA) may be entered into between Transporter and a Party owning an interconnecting system. The OBA is a contract between Transporter and an Interconnected Operator which specifies the procedures to manage operating variances at an interconnect. (NAESB Definition 2.2.1) The form of agreement used by Transporter follows the format of the Model Operational Balancing Agreement developed by NAESB. A copy of this Model OBA may be obtained from Transporter or from the NAESB Home Page.

10.4 Determination of Deliveries. At each Point of Receipt or Delivery, quantities shall be based upon an allocation procedure. Quantities shall mean quantities Nominated by Shipper and scheduled and confirmed by Transporter pursuant to Section 6.

(a) At each Point of Receipt and Point of Delivery, Transporter shall reach agreement with the Interconnecting Party as to the Predetermined Allocation Agreement (PDA) to be used. However, if an Operational Balancing Agreement has been agreed to and is effective at a Point of Receipt or Delivery, no additional PDA is required.

(i) PDAs shall be established using the allocation methodologies and criteria set forth in the NAESB Standards.

(ii) PDAs for each Gas Day shall be agreed to prior to Gas flow. To the extent possible, changes to PDAs during a calendar Month shall be minimized or avoided.

(iii) Transporter shall post via Electronic Transmission the PDA methodology to be used at each Point of Receipt and Point of Delivery.

10.4 Determination of Deliveries (continued)

- (iv) In the event that less than Confirmed Nominations are to be allocated, Transporter shall use the ranks provided in the affected Nominations to determine Shipper priorities to the extent that use of such rank is not in conflict with other provisions of this Tariff.
 - (v) Transporter shall not be liable for any damages which may directly or indirectly result from Transporter's implementing the allocation procedures set forth in this Section, so long as Transporter complies with the provisions of this Section 10.
- (b) Absent agreement to a PDA methodology, quantities at each Point of Receipt or Delivery shall be allocated pro rata based on scheduled quantities; provided, however, if at Primary Point(s) of Delivery there are Rate Schedule NNT-1 quantities that are not Nominated and scheduled, quantities that are scheduled, including Rate Schedule NNT-1 quantities scheduled at Secondary Points, shall be allocated first and Rate Schedule NNT-1 quantities that are not scheduled shall be allocated thereafter. If there is more than one Rate Schedule NNT-1 agreement Delivering Gas at a Primary Point(s) of Delivery, the Rate Schedule NNT-1 quantities shall be allocated at each Primary Point of Delivery pro rata based on that Primary Point of Delivery Quantity designated in the agreement.
- (c) At Points of Delivery where hourly services are provided, Transporter shall use the same allocation method for hourly Deliveries as is used for Daily allocations. Hourly Services are not provided at Points of Receipt, therefore, hourly allocations and any related charges are not applicable to Points of Receipt.
- (d) All transaction activities at points of interconnection with other interstate or intrastate pipelines shall be allocated such that the hourly quantities are 1/24 of the daily allocated quantities, unless the Interconnecting Party has a mechanism in place allowing for uneven hourly deliveries.
- (e) The timing for reporting daily operational allocations after the Gas has flowed is within one Business Day after end of Gas Day. If the best available data for reporting daily operational allocations is the scheduled quantity, that quantity should be used for the daily operational allocation.
 - (i) The responsibility for calculation and reporting of allocated quantities should rest with the Party responsible for accepting NAESB WGQ allocation types. The Party receiving Nominations should provide allocation statements (NAESB Standard 2.3.22).

10.4 Determination of Deliveries

(e) (continued)

- (ii) In most cases, allocations shall be final as posted. However, during any Month, an adjustment to a previous Day's PDA shall be permitted by Transporter only if all affected Parties (including Transporter) consent in writing to the adjustment. Such adjustments shall be permitted through the sixth Day of the following Month.
- (f) Transporter's PDA and Shipper imbalance communication provided via EDM shall conform to the requirements of the Dictionary standards as referenced below:
 - (i) Predetermined Allocation (PDA) as set forth in NAESB Standard 2.4.1 .
 - (ii) Allocation as set forth in NAESB Standard 2.4.3.
 - (iii) Shipper imbalance as set forth in NAESB Standard 2.4.4.
- (g) Allocations are considered final upon issuance of related invoices and Cash Out charges. However, should an error in the basis of an allocation be determined after final allocations have been made, the revised allocation quantity shall be attributed to the Shipper's account for the original production month. Adjustments to allocated quantities shall be made within six Months from the date of the original monthly statement, except in the case of a deliberate omission or misrepresentation or mutual mistake of fact. Parties shall have a three-month rebuttal period for any retroactive adjustments. No current month penalty provisions will be adversely affected by implementation of a retroactive adjustment.

10.5 Cash Out. All remaining imbalances shall be subject to the following Cash Out provisions.

- (a) Determination of Cash Out Quantities. The term "Cash Out" shall refer to the application of a market-related rate to an end-of-month imbalance quantity pursuant to this Section 10. Application of the Cash Out process will result in a monetary value due to the Shipper or Transporter which upon payment, will result in reduction of the imbalance to zero.
 - (i) Transporter shall determine the imbalance quantity applicable to each Agreement through the last Day of the Month.
 - (ii) Shippers shall have the opportunity to reduce the end-of-month imbalances to the extent practicable pursuant to this Section 10. Such reductions, if any, shall determine a final imbalance for each agreement.
 - (iii) Transporter and Shipper shall Cash Out by applying the Cash Out System Index Price to the final imbalance quantity.

10.5 Cash Out (continued)

(b) Determination of Cash Out Liabilities.

- (i) Shipper shall not be subject to Cash Out Penalty if the imbalance occurs at an interconnection between Transporter's system and another interstate pipeline and Shipper is not at fault for the imbalance.
- (ii) Imbalances shall be valued at the Cash Out System Index Price for the Month in which the imbalance was incurred.
- (iii) Cash Outs shall be priced at the following premium or discount from the Cash Out System Index Price. The imbalance percentage shall be determined by comparing the size of the imbalance to the larger of total Receipt or total Delivery Quantities for the agreement under which the imbalance is being Cashed Out. The imbalance percentage for remaining Trade imbalances will be as determined in the Month that the imbalance accumulated. The appropriate Cash Out System Index Price shall be subject to a premium for quantities owed to Transporter and subject to a discount for quantities owed to Shipper.

| <u>Imbalance Percent</u> | <u>Cash Out System Index Price Premium/Discount Percent</u> |
|------------------------------|---|
| 0 - 5% | 0% |
| > 5% - 10% | 10% |
| >10% - 15% | 15% |
| >15% - 20% | 20% |
| >20% | 25% |

- (iv) Shipper's final imbalance on any agreement shall be Cashed Out at a price calculated by multiplying the final imbalance by the applicable rate as determined above.
- (v) Transporter shall pay or credit the account, as appropriate, of Shipper for any Cash Out amounts due Shipper.
- (vi) Shipper shall pay Transporter for any Cash Out amounts due Transporter.
- (vii) Upon payment of the appropriate Cash Outs amounts, the final imbalance under the affected agreement will be reduced to zero effective at the end of the Month in which the imbalance occurred.

11. SYSTEM OPERATIONAL PARAMETERS

11.1 Monthly Operating Plan.

- (a) Joint Monthly Operating Plan Meeting. Joint Monthly Operating Plan Meetings may be held to coordinate the requirements and system operations for the forthcoming Month. All firm Shippers, or their designated Agents, may attend the meeting. Such meetings are to assure system integrity and efficient operation of Transporter's transmission system. Because the operating plan developed for the forthcoming Month will affect all firm Shippers, attendance and active participation are strongly encouraged. The Joint Monthly Operating Plan established at the monthly meetings will be the basis for Transporter's operations during such Month. All affected Parties, whether or not they participate in the Monthly Operating Plan Meeting, will be required to conform their transportation and storage services to the Operating Plan, including responding to any Operational Flow Orders ("OFO") issued by Transporter.
- (b) Scheduling. The Joint Monthly Operating Plan Meeting will be scheduled only if Transporter or any eligible Shipper or their designated agent makes a request for that month's meeting to be held. Notice of requested Joint Monthly Operating Plan Meeting shall be posted on Transporter's electronic bulletin board at least two weeks prior to such meeting.

11.2 Critical Operating Procedures

- (a) Strained Operating Condition may be issued using the notification procedures of Section 6.1(e)(v)(B) of this Tariff in situations where in Transporter's judgment general system flexibility, normally available Day to Day, cannot be afforded to Shippers to accommodate minor variations in receipt and Delivery quantities from Nominated levels. Examples of such operating conditions include (1) situations when the maximum storage withdrawal capacity is being utilized and allocated Receipt Quantities are less than Delivery Quantities; (2) when the maximum storage injection capacity is being utilized and allocated Receipt Quantities are greater than Delivery Quantities; and (3) when actual Receipt and Delivery Quantities on a segment of the transmission system vary from Nominations such that Transporter's capability to receive and Deliver Gas for its Shippers is adversely affected. The issuance of a strained operating condition requests Shippers voluntary support in correcting their situations and does not cause the Unauthorized Overrun Rates to increase.
- (b) If the Strained Operating Condition does not improve, a Critical Condition may be imposed after the Strained Operating Condition has been in effect for at least two Intraday scheduling cycles. The Critical Condition will be issued using the notification procedures of Section 6.1(e)(v)(B) of this Tariff. The Critical Condition will be limited to the smallest area of the system possible so that the fewest number of Shippers are affected. The higher Unauthorized Overrun charges provided for in the applicable Statement of Rates will be in effect during the Critical Condition.

11.2 Critical Operating Procedures

- (c) Transporter's Operational Flow Orders, critical periods and critical notices, when issued, shall specify the conditions underlying such issuance and shall describe the specific responses required from the affected Parties (NAESB Standard 1.3.26).

11.3 Operational Flow Orders

(a) Operational Flow Order Applicability

- (i) An Operational Flow Order is an order issued by Transporter to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity of Transporter's system or to maintain operations required to provide efficient and reliable firm service (NAESB WGQ Definition 1.2.6).
 - (ii) Transporter shall have the right to issue Operational Flow Orders ("OFO"). OFOs may be issued to any Shipper under Rate Schedules TF-4, TSB-Y, TSB-T, NNT-1, NNT-2, TF-HP, TF-1 and CS-1.
 - (iii) Transporter's Operational Flow Orders, critical periods and critical notices, when issued, shall specify the conditions underlying such issuance and shall describe the specific responses required from the affected Parties (NAESB WGQ Standard 1.3.26).
- (b) An OFO may be issued by Transporter to any Shipper under the appropriate Rate Schedule in order for Transporter to maintain system integrity and reliability (including, but not limited to): (1) blending Gas supplies to meet minimum Gas quality specifications at Point(s) of Delivery, (2) adjusting line pack to meet minimum pressure obligations at Point(s) of Delivery, (3) adjusting storage inventory to comply with Transporter's Reservoir Integrity Inventory Limit, (4) adjusting Point(s) of Receipt and/or Point(s) of Delivery quantities to realize compressor and processing plant minimums, or any other comparable purpose. Upon issuance of an OFO, a Shipper may be required to increase or decrease quantities Tendered at Primary Point(s) of Receipt or change the mix of storage Gas supplies and/or flowing Gas supplies. An OFO can also require a Shipper to take other actions that are not listed above, if necessary, for system integrity and reliability, in which case Transporter shall post via Electronic Transmission and send to the Commission an explanation and justification of the OFO.
- (c) An OFO shall not specify sellers of Gas from which Shippers must purchase Gas. Additionally, an OFO shall not require a Shipper to exceed its MDQ under its Service Agreement. To the extent feasible, Transporter will endeavor to limit the scope of OFOs to Shippers causing the problem that necessitates the OFO and Shippers causing Gas to be transported in the area of Transporter's system in which there is a problem and will only extend the applicability of OFOs to other Shippers in order to

11.3 Operational Flow Orders

- (c) (continued)
preserve system integrity and reliability. Thereafter, an OFO shall be issued in the following hierarchy and not on an unduly discriminatory basis: first, Rate Schedule TF-4, NNT-1 and NNT-2 Agreements where Shipper is utilizing Point(s) of Delivery on the Valley Line; and second, TF-1 Agreements where Shipper is not utilizing Point(s) of Delivery on the Valley Line.
- (d) Timing. To the extent practical, Transporter will first request affected Shipper(s) to adjust Nominations to accommodate necessary operational changes. Such request will be made by Transporter as soon as practicable when operating conditions dictate a change is required. The time allowed to fully comply with any such requests before Transporter issues an OFO will depend on the particular circumstances and Transporter's ability to meet its service obligations. Normally, adjustments must be reflected in the next Nominating period. To the degree required by prudent operation of the system following a request to adjust Nominations (if any), Transporter may issue an OFO. Compliance with an OFO shall be required within a reasonable time as specified in the OFO, or if no time is specified, compliance with an OFO issued before 10:00 a.m., Mountain Time, is expected on or before 4:00 p.m., local time, at the location the OFO will have its effect, on the calendar day the OFO is issued. For OFOs issued after 10:00 a.m., Mountain Time, compliance is expected on or before 12:00 noon, local time, at the location where the OFO will have its effect, the following calendar day. An OFO shall remain in effect until Transporter contacts Shippers.
- (e) Notification. Transporter will notify Shipper through Shipper's choice of Electronic Notice Delivery Mechanism(s) pursuant to Section 6.1(e)(v)(B) of the General Terms and Conditions upon issuance of an OFO. The notice shall specify (i) the time and date of issuance of the notice, (ii) the actions that affected Shippers are required to take, (iii) the nature of the problem sought to be addressed, (iv) the time by which affected Shippers must comply with the OFO, (v) the anticipated duration of the OFO (unless otherwise indicated in the notice, the OFO remains in effect until Transporter contacts Shippers, and (vi) any other conditions. Shipper must notify Transporter of the name and telephone number of a person who will be available on a 24-hour basis to receive notice of the issuance of an OFO.
- (f) Failure to Comply. Shipper's response to an OFO shall not be needlessly constrained by restrictions related to the submission and processing of Intraday Nominations. Shipper will be excused from complying with OFOs to the extent they are unable to comply due force majeure as defined herein. Otherwise, failure to comply in a timely manner (as specified in the OFO or this Section 11) with an OFO may result in an immediate reduction in Deliveries for the account of the noncomplying Shipper(s). In the event Shipper does not promptly or adequately respond to an OFO, Transporter shall have the right, but not the obligation, to take such remedial or corrective actions as Transporter deems prudent (including buying or selling Gas). Transporter shall be

11.3 Operational Flow Orders

- (f) (continued)
made whole by the noncomplying Shipper(s) for all remedial or corrective costs that Transporter incurs.
- (g) Liability. Transporter shall not be liable for any costs incurred by any Shipper in complying with an OFO (including, but not limited to, increased Gas supply costs), in the absence of negligence or undue discrimination by Transporter evaluated in light of the emergency conditions under which the OFO was issued. Transporter shall not be responsible for any damages (direct or consequential) that result from any reduction in Deliveries that are occasioned by any Shipper's failure to comply promptly and fully with an OFO. The failure of any Shipper to comply in a timely manner with an OFO may, but will not necessarily, subject such Shipper to liability for other Shippers whose service may be adversely affected.

Notwithstanding the above, a Shipper who fails to comply in a timely fashion with an OFO shall hold Transporter harmless and shall indemnify Transporter for any liability which may result from or arise out of damages sustained by any other Party or person due to the failure to comply.

Shipper shall not incur any charges or penalties if such charges or penalties would not have been incurred but for Shipper's compliance with an OFO.

- 11.4 Corrective Action by Transporter. Transporter may require Shippers to take affirmative action such as increasing, decreasing, or suspending receipts or Deliveries where necessary to reasonably restore balance at any time. In normal circumstances, Transporter will allow Shipper at least 24 hours within which to make the required adjustments. Nonetheless, Transporter shall have the right to require necessary adjustments to be made following at least 4 hours notice. Notwithstanding foregoing, Transporter reserves the right where necessary to reasonably restore balance at any time to adjust or suspend receipts or Deliveries in order to reduce any out-of-balance conditions or to eliminate variances between scheduled quantities and actual flows. Transporter shall give at least 4 hours' notice prior to adjustment or suspension of service under this provision.
- 11.5 Force Majeure. In the event (1) that either Transporter or Shipper is rendered unable wholly or in part to carry out its obligations under the Agreement, (2) that such inability is caused by an event of force majeure as defined herein, and (3) that the Party whose ability to perform is affected communicates to the other Party (as soon as practicable after the occurrence of such event of force majeure and communicated in writing, by facsimile, or by Electronic Transmission), giving notice and full particulars of such event of force majeure, then the obligations of the Parties to the Agreement shall be suspended to the extent of, and for the duration of, the event of force majeure. However, the obligation of Shipper to make payment under the Agreement shall not be affected, except as provided in Section 11.5 herein. Both Parties shall exercise due diligence to remedy the cause of such event of force majeure, with all reasonable dispatch.

11.5 Force Majeure (continued)

The term "force majeure" as used in this Tariff shall include, but shall not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy or terrorists, wars, blockades, insurrections, riots, epidemics, landslides, lightning, volcanoes, hurricanes, tornadoes, earthquakes, fires, storms, floods, washouts, arrest and restraint of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, freezing of pipeline, partial or entire failure of wells, failure to obtain materials and supplies due to governmental regulations, and causes of like or similar kind, whether herein enumerated or not, and not within the control of the Party claiming suspension, and which by the exercise of due diligence such Party is unable to overcome; provided that the exercise of due diligence shall not require settlement of labor disputes against the better judgment of the Party having the dispute.

The term "force majeure" as employed herein shall also include, but shall not be limited to, inability to obtain or acquire at reasonable cost, grants, servitudes, rights-of-way, permits, licenses, or any other authorizations from 3rd Parties or agencies (private or governmental) or inability to obtain or acquire at reasonable cost necessary materials or supplies to construct, maintain, and operate any facilities required for the performance of any obligations under the Agreement, when any such inability directly or indirectly contributes to or results in either Party's inability to perform its obligations. In events of force majeure, Transporter's responsibility will be limited to taking reasonable and prudent actions to eliminate or remedy such circumstances, and Transporter shall have no liability for any losses occasioned by events of force majeure.

When Transporter interrupts service (causing interruption during the Day of scheduled firm quantities or can not schedule firm quantities between Primary Point(s)) and gives notice that such interruption is due to force majeure, as defined hereinabove, effective at the time capacity is first interrupted any affected Shipper that had scheduled firm Nominations reduced or Nominations not scheduled between Primary Point(s) under any of Transporter's firm rate schedules shall receive a credit. The credit shall be equal to twenty-five percent (25%) of the daily reservation rate (and/or storage capacity rate, when applicable) under such Shipper's affected Agreement, times the quantity of capacity interrupted as reduced by such quantities scheduled and flowing to Secondary Point(s) for each Day of interruption. If the event of force majeure continues for fourteen (14) Days or more, the crediting shall be discontinued as of the beginning of the fifteenth Day, leaving the Shipper liable for the applicable full reservation rate and/or storage capacity rate, when applicable, pursuant to the affected Agreement from that Day forward. If the event of force majeure continues for forty-five (45) Days or more, the crediting shall resume as of the beginning of the forty-sixth Day, and shall continue indefinitely until the force majeure is remedied.

- 11.6 Alterations and Repairs. In addition to Transporter's right to issue an Operational Flow Order as discussed in Section 11.3 herein, Transporter shall also have the right to interrupt the Transportation or injection or withdrawal from storage any Gas for Shipper when necessary to test, alter, modify, enlarge, repair, or maintain any facility or property comprising a part of, or appurtenant to, its system, or otherwise related to the operation thereof. Transporter shall endeavor to cause a minimum of inconvenience to Shipper. Except in cases of emergency, Transporter shall give advance notice to Shipper of its intention to so interrupt such Transportation, injection, or withdrawal, stating the anticipated timing and magnitude of each such interruption. Except as set forth above, Transporter shall have no other responsibilities to Shipper for any alterations or repairs and no liability for any losses occasioned by such alterations or repairs except to the extent that Transporter has acted in an unreasonable or imprudent manner.

12. BILLING AND PAYMENT

- 12.1 It is Transporter's intent to comply with the standards published by the North American Energy Standards Board (NAESB). NAESB Standards related to this Billing and Payment section are incorporated by reference in Section 1.32, except for the following NAESB Standards incorporated verbatim:
- 3.3.14 The imbalance statement should be rendered prior to or with the invoice, and the transportation invoice should be rendered on or before the 9th Business Day after the end of the production month. Rendered is defined as postmarked, time-stamped, and delivered to the designated site.
- 3.3.15 Prior period adjustment time limits should be 6 Months from the date of the initial transportation invoice and 7 Months from date of initial sales invoice with a 3-Month rebuttal period, excluding government-required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods.
- 3.3.17 Party making payment should submit supporting documentation; Party receiving payment should apply payment per supporting documentation provided by the paying Party; and if payment differs from invoiced amount, remittance detail should be provided with the payment, except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two Business Days of the payment due date.
- 3.3.19 If invoice is in dispute, pay portion not in dispute and provide documentation identifying basis for the dispute.
- Transporter hereby incorporates the requirements of above sections into this Billing and Payment section.
- 12.2 Statement by Shipper. Where Shipper operates the measurement facilities and such facilities include electronic measurement equipment or where a third party Tenders Gas for the account of Shipper, Shipper or its agent shall electronically submit to Transporter on or before 9:00 a.m. CCT of each day the dry Dth and Btu of Gas received by Transporter at the Point(s) of Receipt during the preceding Day. Where electronic measurement equipment is not used at the Point of Receipt, such data shall be provided to Transporter in hard copy on or before the 5th Day of each Month.

- 12.3 Statement by Transporter. On or before the ninth (9th) Business Day of each Month, Transporter shall Render or furnish via email or other methods described in Section 12 to Shipper a statement setting forth information relevant to the preceding Month's transactions under the Agreement.
- 12.4 Invoice, Payment and Late Charges
- (a) Invoice. On or before the ninth (9th) Business Day of each Month, Transporter shall invoice Shipper for services provided by Transporter during the preceding Month. Shipper shall pay the invoiced amount within ten (10) Days of the invoice date. In order to be considered timely, any payments made by mail must be received by Transporter on or before the date due. Unless otherwise specified in an applicable tariff, General Terms and Conditions, or contract, the effective payment due date of an invoice when such due date does not fall upon a Business Day (as defined in NAESB Standard 3.2.1) should be the first Business Day following the due date. (NAESB Standard 3.3.25)
 - (i) Invoices shall be deemed Rendered when Transporter posts notification on its electronic bulletin board that invoices are final. Shipper may also access their invoices on Transporter's interactive website or may request to have invoices Rendered via U.S. Mail. If the Shipper elects to have invoices Rendered via U.S. Mail, then Shipper's invoice shall be deemed Rendered when Transporter places such invoice in the U.S. Mail service with sufficient postage for delivery to the person and address designated pursuant to the applicable service agreement.
 - (ii) A Shipper may request a complimentary e-mail notification of posting of the invoice on the electronic bulletin board, provided that it is the Shipper's responsibility to maintain current e-mail information with Transporter to ensure delivery.
 - (iii) A Shipper may elect to change its invoice delivery mechanism by notifying Transporter before the end of the Month to be effective for the next billing cycle.
 - (b) Payment. Payment received from Shipper shall be accompanied by a payment remittance setting forth the total payment and amount of payment to apply to late charges pursuant to Section 12.4(c) and each outstanding invoice by number. Subject to Section 12.4(c), Transporter shall apply payment per the payment remittance. If the invoice is in dispute, Shipper shall pay the portion not in dispute and provide documentation identifying the basis for the dispute.

12.4 Invoice, Payment and Late Charges (continued)

- (c) Late Charges. Should Transporter fail to receive all invoiced amounts when due, Shipper shall pay Transporter a late charge based on the unpaid balance. Such late charge shall accrue daily from the due date at a rate of interest equal to that specified pursuant to 18 CFR Section 154.501(d) and compounded quarterly. If payment is due on a Day other than a Business Day, no interest will be charged if Transporter receives payment on the next Business Day. If such payment is not received on the next Business Day, interest shall be charged for all Days back to the due date. In the event a late charge accrues to an amount less than \$10, Transporter will not invoice the late charge amount and such charge shall not be reflected on Shipper's account. Subject to requirements of regulatory bodies having jurisdiction and without prejudice to any other rights and remedies available to Transporter under the law and the agreement(s), Transporter shall have the right, but not the obligation, to discontinue Transportation and/or Storage Service hereunder if any charges remain unpaid for 30 days after the due date thereof. However, in the event of a bona fide dispute between the Parties with respect to the charges, Transporter shall have the right to discontinue the Transportation and/or Storage Service hereunder beginning 30 Days after the issuance of a final nonappealable decision by a court of competent jurisdiction in favor of Transporter if Shipper has failed to remedy or correct such violation within said 30-Day period. Transportation and/or Storage Service may be resumed upon payment by Shipper of all unpaid charges.
- (d) Municipality Limited Liability. If a Shipper is a municipally-owned utility (local government owned entity engaged in the provision of utility service to its constituents), then these additional provisions will apply. Transporter may agree that it will not collect a municipally-owned utility's unpaid invoices from the other financial resources of the governing municipality insofar as the law governing the municipality's utility operations prevents such actions. The Transporter may also agree to condition the effectiveness of multi-year obligations on appropriations, but to obtain such a condition from Transporter, Shipper must agree to request sufficient monies in the governing municipality's appropriations process to meet its expected obligations under any service agreement with Transporter. Upon request, Transporter agrees to include a provision in Shipper's service agreement detailing the requirements of this section.

- 12.5 Imbalance Cash-Out. Each Month, Transporter shall invoice Shipper for Cash-Out charges related to any imbalances due Transporter. The invoice pertaining to the imbalance for the preceding Month shall be Rendered or furnished via email or other methods described in Section 12 on or before the ninth (9th) Business Day of the current Month with payment to be made in accordance with Section 12.4.

On or before the 22nd Day of each Month, Transporter shall make payment to Shipper for Cash-Out charges related to imbalances due Shipper and generated during the preceding Month pursuant to Section 10 of these General Terms and Conditions of this Tariff. Each Month, on or before the ninth (9th) Business Day, Transporter shall invoice Shipper for Transportation charges related to Imbalance Transfer/Swap activity related to any Imbalance Transfer/Swap transaction effected during the preceding Month. Shipper shall pay Transporter pursuant to Section 12.4.

- 12.6 Corrections. The time period for corrections to invoice or statement data shall be six (6) Months from the date of the initial invoice or statement with a three (3) Month rebuttal period, excluding government required rate changes. This limitation does not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact, nor shall this limitation diminish the Parties' other statutory or contractual rights. If there is a deliberate omission or misrepresentation of fact, there will be no time limit on correction of the invoice. If there has been a mutual mistake of fact, no corrections shall be made for an invoice error unless the Party gives notice thereof within twelve (12) Months after the error was committed.
- 12.7 Prepayment of Reservation Charges. Upon a firm Shipper's election, such Shipper may, at any time, prepay reservation charges and reservation surcharge(s) under the Agreement. If the Shipper elects to prepay reservation charges and reservation surcharge(s) and the Agreement is subsequently terminated in accordance with terms set forth in the Agreement, Transporter shall refund to Shipper that portion of any prepayment which applies to the period subsequent to the termination.
- 12.8 Discounts. In the event rates are discounted, the component of the currently applicable Maximum Rate which shall be discounted is the base rate reservation charge.

13. FUEL AND L&U

- 13.1 "Fuel Gas" shall mean a quantity of Gas, determined as a percentage of (1) Receipt Quantities for Transportation Fuel Gas, (2) Receipt Quantities for Cheyenne Firm Compression Fuel Gas or (3) storage injection quantities, for CIG Mainline Storage Fuel Gas, which is required to provide service under this Tariff. Percentages associated with Receipt Quantities for Transportation Fuel Gas shall be determined and adjusted semi-annually to be effective each April 1 and October 1 of a given year. The percentages associated with storage injection quantities for CIG Mainline Storage Fuel Gas and Receipt Quantities for Cheyenne Firm Compression Fuel Gas shall be determined and adjusted annually. The percentages shall be calculated as follows:
- (a) Fuel Gas shall be divided into three components. The first component shall be system-wide Fuel Gas, not including Storage Fuel Gas or Cheyenne Firm Compression Fuel Gas, and shall be termed Transportation Fuel Gas. The second component, termed Cheyenne Firm Compression Fuel Gas, shall be only that Fuel Gas consumed in the Cheyenne Plains Jumper Compressor Station. The third component, termed Storage Fuel Gas, shall be only that Fuel Gas consumed in the compressors serving Transporter's storage fields.
 - (b) For Transportation and Cheyenne Firm Compression Fuel Gas, the percentage shall be computed using the most recent twelve months of available data. The Transportation Fuel Gas percentage shall be applied to rate schedules TF-1, TF-4 and TI-1. The Cheyenne Firm Compression Fuel Gas percentage shall be applied to rate schedule CS-1.
 - (c) For CIG Mainline Storage Fuel Gas, the percentage shall be computed using the most recent three years of available data and shall be applied to rate schedules NNT-1, NNT-2, FS-1 and IS-1.
 - (d) For Young Storage Fuel and Unaccounted-for Gas, the percentage shall be retained in the same percentage as the percentage in Young Gas Storage Company's FERC Gas Tariff and shall be applied to Rate Schedules TSB-Y, FS-Y and IS-Y.
 - (e) For Totem Storage Fuel and Unaccounted-for Gas, the percentage shall be as accepted by the Commission in Docket No. CP08-30-000. Such percentage shall be re-computed using twelve months of available data, as normalized, and shall be applied to Rate Schedules TSB-T, FS-T and IS-T.

- 13.2 "Lost, Unaccounted For and Other Fuel Gas" shall mean a quantity of Gas stated in terms of a percentage of Receipt Quantities, computed and adjusted quarterly. The Lost, Unaccounted For and Other Fuel "(L & U and Other Fuel)" retention percentage for a calendar quarter shall be computed as follows:
- (a) Calculate the actual total system fuel and loss quantity (receipts less Deliveries) for a twelve-month period ending three months prior to the beginning of the quarter ("Period"), and reduce that total fuel quantity by (a) the actual compressor fuel use for that Period, (b) shrinkage reimbursement for processing of third Party Gas at Transporter's processing plants and (c) lost and unaccounted-for gas quantities attributable to Rate Schedule CS-1.
 - (b) Calculate the fuel quantity attributable to processing revenue by dividing the sum of (a) Transporter's actual product revenue for the Period and (b) Transporter's net revenue received during the Period for processing services rendered for Shippers by Transporter's average Cash Out Index Price for the Period.
 - (c) Calculate the fuel quantity attributable to electric commodity expenses by dividing Transporter's actual electric commodity expenses incurred for the Period by Transporter's average Cash Out Index Price for the Period.
 - (d) Calculate the Lost, Unaccounted For and Other Fuel Gas quantity by subtracting from the fuel quantity in (a) the fuel quantity in (b) and adding the fuel quantity in (c) above, and then adding a fuel quantity attributable to any previously deferred Excess L&U Quantity (by dividing the dollar value of the deferral by Transporter's Cash Out Index Price for the current period). Should the resulting Lost, Unaccounted For and Other Fuel Gas quantity be a negative amount, such amount will be deemed to be an Excess L&U Quantity and will be excluded from the calculation. Except as provided below, Excess L&U Quantity will be deferred and applied in future Lost, Unaccounted For and Other Fuel Gas filings when the calculations of any these future quarterly filings result in positive percentage.
 - (i) Excess L&U Quantities will be valued at the Cash Out Index Price, as posted on Transporter's EBB, for the month the Excess L&U Quantities are calculated and deferred.

13.2 Lost, Unaccounted For and Other Fuel Gas

(d) (continued)

(ii) Transporter will remit by invoice credit the value of the Excess L&U Quantity when any of the following occur:

(A) The Excess L&U Quantity exceeds 250,000 Dth; or

(B) There has been an Excess L&U Quantity in three consecutive calendar quarters; or

(C) Any Excess L&U Quantities that remain outstanding at the time of Transporter's annual Fuel true-up calculations pursuant to Section 13.5 below; or

(iii) Invoice credits of deferred amounts will be remitted to Shippers using an allocation based on the ratio of a Shipper's L&U Receipt Quantity to the total L&U Receipt Quantity during the Period.

(e) Derive the L & U and Other Fuel Retention Percentage by dividing the Lost, Unaccounted For and Other Fuel Gas volume in (d) by Transporter's total Receipt Quantity for the Period. The L & U and Other Fuel Retention Percentage will be posted on The Statement of Rates in Transporter's Tariff, and such Tariff provision, together with supporting workpapers, shall be filed with the Commission 30 days prior to the beginning of any calendar quarter. Said percentage for Lost, Unaccounted For and Other Fuel Gas shall be applied to rate schedules TF-1, TF-4 and TI-1.

(f) The Lost and Unaccounted-For Gas Retention Percentage for Transporter's Rate Schedule CS-1 shall be as stated on Part II: Statement of Rates, Fuel and L&U Rates.

(g) Fuel Reimbursement percentages shall be posted by and be effective at the beginning of the Month (NAESB WGQ Standard 1.3.28).

- 13.3 Applicability of Fuel Reimbursement. Except as provided below, when Transporter provides Transportation Service, Shipper shall be responsible for providing Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Points of Delivery under the same Transportation Service Agreement. Transporter will provide, if applicable, a fuel matrix for Point(s) of Receipt and Point(s) of Delivery combinations. Shipper is not responsible for calculating and totaling fuel based on each zone or facility traversed (NAESB WGQ Standard 1.3.30).

Fuel Reimbursement shall not be required in the following circumstances:

- (a) For Transportation service provided in conjunction with storage service, when Fuel Reimbursement has been furnished for the storage Gas delivered to the point of injection, no additional fuel shall be required from Shipper for Transportation between the point of Withdrawal and point of Delivery.
- (b) When Transporter provides storage service, storage Fuel Gas Reimbursement will be provided by Shipper at point of Injection.
- (c) When Transportation service is provided using the paths identified here or on Transporter's EBB. Examples of the paths are:
 - (i) Powder River Lateral (south to north)
 - (ii) Weld County Lateral (east to west)
 - (iii) Mocane to Campo (east to west)
 - (iv) North Raton Lateral
- (d) When transportation service occurs within the Northeast Colorado Storage System which is Kit Carson Station to Watkins Station and Fort Morgan to Watkins Station.

13.3 Applicability of Fuel Reimbursement (continued)

- (e) When Transportation service occurs in the No-Fuel Wheeling Area which is located on Transporter's Uinta and Parachute Creek Laterals. The No-Fuel Wheeling area shall consist of the facilities between the Anabuttes Meter Station and the Greasewood Compressor Station on the Uinta Lateral and between the PSCo Rifle Plant and the Greasewood Compressor Station on the Parachute Creek Lateral. Transportation occurring within the No-Fuel area that involves high pressure receipts and lower pressure deliveries will be eligible for the No-Fuel Wheeling Reimbursement Percentage if the transaction does not require Transporter compression in order to receive or deliver Gas.
- (f) When transportation service occurs between Transporter's Enterprise North Point of Receipt and the inlet of the Box Elder Point of Delivery.
- (g) When transportation service occurs between Transporter's Blue Forest Point of Receipt and its Alkali Pond Point of Delivery.
- (h) When transportation service occurs between Transporter's Point of Receipt into the Spruce Hill gas quality control facilities and its Spruce Hill High Delivery Point Interconnect.

13.4 Fuel Reimbursement calculations shall be accomplished pursuant to NAESB WGQ Standards.

- (a) Fuel Reimbursement calculation shall be rounded to the nearest Dth for each Nomination transaction.
- (b) Balanced Nomination transactions are calculated as follows: Receipt Quantity times $(1 - (\text{Fuel Reimbursement Percentage} / 100))$ equals Delivery Quantity.
- (c) In the event of differences resulting from rounding the calculation of Fuel Reimbursement, a Nomination shall not be rejected for differences less than 5 Dth (NAESB WGQ Standard 1.3.29).
- (d) Fuel Reimbursement quantities have the same scheduling priority as their base Nomination (NAESB WGQ Standard 1.3.31).

13.5 True-up Mechanism

- (a) The calculation of the Fuel Reimbursement Percentages for Transportation Fuel Gas, Lost, Unaccounted For and Other Fuel Gas, Storage Fuel Gas and Rate Schedule CS-1 Cheyenne Firm Compression Fuel Gas shall include a true up feature. The true up feature will be implemented as follows.
 - (i) For all fuel reimbursement percentages, Fuel Gas shall be the sum of the (1) actual gas used and (2) the amount, if any, of under or over recovered Fuel Gas (positive or negative) which is accumulated for the twelve-months reported in each fuel filings.
 - (ii) The unrecovered Fuel Gas shall be determined each month and shall consist of the difference between (1) the actual fuel according to Transporter's books and records and (2) the retention volumes received from Shippers pursuant to this provision. Prior period adjustments, either credits or debits, will be included.
 - (iii) The unrecovered (or overrecovered) amount of fuel shall be recorded in a net deferred asset or net deferred liability account. The actual balance (positive or negative) for each twelve-month period shall be recouped from/ or credited to Shippers prospectively in each filing. The deferred account will be subdivided so that each period's accumulation (twelve-months) of unrecovered (or overrecovered) amount and the amortization thereof through a rate adjustment will be kept separate from future accumulations. Any over or under recovery of fuel will be carried forward to the next period. Prior period adjustments, either credits or debits, will be included. The amortization of decatherms will be accounted for and reported upon in each fuel filing.
 - (iv) The twelve-month data collection period for Transportation Fuel Gas, Lost, Unaccounted-For and Other Fuel Gas and Rate Schedule CS-1 Cheyenne Firm Compression Fuel Gas will commence July 1, 2006. This twelve-month period will be used to calculate the true up adjustment in the annual filing effective October 1, 2007.
 - (v) The twelve-month data collection period for Storage Fuel Gas shall commence January 1, 2006 and be applied to the reimbursement percentage effective October 1, 2007.
 - (vi) The Lost, Unaccounted For and Other Fuel Gas true up mechanism will reflect the application of any Excess L&U Quantity as a gas quantity retained from Shipper.

- 13.6 Neither the Fuel Gas reimbursement percentage nor the Lost, Unaccounted For and Other Fuel Gas retention percentage may be less than zero.

- 13.7 High Plains ("HP") Transportation Fuel Gas, HP L & U and Other Fuel Gas, HP Incremental Gas Quality Fuel Gas, Young Storage Fuel and Unaccounted-For Gas, and Totem Storage Fuel and Unaccounted-for Gas Retention Percentages. HP Transportation Fuel Gas and HP L&U and Other Fuel Gas retention percentages shall mean a quantity of Gas, determined based on all Receipt Quantities required to provide High Plains Transportation Service under this Tariff. HP Incremental Gas Quality Fuel Gas retention percentage shall mean a quantity of Gas used at the blending facilities, determined as a percentage of HP Receipt Quantities using HP Incremental Fuel Gas for ultimate delivery to East Denver Point of Delivery. Young Storage Fuel and Unaccounted-For Gas retention percentage shall mean a quantity of gas required to provide Young Storage related services. Totem Storage Fuel and Unaccounted-For Gas retention percentage shall mean a quantity of gas required to provide Totem Storage related services. Said percentages shall be determined and adjusted annually and calculated as follows:
- (a) For HP Transportation Fuel Gas, the percentage shall be computed using the most recent twelve months of available compressor data and shall be applied to Rate Schedules TF-HP and TI-HP;
 - (b) For HP L & U and Other Fuel Gas, the percentage shall be computed using the most recent twelve months of available data and shall be applied to Rate Schedules TF-HP and TI-HP. Such data shall include all HP receipts and deliveries and all miscellaneous fuel cases recorded in FERC Account No. 812.
 - (c) For HP Incremental Gas Quality Fuel Gas, (the quantity of fuel used at the blending facilities to meet delivery specifications at East Denver), the percentage shall be computed using the most recent twelve months of available data and shall be applied to Rate Schedules TF-HP and TI-HP; and
 - (d) Young Storage Fuel and Unaccounted-For Gas shall be those quantities retained by Young Gas Storage Company, Ltd. related to Transporter's acquired Young Storage capacity and shall be applied to Rate Schedules TSB-Y, FS-Y and IS-Y. Refer to Young Storage's currently effective fuel reimbursement percentage found in Part II: Statement of Rates, Section 2 – Fuel and L&U Rates.
 - (e) For Totem Storage Fuel and Unaccounted-For Gas, the percentage shall be computed using twelve months of available data, as normalized, related to Totem Storage activity and shall be applied to Rate Schedules TSB-T, FS-T and IS-T.

13.7 High Plains ("HP") Transportation Fuel Gas, HP L & U and Other Fuel Gas (continued)

- (f) For purposes of Transporter's annual filing to be effective October 1, 2008, the HP Transportation Fuel Gas retention percentage, HP L & U and Other Fuel Gas retention percentage, HP Incremental Gas Quality Fuel Gas retention percentage, HP Storage Fuel Gas retention percentage, and Totem Storage Fuel and Unaccounted-For Gas retention percentage shall be the percentages as filed and approved in Docket Nos. CP07-207-000 and CP08-30-000.
- (i) For purposes of Transporter's annual filing to be effective October 1, 2009, the HP Transportation Fuel Gas retention percentage, HP L & U and Other Fuel Gas retention percentage, HP Incremental Gas Quality Fuel Gas retention percentage, and HP Storage Fuel Gas retention percentage shall be computed using all months of available data beginning from the in-service date of the HP facilities and ending three months prior to the proposed effective date. The Totem Storage Fuel and Unaccounted-For Gas retention percentage shall be the percentages filed and approved in Docket No. CP08-30-000. Thereafter, the provisions of Section 13.8(a) through (d) respectively shall apply.
- (g) The calculation of the HP Transportation Fuel Gas retention percentage, HP L & U and Other Fuel Gas retention percentage, HP Incremental Gas Quality Fuel Gas retention percentage, Young Storage Fuel Gas retention percentage, and Totem Storage Fuel and Unaccounted-for Gas retention percentage shall each include a true up feature. The true up feature will be implemented identical to the methodology described in Section 13.5(a)(i) through (iii).
- (h) High Plains Transportation Fuel Gas Reimbursement shall not be required for transactions within the High Plains System between Block Valve 6 and the Flying Hawk Meter Station so long as the transaction does not require Transporter compression in order to receive or deliver Gas.

14. PENALTIES

14.1 Scheduled Imbalance Penalty

- (a) Nominated Receipt and Delivery Quantities are expected to be in balance.
 - (i) Receipt-to-Delivery balancing is determined after adjustment for applicable Fuel Reimbursement.
 - (ii) Nominations for imbalance payback to or from Transporter are considered to be in balance for purposes of this section.
- (b) To the extent that a Shipper's Nominations under any Transportation Service Agreement result in a Scheduled Imbalance Quantity, such Shipper shall be subject to the following Scheduled Imbalance Penalties:
 - (i) Scheduled Imbalance Penalties are based on Scheduled Imbalance Quantity divided by the larger of total scheduled Delivery Quantities or total net Receipt Quantities (total Receipt Quantities less Fuel Reimbursement). Such difference shall be expressed as a Scheduled Imbalance Percentage.
 - (ii) Scheduled Imbalance Penalty charges are based on the following schedule which is applicable to Transporter's Maximum Interruptible Transportation Commodity Rates:

| <u>Percentage Applicable to Interruptible Scheduled Imbalance Percentage</u> | <u>Transportation Commodity Rate</u> |
|--|--------------------------------------|
| 0 to 5% | 0% |
| >5% to 10% | 100% |
| >10% to 20% | 200% |
| >20% to 40% | 300% |
| >40% to 80% | 500% |
| >80% | 1000% |

- (c) Exception to Scheduled Imbalance Penalty. Scheduled Imbalance Penalties shall be waived for the following reasons:
 - (i) if Shipper's Scheduled Imbalance is a result of Shipper's compliance with directives issued by Transporter under an Operational Flow Order.
 - (ii) Shipper's Scheduled Imbalance is affected by a declaration of a Force Majeure event by Transporter.

14.1 Scheduled Imbalance Penalty
(c) (continued)

- (iii) Shipper has elected to use Transporter's Automatic Parking and Lending Service unless usage of such Service has been suspended by Transporter pursuant to Section 2.1 of Rate Schedule APAL-1.

14.2 Penalties that are in excess of Transporter's actual cash Gas costs that are received by Transporter pursuant to the operation of Sections 10 and 14.1 shall be credited annually to Transporter's firm and interruptible Transportation Shippers on a pro rata basis in accordance with the quantities Transported for each Shipper. Transporter shall calculate and credit interest on penalties received at rates set pursuant to 18 CFR Section 154.501(d). In addition, Transporter will file a report with FERC on or before August 31 of each year detailing the penalties assessed for the 12 month period ending the preceding June 30.

14.3 Penalty Provisions. Shipper will only be subject to one penalty for the same type of infraction involving any quantity of Gas in conjunction with Transportation Service provided under the General Terms and Conditions.

15. REVENUE SHARING MECHANISM

- 15.1 Firm Unauthorized Overrun Revenue Crediting. The actual Unauthorized Overrun revenues, that are in excess of Transporter's costs associated with an Unauthorized Overrun event, received by Transporter in any fiscal year (from October 1 through September 30) under a firm Transportation Rate Schedule shall be credited to all firm transportation Shippers by invoice credit. Such credit shall be in proportion to Transportation reservation charge revenues received from each firm transportation Shipper during the subject fiscal year, and shall be made not later than the January statement sent subsequent to the fiscal year end by Transporter pursuant to Section 12.4 of this Tariff.
- 15.2 Interruptible Unauthorized Overrun Revenue Crediting. The actual interruptible Unauthorized Overrun revenues that are in excess of Transporter's costs associated with any interruptible Unauthorized Overrun event, received by Transporter in any fiscal year (from October 1 through September 30) under a Rate Schedule TI-1 Agreement, shall be credited to all Rate Schedule TI-1 Shippers by invoice credit. Such credit shall be on a pro rata basis in accordance with revenues received from each Rate Schedule TI-1 Shipper during the subject fiscal year, and shall be made not later than the January statement sent subsequent to the fiscal year end by Transporter pursuant to Section 12.4 of this Tariff.
- 15.3 In the event gas is confiscated under Rate Schedules TSB-Y, TSB-T, NNT-1, NNT-2, PAL-1, PAL-HP, APAL-1, FS-1, FS-T, FS-Y, SS-1, IS-1, IS-T or HUB-1, Transporter will credit the value of such gas to Shippers as a part of CIG's quarterly Lost, Unaccounted For, and Other Fuel Gas tracker filings.
- 15.4 Rate Schedule IS-T Revenue Crediting. The actual Rate Schedule IS-T revenues, that are in excess of Transporter's variable costs and surcharges associated with Rate Schedule IS-T transportation, received by Transporter in any fiscal year (from October 1 through September 30) shall be credited to all Rate Schedule FS-T Shippers by invoice credit. Such credit shall be in proportion to Totem Storage reservation charge revenues received from each firm Totem Storage Shipper during the subject fiscal year. If Transporter files an intervening rate case before the end of the fiscal year, the rate case will address any remaining crediting months. The revenues to be credited, if any, shall be credited to Rate Schedule FS-T Shippers by invoice credit not later than April 15 of each year, or if a credit cannot be applied, a cash refund shall be distributed.

16. NON-FORCE MAJEURE RESERVATION CHARGE CREDITS

The provisions of Sections 16.1, 16.2, 16.3 and 16.4 apply to Rate Schedules TF-1, TF-HP, TSB-Y, TSB-T, NNT-1, NNT-2, FS-1, FS-Y and FS-T.

- 16.1 Transporter will provide reservation charge credits under certain conditions as described in this Section 16 during non force majeure situations when nominated primary firm quantities are not scheduled. Should Shipper be due a reservation charge credit, Transporter will provide a 100% reservation charge credit during non-force majeure events. This Section 16 shall not apply if Transporter has declared a force majeure condition pursuant to Section 11.5 of the General Terms and Conditions.
- 16.2 No credits of any kind under this Section shall be required if Transporter's failure to schedule, accept or deliver Gas is due to Shipper's failure to perform in accordance with the terms of the Agreement and the Tariff, including, but not limited to, Operational Flow Orders, failure to meet all applicable Gas quality specifications and failure of supply, transportation and/or market upstream of or downstream from Transporter's pipeline system.
- 16.3 Unless otherwise mutually agreed between Transporter and Shipper, no reservation charge credit shall be made with respect to any service nominated at Secondary or Flow Path Secondary Points of Receipt or Delivery. However, reservation charge credits shall be applicable to quantities scheduled to Points of Delivery or at Points of Receipt not listed as Primary Points of Delivery or Receipt on Shipper's agreement, to the extent that Transporter is unable to schedule Shipper's nominated and confirmed quantities due to a constraint occurring on the portion of the Primary Receipt-to-Delivery Flow Path utilized by that Shipper for that Gas Day.
- 16.4 Any reservation charge credit due Shipper pursuant to this Section 16 shall be credited against transportation charges for a future Month, offset against other amounts owed, or refunded if the Agreement has terminated. Such crediting shall be Shipper's sole and exclusive remedy for Transporter's failure as described herein unless damages incurred by Shipper are shown to be the result of negligence or willful misconduct by Transporter. If a court makes such a finding, then Transporter shall only be liable for its proportionate amount of negligence. Any corrections to credited amounts shall be resolved using the dispute procedures described in Section 12 of the General Terms and Conditions.

16.5 Rate Schedules TF-1, TF-HP, TSB-Y and TSB-T.

Subject to Sections 16.1, 16.2, 16.3 and 16.4, if Transporter fails to schedule Shipper's properly nominated and confirmed primary firm quantities, Shipper shall receive a full reservation charge credit unless such failure to schedule results from application of the scheduling priorities described in Section 6 of the General Terms and Conditions.

(a) Crediting Procedures:

- (i) Reservation charge credits shall be based on the quantity Transporter fails to schedule up to Shipper's MDQ by the close of the Evening Nomination Cycle (i.e., Cycle 2), provided that Shipper's properly nominated confirmed and scheduled quantities at the close of Intraday 3 Nomination Cycle (i.e., Cycle 5) have not increased above Cycle 2 scheduled quantity levels. Should Shipper's nominated and confirmed quantities at the end of Cycle 5 increase above Shipper's Cycle 2 nominated, confirmed and scheduled quantities, reservation charge credits will be based on Shipper's nominated, confirmed and scheduled quantities at the end of Cycle 5.
- (ii) In the event Shipper's nominated and confirmed quantities are curtailed by Transporter in the Timely Nomination Cycle (i.e., Cycle 1) and Shipper nominates the "un-scheduled" gas on a third-party pipeline, Shipper shall not be required to re-submit a nomination to Transporter in Cycle 2 to receive such reservation charge credit. Should Shipper's "un-scheduled" quantities be transported by Transporter in a subsequent intraday cycle, such Shipper's reservation charge credit will appropriately be reduced.
- (iii) Shipper shall provide a representation to Transporter that its nominated, confirmed and scheduled quantities on a third-party pipeline are the result of Transporter's inability to provide primary firm service.
- (iv) To the extent that Shipper does not nominate or provide the representation as required in Section 16.5(a)(iii), Transporter shall use an average of the immediately previous 7 Days daily quantities Delivered under Shipper's firm transportation contract(s) using Primary Capacity to derive the reservation charge quantity.

- (b) Calculation of payment:
 - (i) Subject to Sections 16.1, 16.2, 16.3, and 16.4, the reservation charge specified in the Agreement will be reduced by an amount equal to the product of (1) the credit quantity as determined pursuant to the procedures contained in Section 16.5(a) up to the Shipper's MDQ and (2) the rate per Dth equal to the quotient of the reservation rate in the Agreement divided by the number of applicable Days, rounded to the nearest tenth of a cent.
 - (ii) Subject to Sections 16.1, 16.2, 16.3, and 16.4, if Transporter fails to withdraw gas from Young or Totem storage and tender for Delivery daily quantities then, the reservation charge specified in the Agreement for the Month in which such Day occurs will be reduced by an amount equal to the product of (a) the quantity of Gas Transporter failed to Deliver (such quantity not to exceed Shipper's MDQ limited by Shipper's YADWQ or TADWQ, as applicable) times (b) the rate per Dth equal to the quotient of the applicable reservation rate divided by the number of days in such Month, rounded to the nearest tenth of a cent.

16.6 Rate Schedule NNT-1

- (a) Subject to Sections 16.1, 16.2, 16.3, and 16.4, if Transporter fails to Deliver quantities then the reservation charge specified in the Agreement for the Month in which failure occurs will be reduced by an amount equal to the product of (a) the quantity of Gas Transporter failed to Deliver (such quantity not to exceed Shipper's MDQ limited by Shipper's ADWQ) times (b) the rate per Dth equal to the quotient of the applicable reservation rate divided by the number of days in such Month, rounded to the nearest tenth of a cent. The quantity of Gas Transporter fails to Deliver shall be defined as the average of the immediately previous 7 Days quantities allocated to Shipper's NNT agreement(s).

16.7 Rate Schedules FS-1, FS-Y and FS-T

- (a) Subject to Sections 16.1, 16.2, 16.3 and 16.4, if Transporter, on any Day fails to withdraw from storage and Tender for Transportation the quantity requested to be withdrawn by Shipper from storage up to Shipper's ADWQ then the reservation charge specified in the Agreement for the Month in which such Day occurs will be reduced by an amount equal to the product of Gas that Transporter failed to withdraw and Tender on any such Day (up to Shipper's MDWQ) times the reservation charge as set forth in the Agreement (converted to a daily amount by being divided by 30.4) rounded to the nearest tenth of a cent.
- (b) Subject to Sections 16.1, 16.2, 16.3 and 16.4, if Transporter, on any day, fails to accept from Shipper quantities of Gas Tendered by Shipper for injection into storage, up to Shipper's MAC, Transporter shall provide a credit to Shipper. Such credit shall be in an amount equal to the difference between Shipper's MAC and the amount actually in storage for Shipper's account on the last Day of the Injection Period multiplied by the Storage Capacity Rate as set forth in the Agreement.

17. ANNUAL CHARGE ADJUSTMENT SURCHARGE

- 17.1 Purpose. For the purpose of funding of the FERC's costs incurred in any fiscal year, this Section 17 establishes an Annual Charge Adjustment ("ACA") as calculated by the Commission which shall be applicable to Transporter's transportation Rate Schedules TF-4, TSB-Y, TSB-T, NNT-1, NNT-2, TF-HP, TF-1, TI-1, TI-HP and HUB-1 and sales Rate Schedule S-1. All amounts assessed pursuant to this section shall be recorded in FERC Account No. 928. Transporter shall not seek to recover these annual charges in a NGA Section 4 rate case.
- 17.2 Basis of the Annual Charge Adjustment. The Rate Schedules referred to in Section 17.1 shall be subject to the ACA Surcharge to be charged at the Point of Delivery. For Transportation Service associated with Storage Service, Transporter shall charge Shipper after withdrawal from storage at the final Point of Delivery. Such ACA Surcharge shall be the unit charge shown on the Commission's website, as revised and posted annually. Such surcharge is incorporated by reference into Transporter's currently effective FERC Gas Tariff.
- 17.3 The proposed effective date of surcharges pursuant to this section shall be October 1.

18. WAIVERS

- 18.1 Penalty Waiver. Transporter may, in exercise of its reasonable discretion, and on a nondiscriminatory basis, waive all or a part of any penalty which might otherwise apply. Transporter shall maintain a record of all waivers granted. Such record shall include the identity of Shipper and the basis for Transporter granting the waiver and shall be available for public inspection at Transporter's office during normal business hours.
- 18.2 Waiver. The failure of either Party hereto at any time to require performance by the other Party of any provision of the Agreement shall in no way affect the right of such Party thereafter to enforce the same, nor shall the waiver by either Party of any breach of any provision hereof by the other Party be taken or held to be a waiver by such Party of any succeeding breach of such provision, or as a waiver of the provision itself.
- 18.3 Transporter may waive any of its rights under this Tariff or any obligations of Shippers under this Tariff for good cause and on a basis which is not unduly discriminatory. No waiver shall operate or be construed as a waiver of future rights or obligations, whether of a like or different character.

19. DESCRIPTIVE HEADINGS

The headings contained in any Agreement executed pursuant to the Terms and Conditions of this Tariff, in the applicable Rate Schedule, and in the General Terms and Conditions are for reference purposes only and shall not affect the meaning or interpretation of the Agreement.

20. ELECTRONIC BULLETIN BOARD

20.1 General

- (a) **Definition.** Electronic bulletin board or "EBB" shall mean the electronic system(s) established by Transporter to effectuate the exchange of both public and proprietary information between Transporter and Shippers and/or electronic bulletin board users. The distinction between Transporter's public and proprietary information systems, with regards to specific references to the EBB or electronic bulletin board in this Tariff, are governed by the contextual usage of the terms. The EBB system will include Transporter's proprietary interactive website, which is utilized for the exchange of a Shipper's contract-specific information. In addition, the EBB system will present publicly available information as required by the regulatory mandate of various commission orders, especially the Order No. 636 series of orders. The details of the EBB system meeting these regulatory requirements are described in the remainder of this Section 20.
- (b) Transporter supports via Electronic Communication, the exchange of certain business information utilizing the EDI data sets (Data Dictionaries) included in the NAESB Standards.

20.2 Electronic Bulletin Board System Characteristics and Information.

- (a) **Regulatory Requirements.** Transporter will maintain an electronic bulletin board in compliance with the FERC's Order No. 636, et al., which will provide bulletin board users with information on transportation capacity available from the Transporter or through the capacity release provision of Section 9 hereof. Transporter also complies with the regulatory requirements of the FERC as they relate to the provision of specific business information via EDI, in the manner described above.
- (b) **Accessibility.**
 - (i) The EBB will be generally accessible to anyone having executed the appropriate access agreements and forms and an internet connection. EDI information will be available to any Party having executed an EDI Trading Partner Agreement with Transporter. The EBB will be accessible seven Days a week.

20.2 Electronic Bulletin Board System Characteristics and Information (continued)

- (c) User-Friendliness and Interactive Features. The EBB will be menu-driven, with file search, download and on-line help capabilities. Information posted on the EBB will be chronologically sequenced with the most recent information presented first. Transporter will periodically purge the EBB to remove completed transactions.

Transporter's EBB will provide for interactive communication between Transporter and the Shippers and potential Shippers on Transporter's system. This interactive communication will include the ability to electronically submit offers to release capacity, to receive bids in response to such offers, to validate and evaluate the bids, and to execute contracts formalizing such releases and acquisitions of capacity.

- (d) Retention and Availability of EBB Information. Transporter will conduct a daily backup of the EBB information. This information will be archived for three years on electronic media. Transporter shall make Capacity Release historical data available on a consistent basis, which will provide for retrieval of open and closed offers during the three year FERC archival period (NAESB Standard 5.3.20). Shippers or other parties desiring specific historical data may request, either electronically or in writing, a search of the archived information. Transporter will provide, at Party's discretion, hardcopy or electronic media versions of the requested data and will charge a fee to recover the costs of the time and materials associated with the data search and recovery. Notwithstanding this Section 20.2(d), Transporter shall retain its affiliate waiver log for five years from the date of posting.

20.3 Posting of Available Capacity. Transporter will post on the EBB, and will make available via EDI utilizing the NAESB Standard data sets, separately stated information relating to the firm and interruptible transportation capacity available on its transmission system detailed as to:

- (a) Receipt and Delivery Point(s), as the data at those points relates to main line segments and Transportation routes.
- (b) by pipeline Segments.
- (c) CIG Mainline Storage Fields, including the relationship of NNT and FS-1 storage inventories to the Reservoir Integrity Inventory Limit.
- (d) Young Storage, including the relationship of TSB-Y and FS-Y storage inventories to the Young Storage Reservoir Integrity Inventory Limit.
- (e) Totem Storage, including the relationship of TSB-T and FS-T storage inventories to the Totem Storage Reservoir Integrity Inventory Limit.

20.3 Posting of Available Capacity (continued)

- (f) Whether capacity is available from Transporter or through the capacity releasing provisions of this Tariff. This information will be reviewed and updated daily, weekly, or monthly, as appropriate.

20.4 Posting of Notice of Interest to Acquire Capacity. In the event a Party is interested in acquiring ("interested Party") capacity on Transporter's system, Transporter shall post a Notice of Interest to Acquire Capacity ("Notice") on its electronic bulletin board within one (1) Business Day of receipt of such Notice. The Notice shall remain posted for no longer than 30 Days. To be qualified to post Notice, the interested Party must be prequalified pursuant to Section 9.4 of the General Terms and Conditions of this Tariff for the level of capacity it seeks to acquire. The interested Party may furnish all data for posting which it deems appropriate, but at a minimum, such data shall include the following:

- (a) interested Party's legal name, address, and person to contact for additional information;
- (b) the term of the proposed acquisition;
- (c) the maximum Reservation Rate(s) (including Reservation Surcharge(s)) the interested Party is willing to pay for the capacity;
- (d) the Primary Point(s) of Delivery;
- (e) the Primary Point(s) of Receipt; and
- (f) the capacity desired at each Primary Point(s) of Receipt and Primary Point(s) of Delivery.

20.5 Posting of Imbalance Information. At Shipper's request, Transporter will publicly post Shipper's current imbalance status on the EBB. The information to be posted and timing of the posting, is detailed in Section 10.2, of these General Terms and Conditions. This information may be used to arrange "swaps", as detailed in Section 10.2(a), with another Shipper to reduce or eliminate imbalances under both Shippers' transportation agreements.

- 20.6 Buy/Sell and Capacity Brokering Arrangements. Transporter has no buy/sell or capacity brokering arrangements. Therefore, no data relating to these types of arrangements will appear on Transporter's EBB.
- 20.7 Expiring Firm Contracts. Posting of terms and conditions for contracts nearing expiration, and the bidding for the capacity of the non-renewed contracts will be accomplished on the EBB pursuant to Section 4 of these General Terms and Conditions.
- 20.8 Miscellaneous Postings and Order No. 717 Compliance Requirements. Operational bulletins and advisories will be posted on the EBB and made available via EDI utilizing the NAESB Standard data sets, notifying Shippers and other parties of areas of constrained capacity on Transporter's system and locations of facility outages, planned or otherwise. In addition, Transporter will utilize the EBB to post general interest informational bulletins related to topics other than Transporter's system operation, such as Shipper's declaration of an Essential Human Needs Emergency and request for voluntary diversions as detailed in Section 6.3(e) of these General Terms and Conditions. System wide notices provided via EDI will be categorized, pursuant to the NAESB Standard 5.3.18, to indicate those notices of a non-critical nature.

Compliance reporting for affiliate transactions and standards of conduct information, required by the Commission's Order No. 717, will be provided on Transporter's EBB.

- 20.9 Transporter will post on the EBB the total inventory level in each of Transporter's storage fields.

21. AFFILIATE-RELATED INFORMATION

Shared facilities between Transporter's transmission function employees and the marketing function employees of Transporter's affiliate(s), if any, are posted on Transporter's electronic bulletin board.

22. PEAK/OFF-PEAK RATES

- 22.1 Peak/Off-Peak Rates. Peak and off-peak recourse rates as shown on the Statement of Rates shall apply to interruptible service under Rate Schedule TI-1 for the corresponding number of months designated as peak for that twelve-month period.

Designation of Peak and Off-Peak Months:

- (a) Transporter shall designate up to four contiguous or non-contiguous months as peak months during a twelve-month period, starting April 1 and ending March 31 of the next year. By March 1 of each year, Transporter shall designate up to four months as peak months. Transporter shall post the months designated as peak months for the upcoming twelve-month period on its EBB under “Informational Postings” by March 1.
 - (b) The months designated as peak months for the current twelve-month period will be posted on Transporter’s EBB under “Informational Postings.”
 - (c) Months in the twelve-month period not designated as peak months will be considered off-peak months.
- 22.2 If Transporter does not designate any months as peak in accordance with Section 22.1, the TF-1 equivalent rate for service under Rate Schedule T1-1 as shown in Part II: Statement of Rates, Section 1.5 - Interruptible Rate Schedules shall apply.

23. Docket No. RP22-825 Settlement Provisions for Qualifying Services Revenue Crediting

- 23.1. Upon the effectiveness of the Docket No. RP22-825 Stipulation and Agreement (“Settlement”) in accordance with Article VII, the revenues from Rate Schedules PAL-1, APAL-1, IS-1, SS-1 and HUB-1 (collectively referred to as “Qualifying Services”) shall be subject to the following crediting requirements for calendar year 2022, each subsequent full calendar year during the term of the Settlement and a partial calendar year during the term of the Settlement, if any, caused by the termination or expiration of the Settlement prior to December 31st of the applicable year (such full calendar years and any such partial calendar year are referred to as “Crediting Periods”).
- 23.2. Transporter shall retain all Qualifying Services revenues attributable to (i) that portion of the applicable charges representing variable costs, and (ii) any applicable surcharges. Transporter shall retain all other revenues received from the Qualifying Services up to and including \$2,575,000 for calendar year 2022. Transporter shall retain all other revenues received from the Qualifying Services up to and including \$2,700,000 for all other Crediting Periods that are full calendar years, or a lesser amount prorated on a monthly basis of 1/12 of \$2,700,000 per month for the number of months in any partial calendar year. The \$2,575,000, \$2,700,000 or lesser prorated amount is referred to hereinafter as the “Threshold Amount”.
- 23.3. If Transporter receives any such revenues in excess of the Threshold Amount during any of the Crediting Periods, then ninety-five percent (95%) of such excess revenues of the applicable amount shall be allocated proportionally among Transporter’s Rate Schedule NNT-1 and NNT-2 Shippers who have contracts in effect as of the date of crediting. The excess revenues will be allocated based on the total revenues received from each such firm NNT Shipper during the Crediting Period in proportion to the total revenues received from all such firm NNT Shippers as a group during the Crediting Period.
- 23.4. Transporter shall credit the amount allocated to any such Shipper as an invoice credit within sixty (60) days following such Crediting Period. Transporter shall also retain five percent (5%) of such revenues from Qualifying Services exceeding the Threshold Amount for each Crediting Period.

24. TAXES

All production (including ad valorem-type production taxes), Delivery, sales, severance, or other excise taxes or assessments or upon the Gas Tendered hereunder by Shipper to Transporter or which are now or hereafter in existence or authorized for collection by any state or other governmental agency or duly constituted authority, either directly or indirectly, shall be paid or caused to be paid by Shipper.

25. INDEMNIFICATION/LIABILITY

- 25.1 Liability. Each Party assumes full responsibility and liability arising from the installation, ownership, and operation of its pipelines and facilities and will hold the other Party harmless from any claim, loss, expense or liability (except as otherwise specifically provided in this Agreement) that such Party incurs on account of such installation, ownership, and operation.
- 25.2 Consequential Damages. Any Shipper who overruns or underruns its scheduled quantities shall hold Transporter harmless and indemnify Transporter for any damages which may directly or indirectly arise out of or relate to such overruns or underruns, including consequential damages to third Parties.

26. COMPLAINT PROCEDURES

- 26.1 Formal Complaints. A complaint that a Shipper files at FERC in connection with Transporter's services must comply with the requirements in Rule Nos. 206, 213 and 218 of FERC's Rules of Practice and Procedure (18 CFR 385.206, 213 and 218).

The Shipper must serve a copy of the complaint to the address contained in the "Points of Contact" provisions in this Tariff.

- 26.2 Informal Complaints. If a Shipper or a potential Shipper has a complaint that the Shipper wants handled on an informal basis (without filing the complaint at FERC), the complaint should be served to one of the addresses contained in the "Points of Contact" provisions in this Tariff. CIG will contact the Shipper as soon as possible to resolve the complaint. Submission of an informal complaint does not preclude the Shipper from later filing a complaint at FERC if Transporter does not resolve the complaint to the Shipper's satisfaction. Transporter shall attempt to provide a satisfactory response at the time that a Shipper or a potential Shipper calls. Should a follow-up call by Transporter be necessary or agreed upon by Shipper or a potential Shipper and Transporter at the time of the initial call, Transporter shall so respond within seven days.

27. WARRANTY

Each Party warrants that the title to all Gas Tendered to the other Party hereunder will at the time of Tender be free from all liens and adverse claims, and each Party shall indemnify the other Party against all damages, costs, and expenses of any nature whatsoever arising from every claim against said Gas.

28. OPERATIONAL PURCHASES AND SALES

- 28.1 Transporter may buy and/or sell gas to the extent necessary: (i) to maintain system pressure and line pack; (ii) to manage system storage; (iii) to balance fuel quantities; (iv) to implement the cash out of imbalances procedures contained in Section 10.5 of the General Terms and Conditions of the Tariff; (v) to implement the gas retention requirements of Rate Schedules TSB-Y, TSB-T, FS-T, FS-Y, IS-T, IS-Y, NNT-1, NNT-2, FS-1, PAL-1, PAL-HP, IS-1, HUB-1, SS-1, SS-HP and APAL-1 contained in the Tariff; (vi) to maintain system balance due to plant shrinkage from liquids extraction; and (vii) to perform other operational functions of Transporter in connection with transportation, storage and other similar services.
- 28.2 Transporter will make operational sales by either posting notice of such operational gas sales on its electronic bulletin board (in accordance with the applicable bidding provisions contained in Section 9 of the General Terms and Conditions of this Tariff); or by posting for bid operational gas quantities on the IntercontinentalExchange or another independent trading platform, exchange, or clearing house.
- 28.3 Transporter will file a report indicating the source of the operational gas purchased/sold, the date of such purchases/sales, volumes, the purchase/sale price, the costs and revenues from such purchases/sales and the disposition of the associated costs and revenues for all types of operational purchases and sales. Such report shall also include an explanation of the purpose of any operational purchases/sales as well as a reconciliation and accounting of operational purchases/sales that are associated with Section 1.30 (Fuel), Sections 10.5 (Cash Out) and 14.1 (Scheduled Imbalance Penalty), Section 15.4 (Revenue Sharing), and as applicable, system balancing and service flexibility. Transporter will file such report in conjunction with its annual Fuel Gas and Lost, Unaccounted-For and Other Fuel Gas True-Up filing pursuant to Section 13 of the General Terms and Conditions.

29. CURTAILMENT PURSUANT TO TITLE IV OF THE NATURAL GAS POLICY ACT OF 1978

- 29.1 Curtailment Procedure. If, due to any cause whatsoever, Transporter is unable to supply Transporter's total obligation to sell Gas, then, all sales shall be made under the following procedure:
- (a) Transporter shall notify each buyer orally (to be confirmed in writing) of the potential need to curtail as early as Transporter can reasonably foresee that curtailment may become necessary at the point of sale.
 - (b) Upon providing the notification described in the preceding paragraph, Transporter shall discontinue all interruptible sales service and shall limit buyer's right to purchase from Transporter to buyer's daily entitlement.
 - (c)
 - (i) If further curtailment is required, Transporter shall so notify all buyers and shall establish for each buyer an "Emergency Curtailment Entitlement Level." This Emergency Curtailment Entitlement Level shall be computed for each buyer by multiplying that buyer's daily entitlement by a fraction, the denominator of which is the quantity of Gas required by Transporter to serve the sum of all daily entitlements on the portion of Transporter's system requiring curtailment and the numerator of which is the quantity of Gas that Transporter, in its sole judgment, reasonably believes to be available to Transporter to serve all daily entitlements within the area of Transporter's system requiring curtailment. Transporter shall recompute the Emergency Curtailment Entitlement Level as additional information becomes available to Transporter.
 - (ii) If buyer experiences a shortage of supply to serve emergency situations (including environmental emergencies) or needs supply to forestall injury to life or property and for minimum plant protection when the plant is shut down, which requirements were expected to be served with supplies purchased under Rate Schedule S-1, sufficient supplies will be sold to Buyer to meet such needs to the extent practicable but not exceeding buyer's entitlement to quantities as provided for in the Sales Agreement. Such quantity shall be considered buyer's Emergency Curtailment Entitlement Level, if:
 - (A) Buyer has certified that all users being currently served with Gas purchased under Rate Schedule S-1 are actually using quantities for emergency situations (including environmental emergencies) or to forestall injury to life or property and for minimum plant protection when the plant is shut down; and

29.1 Curtailment Procedure

(c) (ii) (continued)

- (B) In order to serve buyer's needs, Transporter shall not divert Gas from equal-priority users of other buyers under similar circumstances and conditions.
- (iii) A buyer exceeding its Emergency Curtailment Entitlement Level shall indemnify, defend, and hold harmless Transporter against all claims arising out of or in connection with Transporter's failure to Deliver Gas as required by Transporter's existing firm sales obligations. Buyer's duty to indemnify, defend, and hold harmless Transporter under these circumstances is in addition to any other liability that buyer may have with respect to any other person for buyer's failure to limit purchases from Transporter to buyer's Emergency Curtailment Entitlement Level.
- (d) If service under this Tariff is curtailed consistent with this Section 29, Transporter shall not be liable for damages resulting from the implementation of the procedures described herein.
- (e) Modifications to Method for Computing Emergency Curtailment Entitlement Level. If any person believes that the method for computing the Emergency Curtailment Entitlement Level for any buyer will produce a result that is inconsistent with Title IV of the Natural Gas Policy Act of 1978 ("NGPA") that person may request, no later than the Day of April 30 for any change to be effective by November 1 of that year, that the method for computing any particular buyer's Emergency Curtailment Entitlement Level be modified.
- (f) Procedure for Requesting Modification to Method for Computing Emergency Curtailment Entitlement Level.
 - (i) If any person wishes to secure a modification of the method for computing any buyer's Emergency Curtailment Entitlement Level, that person must submit such request in writing to Transporter. Transporter will promptly forward that request to all affected buyers. Each such request shall be signed by an individual authorized to act on behalf of that person which signature shall be notarized. Each such request shall contain the following information:
 - (A) Identity of buyer for which modification to method of computing Emergency Curtailment Entitlement Level is requested;
 - (B) Identity of the person requesting the modification;
 - (C) A description of the requested modification;

29.1 Curtailment Procedure

(f) (i) (continued)

- (D) Nature and extent of end uses of natural Gas that will receive service in a manner inconsistent with Title IV of the NGPA unless the requested modification is granted; and
 - (E) Nature and extent of end uses of natural Gas that will be denied service in a manner inconsistent with Title IV of the NGPA unless the requested modification is granted.
- (ii) Any affected person may, within 15 days of receipt of the request described in subparagraph (i), submit a response, signed by an individual authorized to act on behalf of that person which signature shall be notarized, showing why the requested modification is not necessary to ensure that the operation of this Section 29 will not produce a result that is inconsistent with Title IV of the NGPA or that the requested modification itself will produce a result that is inconsistent with Title IV of the NGPA. Transporter will promptly forward that response to all affected buyers.
- (iii) Within 30 days of receipt of the request described in subparagraph (i), Transporter shall cause to be convened a Data Verification Committee by inviting the participation of the entities listed in 18 CFR Section 281.213(a) (1991). The Data Verification Committee shall be composed of those entities that chose to participate and who signify their choice to participate by accepting Transporter's invitation within five days of receipt of that invitation.
- (iv) The Data Verification Committee shall review the information submitted pursuant to subparagraphs (i) and (ii) and, within 60 days of receipt of the request described in subparagraph (i), the Data Verification Committee shall state, in writing provided to Transporter's buyers, whether and the extent to which the Data Verification Committee believes that the method of computing Emergency Curtailment Entitlement Level should be modified as requested. Transporter shall modify that method accordingly. Any implementation by Transporter of the conclusion of the Data Verification committee shall be immediately effective and shall remain effective until altered by the FERC.

30. SPECIFIED DELIVERY POINTS

For purposes of this section, Specified Delivery Points will be identified on Transporter's EBB under Informational Postings and may vary from time to time. Upon Shipper's request, Transporter shall consider adding new points to the listed Specified Points on the EBB.

- 30.1 Unless otherwise agreed in a nondiscriminatory manner, Primary Points of Delivery for Transportation Service under Rate Schedules NNT-1, NNT-2, Hourly Entitlement Enhancement Nominations, and the Hourly Rates of Flow option (pursuant to Rate Schedule FS-1) are restricted to the physical Points of Delivery listed as Section 30.1 locations on Transporter's EBB. Additionally, the Hourly Entitlement Enhancement Nomination option is available to serve variable hourly requirements at those Points of Delivery.
- 30.2 Unless otherwise agreed in a nondiscriminatory manner, Points of Delivery where Hourly Entitlement Enhancement Nominations are available also include those Points of Delivery listed as Section 30.2 locations on Transporter's EBB. Such points may only be designated for secondary service under Rate Schedule NNT-1. Pursuant to Section 2.3 of Rate Schedule NNT-1, Short Notice Diversions may be made to those Points of Delivery on Transporter's EBB except as noted. The Points of Delivery included in this group are identified as being positioned in one of four operational areas, or in the system at large, to more effectively describe the operational capabilities available to the Short Notice Diversion service. Points of Delivery noted by an asterisk are served by Transporter's high-pressure system. As such, they do not have direct access to NNT services and, therefore, are not eligible for Short Notice Diversions. Further, locations shown in the operational area designated as "Other" lie outside the traditional NNT delivery point service area and, therefore, they are not eligible for Short Notice Diversions.
- 30.3 Unless otherwise agreed in a nondiscriminatory manner, Points of Delivery where Rate Schedule NNT-1 Shippers may utilize their NNT Agreement for daily balancing (pursuant to Section 2.5 of Rate Schedule NNT-1) are listed as Section 30.3 locations on Transporter's EBB. However, because of the position of these facilities or because of high pressure delivery requirements, Hourly Entitlement Enhancement Nomination (General Terms and Conditions Section 1.37), Hourly Delivery Transfers (Section 2.9 of Rate Schedule NNT-1) and Short Notice Diversions (Section 2.3 of Rate Schedule NNT-1) are not available at these Points of Delivery.

- 30.4 Unless otherwise agreed in a nondiscriminatory manner, Points of Delivery where Rate Schedule NNT-1 Shippers may utilize their NNT Agreement for secondary deliveries subject to available contract entitlements (i.e., when point entitlement quantities are not being used for primary point deliveries) are listed as Section 30.4 locations on Transporter's EBB. Except as noted below, daily balancing (pursuant to Section 2.5 of Rate Schedule NNT-1), Hourly Entitlement Enhancement Nominations and Hourly Delivery Transfers (pursuant to Section 2.9 of Rate Schedule NNT-1) are also available at those Points of Delivery. Additionally, Short Notice Diversion (Section 2.3 of Rate Schedule NNT-1) is available to these locations. As in Section 30.2, above, the Points of Delivery included in this group are identified as being positioned in one of four operational areas, or in the system at large, to more effectively describe the operational capabilities available to the Short Notice Diversion service. Points of Delivery noted by an asterisk are served by Transporter's high pressure system. As such, these points are not eligible for Short Notice Diversions.
- (a) To the extent an NNT-1 Shipper has scheduled HEEN on a high pressure system Transportation Service Agreement to a high pressure Point of Delivery identified in this Section, NNT hourly and balancing services on the high pressure system are available, subject to the provisions of the Shipper's NNT Agreement.
- 30.5 Unless otherwise agreed in a nondiscriminatory manner, Points of Receipt and Points of Delivery for Transportation Service under Rate Schedules TF-HP and TSB-Y are listed as High Plains Locations on Transporter's EBB.
- 30.6 Unless otherwise agreed in a nondiscriminatory manner, Points of Receipt and Points of Delivery for Transportation Service under Rate Schedule TSB-T are listed as Totem Storage Locations on Transporter's EBB.

31. ELECTRIC POWER COSTS (EPC)

- (a) All electric power costs related to the operation of the Spruce Hill gas quality control facilities described in Section 17 of the General Terms and Conditions, including but not limited to, electric provider's tariff-based connection fees and demand and usage charges related to the electricity required to operate Transporter's gas quality control facilities, shall be paid by Shippers utilizing the Spruce Hill gas quality control facilities. Each month Transporter shall bill such Shippers for the total actual dollar amount paid by Transporter to the electric provider for the previous month's electric service. The electric power costs shall be paid on a pro rata basis based on the quantity of gas delivered by Transporter to Shippers utilizing the Spruce Hill gas quality control facilities. Such billed amounts shall be reflected on a Shipper's invoice and paid according to the provisions of Section 12 of the General Terms and Conditions of this Tariff.
- (b) Transporter will file a report of the Spruce Hill EPC charges in conjunction with its annual Fuel Gas and Lost and Unaccounted For Fuel Gas Recomputation Filing pursuant to Section 13 of the General Terms and Conditions.

32. Compliance with 18 CFR, Section 284.12

Transporter has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 3.2, which are required by the Commission 18 CFR Section 284.12(a), as indicated below. Standards without accompanying identification or notations are incorporated by reference. Standards that are not incorporated by reference are identified along with the tariff record in which they are located. Standards for which waivers or extensions of time have been granted are also identified.

Standards not Incorporated by Reference and their Location in Tariff

Pursuant to NAESB's Copyright Procedure Regarding Member and Purchaser Self-Executing Waiver, as adopted by the NAESB Board of Directors on April 4, 2013, Transporter may publish in its tariff, compliance filings, in communications with customers or stakeholders in conducting day to day business or in communications with regulatory agencies some or all of the language contained in NAESB standards protected by copyright, provided that Transporter includes appropriate citations in the submission.

Transporter has elected to reproduce only the following Business Practices and Electronic Communication standards, NAESB WGQ Version 3.2, that are protected by NAESB's copyright. With respect to each reproduced standard (including any minor corrections), Transporter incorporates the following: © 1996 - 2020 North American Energy Standards Board, Inc., all rights reserved.

| <u>NAESB Standard</u> | <u>Tariff Record</u> |
|------------------------------|--|
| 1.2.5 | Part IV: General Terms and Conditions ("GT&C") Section 1.60 |
| 1.2.6 | GT&C Section 11.3(a)(i) |
| 1.2.8, 1.2.9, 1.2.10, 1.2.11 | GT&C Section 1.14 |
| 1.2.12 | GT&C Section 6.1(e)(vii) |
| 1.3.2(i–vi) | GT&C Section 6.1 |
| 1.3.7 | GT&C Section 6.1(b)(i) |
| 1.3.9 | GT&C Section 6.1(b)(v) |
| 1.3.11 | GT&C Section 6.1(e)(viii) |
| 1.3.13 | GT&C Section 6.1(e)(ix) |
| 1.3.14 | GT&C Section 1.104 |
| 1.3.20 | GT&C Section 6.2(c) |
| 1.3.24, 1.3.25 | GT&C Section 1.60 |
| 1.3.26 | GT&C Sections 11.2(c) and 11.3(a)(iii) |

Standards not Incorporated by Reference and their Location in Tariff
 (Continued)

| | |
|--------------------------------|---|
| 1.3.28 | GT&C Section 13.2(g) |
| 1.3.29 | GT&C Section 13.4(c) |
| 1.3.30 | GT&C Section 13.3 |
| 1.3.31 | GT&C Section 13.4(d) |
| 1.3.32 | GT&C Section 6.1(e)(i) |
| 1.3.33 | GT&C Section 6.1(e)(viii) |
| 1.3.35 | GT&C Section 6.2(a) |
| 1.3.36 | GT&C Section 6.2(b) |
| 1.3.39 | GT&C Section 1.9 |
| 1.3.40 | GT&C Section 1.14 |
| 1.3.44 | GT&C Section 6.1(e)(v) |
| 1.3.45 | GT&C Section 6.2(d) |
| 1.3.51 | GT&C Section 6.1(e)(vi) |
| 1.3.64 | GT&C Section 6.9(a) |
| 1.3.65 | GT&C Section 6.9(b) |
| 2.2.1 | GT&C Section 1.55 |
| 2.3.7, 2.3.11, 2.3.12, 2.3.14 | GT&C Section 2.2 |
| 2.3.8 | GT&C Section 2.3 |
| 2.3.22 | GT&C Section 10.4(e)(i) |
| 3.2.1 | GT&C Section 1.10 |
| 3.3.14, 3.3.15, 3.3.17, 3.3.19 | GT&C Section 12.1 |
| 3.3.25 | GT&C Section 12.4(a) |
| 5.2.1 | GT&C Section 1.16 |
| 5.2.2 | GT&C Section 6.1(e)(v)(B) |
| 5.3.1, 5.3.2 | GT&C Section 9.6(b) |
| 5.3.4 | GT&C Section 9.12(g) |
| 5.3.13 | GT&C Section 9.11(g) |
| 5.3.14, 5.3.16 | GT&C Section 9.12(b) |
| 5.3.20 | GT&C Section 20.2(d) |
| 5.3.21, 5.3.22, 5.3.23 | Part II: Statement of Rates Section 3, Footnote 6 |
| 5.3.29 | GT&C Sections 9.8(c) and 9.9(e) |
| 5.3.34 | GT&C Section 6.1(e)(v)(B) |
| 5.3.44 | GT&C Section 9.13(a) |
| 5.3.45 | GT&C Section 9.13(b) |
| 5.3.51 | GT&C Section 9.8(e) |
| 5.3.53 | GT&C Section 9.13(g) |
| 5.3.54 | GT&C Section 9.13(f) |
| 5.3.56 | GT&C Section 9.13(e) |

Standards Incorporated by Reference:

Additional Standards:

General:

Definition:
0.2.5

Standards:
0.3.1, 0.3.2, 0.3.16, 0.3.17

Creditworthiness:

Standards:
0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10

Gas/Electric Operational Communications:

Definitions:
0.2.1, 0.2.2, 0.2.3, 0.2.4

Standards:
0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

Operating Capacity and Unsubscribed:

Standards:
0.3.18, 0.3.20, 0.3.21, 0.3.22

Data Sets:
0.4.2, 0.4.3

Location Data Download:

Standards:
0.3.23, 0.3.24, 0.3.25, 0.3.26, 0.3.27, 0.3.28, 0.3.29

Dataset:
0.4.4

Storage Information:

Data Set:
0.4.1

Nominations Related Standards:

Definitions:

1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19

Standards:

1.3.1, 1.3.3, 1.3.4, 1.3.5, 1.3.6, 1.3.8, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.19, 1.3.21, 1.3.22, 1.3.23, 1.3.27, 1.3.34, 1.3.37, 1.3.38, 1.3.41, 1.3.42, 1.3.43, 1.3.46, 1.3.48, 1.3.53, 1.3.55, 1.3.56, 1.3.58, 1.3.62, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.3.80, 1.3.81, 1.3.82

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1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7

Flowing Gas Related Standards:

Definitions:

2.2.2, 2.2.3, 2.2.4, 2.2.5

Standards:

2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.9, 2.3.10, 2.3.13, 2.3.15, 2.3.16, 2.3.17, 2.3.18, 2.3.19, 2.3.20, 2.3.21, 2.3.23, 2.3.25, 2.3.26, 2.3.27, 2.3.28, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.40, 2.3.41, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.3.66

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2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.17, 2.4.18

Invoicing Related Standards:

Principles:

3.1.1, 3.1.2

Standards:

3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.16, 3.3.18, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.26, 3.3.27

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Quadrant Electronic Delivery Mechanism Related Standards:

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4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20

Standards:

4.3.1, 4.3.2, 4.3.3, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.57, 4.3.58, 4.3.60, 4.3.62, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.75, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92, 4.3.93, 4.3.94, 4.3.95, 4.3.96, 4.3.97, 4.3.98, 4.3.99, 4.3.100, 4.3.101, 4.3.102, 4.3.103, 4.3.104, 4.3.105, 4.3.106, 4.3.107, 4.3.108, 4.3.109, 4.3.110

Capacity Release Related Standards:

Definitions:

5.2.3, 5.2.4, 5.2.5

Standards:

5.3.3, 5.3.5, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.15, 5.3.18, 5.3.19, 5.3.24, 5.3.25, 5.3.26, 5.3.28, 5.3.31, 5.3.32, 5.3.33, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.52, 5.3.55, 5.3.57, 5.3.58, 5.3.59, 5.3.60, 5.3.62, 5.3.62a, 5.3.63, 5.3.64, 5.3.65, 5.3.66, 5.3.67, 5.3.68, 5.3.69, 5.3.70, 5.3.71, 5.3.72, 5.3.73

Datasets:

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Definitions:

10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38, 10.2.39

Standards:

10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, 10.3.25, 10.3.26, 10.3.27, 10.3.28, 10.3.29

Standards for which Waiver or Extension of Time to Comply have been granted:

| <u>NAESB Standard</u> | <u>Waiver, Variance or Extension of Time</u> | <u>Relevant Tariff Section and/or Description</u> | <u>Initial Order Granting Request</u> | <u>Most Recent Order Granting Continuation</u> |
|------------------------------|---|---|--|---|
| 0.4.1 | Extension | Extension for EDI Implementation | | |
| 1.3.2 | Variance | GT&C Section 6.1 Extension of nomination cycle deadlines | RP06-38-000, November 4, 2005 (unpublished letter order) 154 FERC ¶ 61,250 (2016) | 168 FERC ¶ 61,061 (2019) |
| 2.4.1 | Extension | Extension for EDI Implementation | | |
| 2.4.2 | Extension | Extension for EDI Implementation | | |
| 2.4.4 | Extension | Extension for EDI Implementation | | |
| 2.4.6 | Extension | Extension for EDI Implementation | | |
| 3.4.1 | Extension | Extension for EDI Implementation | | |
| 3.4.2 | Extension | Extension for EDI Implementation | | |
| 3.4.3 | Extension | Extension for EDI Implementation | | |
| 3.4.4 | Extension | Extension for EDI Implementation | | |
| 4.3.60 | Waiver | Requirement for multi-factor authentication | | |

33. MISCELLANEOUS SURCHARGES

33.1 Gas Quality Control Surcharge(s)

- (a) As set forth in Section 3.5 of the General Terms and Conditions of this Tariff, all Gas Delivered on the Valley Line (as defined in Section 1.117 of the General Terms and Conditions of the Tariff) must meet certain quality specifications. Accordingly, all Deliveries on the Valley Line shall be subject to a Valley Line Gas Quality Control ("Valley Line GQC") surcharge related to the costs associated with maintaining the Section 3.5 quality specifications. Firm service with Primary Points of Delivery entitlements on the Valley Line shall be charged Firm Valley Line GQC reservation and commodity surcharges. Gas Delivered on the Valley Line under an interruptible rate schedule, small customer rate schedule, or firm service rate schedule on a Secondary Basis shall be charged the Valley Line GQC commodity surcharge.
- (b) As set forth in Section 3.5 of the General Terms and Conditions of this Tariff, all Gas Delivered at the Derby Lake Point of Delivery on the High Plains System (as defined in Section 8.3(b) of the General Terms and Conditions of the Tariff) and on the 9B pipeline must meet certain quality specifications. Accordingly, all Deliveries at East Denver Point of Delivery on the High Plains System shall be subject to a High Plains Gas Quality Control ("High Plains GQC") surcharge related to the costs associated with maintaining the Section 3.5 quality specifications. Firm service with Primary Points of Delivery entitlements at East Denver on High Plains shall be charged the High Plains GQC reservation and commodity surcharges. Gas Delivered at East Denver on the High Plains System under an interruptible rate schedule or firm service rate schedule on a Secondary Basis shall be charged the High Plains GQC commodity surcharge.
- (c) As set forth in Section 3.5 of the General Terms and Conditions of this Tariff, all Gas Delivered on the Valley Line must meet certain quality specifications. Valley Line deliveries that utilize the Spruce Hill gas quality control facilities located in Douglas County, Colorado shall be subject to a Spruce Hill Gas Quality Control ("Spruce Hill GQC") surcharge related to the costs associated with maintaining the Section 3.5 quality specifications. Deliveries under firm service contracts that utilize the Spruce Hill gas quality control facilities shall be charged the Spruce Hill GQC reservation and commodity surcharges. Deliveries under an interruptible rate schedule or firm service rate schedule on a Secondary Basis that utilize the Spruce Hill air blending facilities shall incur the Spruce Hill GQC Interruptible and Secondary Capacity commodity surcharge.
 - (i) Electric power costs related to the operation of the Spruce Hill gas quality control facilities will be billed Shippers pursuant to General Terms and Conditions Section 31.

33.1 Gas Quality Control Surcharge(s) (continued)

- (d) Transporter's gas quality control surcharges are described in the Statement of Rates in Part II: Stmt. of Rates, Section 1.9 – Surcharges. Shippers that deliver gas on the Valley Line will be assessed only one gas quality control surcharge for the same transaction, either the Valley Line Gas GQC Surcharge or the Spruce Hill GQC Surcharge.

33.2 Gas Research Institute

- (a) Transporter has joined with other Gas enterprises in the formation of and participation in the Gas Research Institute (GRI), an Illinois not-for-profit corporation. GRI sponsors research, development, and demonstration programs in the field of natural and manufactured Gas to assist all segments of the Gas industry in providing adequate, reliable, safe, economic, and environmentally acceptable Gas service to Gas consumers and the general public.
- (b) Pursuant to Section 1.7 of the January 21, 1998, GRI settlement in Docket No. RP97-149-003, et al., Transporter will act as a voluntary collection agent for Shippers who voluntarily choose to support GRI programs. CIG invoices will provide notification of a "check the box" voluntary GRI contribution form, which once completed and returned to Transporter, will be billed by CIG on a monthly basis until modified or canceled by a Shipper. The "check the box" form will allow Shippers to specify the level of monthly contribution and the project or project areas to be funded.
- (c) Transporter shall remit to GRI within 15 days of receipt all voluntary GRI funding received along with a listing by customer of such voluntary funding including any unidentified project or project areas.

FORMS OF SERVICE AGREEMENTS

| | |
|------------|----------------------|
| Section 1 | Rate Schedule TF-1 |
| Section 2 | Rate Schedule TF-4 |
| Section 3 | Rate Schedule TF-HP |
| Section 4 | Rate Schedule NNT-1 |
| Section 5 | Rate Schedule NNT-2 |
| Section 6 | Rate Schedule TSB-Y |
| Section 7 | Rate Schedule TSB-T |
| Section 8 | Rate Schedule FS-1 |
| Section 9 | Rate Schedule FS-Y |
| Section 10 | Rate Schedule FS-T |
| Section 11 | Rate Schedule TI-1 |
| Section 12 | Rate Schedule TI-HP |
| Section 13 | Rate Schedule PAL-1 |
| Section 14 | Rate Schedule APAL-1 |
| Section 15 | Rate Schedule IS |
| Section 16 | Rate Schedule IS-Y |
| Section 17 | Rate Schedule IS-T |
| Section 18 | Rate Schedule SS-1 |
| Section 19 | Rate Schedule SS-HP |
| Section 20 | Rate Schedule HSP-1 |
| Section 21 | Rate Schedule HUB-1 |
| Section 22 | Rate Schedule CS-1 |
| Section 23 | Rate Schedule PAL-HP |

Preliminary Statement

Pursuant to Transporter's "Tariff Re-Organization" filing in Docket No. RP10-689; and subsequent filing pursuant to the electronic tariff requirements of Docket No. RM01-5, the pro forma service agreements contained in this Tariff are modified to reflect revised GT&C section references. (See below for the new section references.) As such, the currently Executed TSAs shall remain in effect and shall not be rendered non-conforming due to these modified references.

| <u>Former Section Reference</u> | <u>Current GT&C Section Reference</u> |
|---------------------------------|---|
| Article 40 | Section 4.16 |
| Article 8 | Section 5.4 |
| Article 39 | Section 5.5 |
| Article 41 | Section 4.3 |
| Article 20 | Section 17.4 |
| Article 19 | Section 17.2 |
| Article 6 | Section 20 |
| Article 32 | Section 30 |

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE TF-1

Agreement No. _____

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement)

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE TF-1

Agreement No. _____

Transportation Service Agreement
Rate Schedule TF-1
Dated: _____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. Shipper: _____
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. Changes in Rates and Terms: Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. Transportation Service: Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.

(Insert the applicable portion(s) of the following provision when service involves the construction of facilities:

The parties recognize that Transporter must construct additional facilities in order to provide Transportation Service for Shipper under this Agreement. Parties agree that on in-service date the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.

(ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.

(iii)_____.)

6. Points of Receipt and Delivery: Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.

7. Rates and Surcharges: As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.

8. Negotiated Rate: Yes_____ No_____

9. Maximum Delivery Quantity (MDQ):

| MDQ (Dth/Day) | Effective |
|---------------|-----------|
| _____ | _____ |

10. Term of Firm Transportation Service:_____

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights of first refusal, (iv) interim capacity limitations and/or (v) related termination provisions, as applicable.]

11. Notices, Statements, and Bills:

To Shipper: _____

Attn: _____

Invoices:

All Notices: _____

Attn: _____

To Transporter:

See "Points of Contact" in the Tariff.

12. Effect on Prior Agreement(s): _____.

13. Municipality Limited Liability: _____
[Insert applicable (i) limited source of repayment and/or (ii) prior appropriations as stated in Section 12.4(d) of the General Terms and Conditions of the Tariff.]
14. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

COLORADO INTERSTATE
GAS COMPANY, L.L.C.

Accepted and agreed to this

_____ day of _____, ____.

Accepted and agreed to this

_____ day of _____, ____.

EXHIBIT A

to

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

The following data elements shall be described on this Exhibit A, as applicable:

Shipper's Maximum Delivery Quantity (MDQ): (See ¶__)
Primary Point(s) of Receipt (1)
Primary Point(s) of Delivery (1)
Effective Dates (See ¶__)
Primary Point(s) of Receipt Quantity (Dth per Day) (2)
Primary Point(s) of Delivery Quantity (Dth per Day) (3)
Minimum Receipt Pressure (p.s.i.g.) (4)
Minimum Delivery Pressure (p.s.i.g.) (4)
Maximum Receipt Pressure (p.s.i.g.) (4)
Maximum Delivery Pressure (p.s.i.g.) (4)
Aggregate Group Designation (5)
Aggregate Group Quantity (Dth per Day)
Primary Point(s) of Delivery Storage Injection (1)
Effective Dates (See ¶__)
Primary Point(s) of Delivery Quantity (Dth per Day) (3) (6)

Notes: [Insert as applicable]

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.

- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.
- (5) Aggregate Group Designations are provided pursuant to Section 5.5 of the General Terms and Conditions of the Tariff.
- (6) Transporter's obligation to make Deliveries to Transporter's storage injection point under this Agreement and to Transporter's storage injection point under all other firm transportation service agreements between Transporter and Shipper providing for deliveries to Transporter's storage injection point shall be limited by the provisions of Rate Schedule NNT-1 and Shipper's NNT-1 service agreement(s).

EXHIBIT B

to

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

The following data elements shall be described on this Exhibit B, as applicable:

Primary Point(s) of Receipt
Primary Point(s) of Delivery
Reservation Rate (1) (4)
Commodity Rate (1) (4)
Effective Dates (See ¶)
Fuel Reimbursement (2) (4)
Surcharges (3)
Authorized Overrun Rates (1) (5)
Secondary Point(s) of Receipt
Secondary Point(s) of Delivery

Notes: [Insert as applicable]

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.

-and/or -

[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.16 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following discount rate(s) _____ (insert if applicable) which shall be payable regardless of quantities transported. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

-and/or -

[Insert for negotiated rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) _____ (insert if applicable) which shall be payable regardless of quantities transported.

- NOTES:
- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties
 - (3) Surcharges, if applicable:
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:
The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff.
Reservation rate(s) shall be payable regardless of quantities transported.

ACA:
The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.
 - (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.
 - (5) Subject to Transporter's authorized maximum and minimum rates in effect from time to time, a rate of \$___ per Dth shall apply to daily Authorized Overrun of up to _____ Dth per Day.

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE TF-4

Agreement No. _____

TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-4

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, heading and font may vary from Pro Forma to Service Agreement)

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE TF-4

Agreement No. _____

Transportation Service Agreement
Rate Schedule TF-4
Dated: _____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. Shipper: _____
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. Changes in Rates and Terms. Transporter shall have the right to propose to the FERC changes in its rates and terms of service and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. Transportation Service: Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. Points of Receipt and Delivery: Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. Rates and Surcharges: As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
8. Negotiated Rate: Yes _____ No _____

9. Maximum Delivery Quantity (MDQ):

| <u>MDQ(Dth/day)</u> | <u>Effective</u> |
|---------------------|------------------|
| _____ | _____ |

10. Term of Firm Transportation Service: _____

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights of first refusal, (iv) interim capacity limitations and/ or (v) related termination provisions, as applicable.]

11. Notices, Statements, and Bills:

To Shipper: _____

Attn: _____

Invoices:

All Notices: _____

Attn: _____

To Transporter:
See "Points of Contact" in the Tariff.

12. Effect on Prior Agreement(s): _____.

13. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

COLORADO INTERSTATE
GAS COMPANY, L.L.C.

Accepted and agreed to this

_____ day of _____, ____.

SHIPPER:

Accepted and agreed to this

_____ day of _____, ____.

EXHIBIT A
to
TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-4
between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
and

(Shipper)
DATED: _____

The following data elements shall be described on this Exhibit A, as applicable:

Shipper's Maximum Delivery Quantity ("MDQ"): (See ¶)

Primary Point(s) of Receipt (1)

Primary Point(s) of Delivery (1)

Effective Dates (See ¶)

Primary Point(s) of Receipt Quantity (Dth per Day) (2)

Primary Point(s) of Delivery Quantity (Dth per Day) (3) (4)

Minimum Receipt Pressure (p.s.i.g.) (5)

Minimum Delivery Pressure (p.s.i.g.) (5)

Maximum Receipt Pressure (p.s.i.g.) (5)

Maximum Delivery Pressure (p.s.i.g.) (5)

Aggregate Group Designation (6)

Aggregate Group Quantity (Dth per Day)

(Insert When Delivery to Storage Injection Related to NNT Service is Requested)

Primary Point(s) of Delivery Storage Injection (1)

Notes: [Insert as applicable]

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.

- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this Transportation Service Agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Transporter's obligation to make Deliveries to Transporter's storage injection point under this Agreement and to Transporter's storage injection point under all other firm transportation service agreements between Transporter and Shipper providing for deliveries to Transporter's storage injection point shall be limited by the provisions of Rate Schedule NNT-2 and Shipper's NNT-2 service agreement(s).
- (5) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.
- (6) Aggregate Group Designations are provided pursuant to Section 5.5 of the General Terms and Conditions of the Tariff.

EXHIBIT B
to
TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-4
between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
and

(Shipper)

DATED: _____

The following data elements shall be described on this Exhibit B, as applicable:

Primary Point(s) of Receipt
Primary Point(s) of Delivery
Commodity Rate (1)
Effective Dates (See ¶_____)
Fuel Reimbursement (2)
Surcharges (3)
Authorized Overrun Rate (1) (4)

Notes: [Insert as applicable]

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-4 or other superseding Rate Schedules, as such rates may be changed from time to time.

-and/or -

[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.)]
As provided in Section 4.16 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following discount rate(s) _____. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

-and/or -

[Insert for negotiated rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) _____.

- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties. Quantities scheduled by Transporter from/to Primary and/or Secondary or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's third party charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

- (3) Surcharges, if applicable:

All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:

The Gas Quality Control commodity surcharge shall be assessed pursuant to Section 33.1 of the General Terms and Conditions as set forth in the Tariff.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions as set forth in the Tariff.

- (4) Subject to Transporter's authorized maximum and minimum rates in effect from time to time, a rate of \$___ per Dth shall apply to daily Authorized Overrun of up to per Dth shall apply to daily Authorized Overrun of up to ___ Dth per day.

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE TF-HP

Agreement No. _____

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-HP

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, heading and font may vary from Pro Forma to Service Agreement)

Agreement No. _____

Transportation Service Agreement
Rate Schedule TF-HP
Dated: _____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. Shipper: _____
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. Changes in Rates and Terms: Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. Transportation Service: Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.

(Insert the applicable portion(s) of the following provision when service involves the construction facilities:

The parties recognize that Transporter must construct additional facilities in order to provide Transportation Service for Shipper under this Agreement. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities; and
- (iii) _____.)

6. Points of Receipt and Delivery: Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.

7. Rates and Surcharges: As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.

8. Negotiated Rate: Yes _____ No _____

9. Maximum Delivery Quantity (MDQ):

| <u>MDQ</u> <u>(Dth/d)</u> | <u>Effective</u> |
|------------------------------|------------------|
| _____ | _____ |

10. Term of High Plains Firm Transportation Service:_____.

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights of first refusal, (iv) interim capacity limitations and/or (v) related termination provisions, as applicable.]

11. Notices, Statements, and Bills:

To Shipper:

Attn:

Invoices:

All Notices:

Attn:

To Transporter:

See "Points of Contact" in the Tariff.

12. Effect on Prior Agreement(s): _____.

13. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

COLORADO INTERSTATE
GAS COMPANY, L.L.C.

Accepted and agreed to this

_____ day of _____, ____.

SHIPPER:

Accepted and agreed to this

_____ day of _____, ____.

EXHIBIT A

to

TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-HP

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

The following data elements shall be described on this Exhibit A, as applicable:

Shipper's Maximum Delivery Quantity ("MDQ"): See ¶__.

Primary Point(s) of Receipt (1)

Primary Point(s) of Delivery (1)

Effective Dates (See ¶__)

Primary Point(s) of Receipt Quantity (Dth per Day) (2)

Primary Point(s) of Delivery Quantity (Dth per Day) (3)

Minimum Receipt Pressure (p.s.i.g.) (4)

Minimum Delivery Pressure (p.s.i.g.) (4)

Maximum Receipt Pressure (p.s.i.g.) (4)

Maximum Delivery Pressure (p.s.i.g.) (4)

Aggregate Group Designation (5)

Aggregate Group Quantity (Dth per Day)

Primary Point(s) of Delivery Storage Injection (1)

Primary Point(s) of Delivery Quantity (Dth per Day) (3) (6)

Notes: [Insert as applicable]:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.

- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.
- (5) Aggregate Group Designations are provided pursuant to Section 5.5 of the General Terms and Conditions of the Tariff.
- (6) Transporter's obligation to make Deliveries to Transporter's High Plains storage injection point under this Agreement and to Transporter's High Plains Storage injection point under all other High Plains firm transportation service agreements between Transporter and Shipper providing for Deliveries to Transporter's High Plains Storage injection point shall be limited by the provisions of Rate Schedule TSB-Y and Shipper's TSB-Y service agreement(s).

EXHIBIT B

to

TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-HP

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

The following data elements shall be described on this Exhibit B, as applicable:

Primary Point(s) of Receipt
Primary Point(s) of Delivery
Reservation Rate (1) (4)
Commodity Rate (1) (4)
Effective Dates (See ¶)
Fuel Reimbursement (2) (4)
Surcharges (3)
Authorized Overrun Rate (1) (5)
Secondary Point(s) of Receipt
Secondary Point(s) of Delivery

Notes: [Insert as applicable]:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-HP or other superseding Rate Schedules, as such rates may be changed from time to time. Reservation rates shall be payable regardless of quantities transported. All entitlement or quantities scheduled by Transporter on the CIG mainline or North Raton Lateral facilities shall be subject, as applicable, to the appropriate mainline and/or the North Raton Lateral incremental reservation and commodity rates.

- and/or -

[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.16 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following discount rate(s) _____(insert if applicable) which shall be payable regardless of quantities transported. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

-and/or -

[Insert for negotiated rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) _____(insert if applicable) which shall be payable regardless of quantities transported.

- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) Surcharges, if applicable:
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

High Plains Gas Quality Control Surcharge:

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions as set forth in the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions as set forth in the Tariff.

- (4) Quantities scheduled by Transporter from/to Primary, Secondary and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's EBB and pursuant to Section 4.3 of the General Terms and Conditions of the Tariff. If incrementally priced facilities are used on a secondary basis the charge for service should also include the incremental rate.
- (5) Subject to Transporter's authorized maximum and minimum rates in effect from time to time, a rate of \$___ per Dth shall apply to daily Authorized Overrun of up to ____ Dth per Day.

FORM OF NO-NOTICE STORAGE AND TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE NNT-1

Agreement No. _____

NO-NOTICE STORAGE AND TRANSPORTATION DELIVERY SERVICE AGREEMENT
RATE SCHEDULE NNT-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, heading and font may vary from Pro Forma to Service Agreement)

FORM OF NO-NOTICE STORAGE AND TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE NNT-1

Agreement No. _____

Storage and Transportation Service Agreement
Rate Schedule NNT-1
Dated: _____

The Parties identified below, in consideration of their mutual promises,
agree as follows:

1. Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. Shipper: _____
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. Changes in Rates and Terms: Transporter shall have the right to propose to the FERC changes in its rates and terms of service and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. Transportation Service: Transportation Service at and between Point of Withdrawal and Primary Point(s) of Delivery shall be on a firm basis. Delivery of quantities at Secondary Point(s) shall be in accordance with the Tariff.
6. Delivery: Transporter agrees to transport and deliver Delivery Quantities to Shipper (or for Shipper's account) at the Point(s) of Delivery identified in the attached Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. Rates and Surcharges: As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
8. For the period _____ through _____.
Maximum Delivery Quantity ("MDQ"): _____ Dth per Day.
Maximum Available Capacity ("MAC"): _____ Dth.
Maximum Daily Injection Quantity ("MDIQ"): _____ Dth per Day.
Maximum Daily Withdrawal Quantity ("MDWQ"): _____ Dth per Day.

(Insert again if Quantities change during the term of service)

All storage entitlements as stated herein ("MAC", "MDIQ", and "MDWQ") are based on an Average Thermal Content of Gas in Storage of 1,000 Btu per cubic foot. The Available Daily Injection Quantity ("ADIQ"), Available Daily Withdrawal Quantity ("ADWQ"), and storage entitlements shall be subject to the General Terms and Conditions of the Tariff and stated on Transporter's electronic bulletin board.

9. Negotiated Rate: Yes ____ No ____

10. Term of No-Notice Storage and Transportation Service:_____.

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights of first refusal, (iv) interim capacity limitations and/or (v) related termination provisions, as applicable.]

11. Notices, Statements, and Bills:

To Shipper: _____

Attn: _____

Invoices:

All Notices: _____

Attn: _____

To Transporter:

See "Points of Contact" in the Tariff.

12. Effect on Prior Agreement(s): _____.

13. Municipality Limited Liability: _____

[Insert applicable (i) limited source of repayment and/or (ii) prior appropriations as stated in Section 12.4(d) of the General Terms and Conditions of the Tariff.]

14. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

COLORADO INTERSTATE
GAS COMPANY, L.L.C.

Accepted and agreed to this

_____ day of _____, ____.

SHIPPER:

Accepted and agreed to this

_____ day of _____, ____.

EXHIBIT A

to
NO-NOTICE TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE NNT-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

1. Shipper's Maximum Delivery Quantity ("MDQ"): (See ¶__)
2. Shipper's Maximum Available Capacity ("MAC"): (See ¶__)
3. Shipper's Maximum Daily Injection Quantity ("MDIQ"): (See ¶__)
4. Shipper's Maximum Daily Withdrawal Quantity ("MDWQ"): (See ¶__)

The following data elements shall be described on this Exhibit A, as applicable:

Primary Point(s) of Delivery (1)
Effective Dates (¶__)
Primary Point(s) of Delivery Quantity (Dth per Day) (2)
Minimum Delivery Pressure (p.s.i.g.) (3)
Maximum Delivery Pressure (p.s.i.g.) (3)

(Insert when designating secondary points for purposes of specifying delivery transfer options for NNT daily balancing, hourly delivery transfers and short notice diversions)

Secondary Point(s) of Delivery (1)
Minimum Delivery Pressure (p.s.i.g.) (3)
Maximum Delivery Pressure (p.s.i.g.) (3)

Notes: [Insert as applicable]

- (1) Point(s) of Delivery eligible for service are referenced in Section 30 of the General Terms and Conditions of the Tariff.
- (2) The sum of the Delivery Quantities at Point(s) of Delivery shall not be greater than Shipper's MDQ.

- (3) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

EXHIBIT B

to

NO-NOTICE TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE NNT-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

The following data elements shall be described on this Exhibit B, as applicable:

Reservation Rate (1)
Delivery Rate
Storage Rate
Daily Balances Rate
Hourly Flow Option
Quantity Injection/Withdrawal Rate
Quantity Delivery Rate
Fuel Reimbursement (2)
Surcharges (3)
Primary Point(s) of Delivery (4)
Effective Dates (See ¶1.1)
Authorized Overrun Rate(s)
Daily Authorized Delivery Overrun Rate (5)
Daily Authorized Injection/Withdrawal Overrun Rate (5)
Daily Authorized Storage Capacity Overrun Rate (5)
Hourly Authorized Overrun Rate (5)

Notes: [Insert as applicable]

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule NNT-1 or other superseding Rate Schedule, as such rates may be changed from time to time. Reservation rate(s) shall be payable regardless of quantities transported.

and/or -

[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.16 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following discount rate(s) _____(insert if applicable) which shall be payable regardless of quantities transported. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

-and/or -

[Insert for negotiated rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) _____(insert if applicable) which shall be payable regardless of quantities transported.

- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties. Quantities scheduled by Transporter from/to Primary and/or Secondary or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's third party charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

- (3) Applicable Surcharges:

All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions set forth in the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions as set forth in the Tariff.

- (4) Point(s) of Delivery eligible for service are referenced in Section 30 of the General Terms and Conditions of the Tariff.
- (5) Subject to Transporter's authorized maximum and minimum rates in effect from time to time, a rate of up to \$_____ per Dth shall apply to daily Authorized Overrun service(s) (Delivery, Injection, Withdrawal, Hourly and/or Storage Capacity) of up to ____Dth per Day.

FORM OF NO-NOTICE STORAGE AND TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE NNT-2

Agreement No. _____

NO-NOTICE STORAGE AND TRANSPORTATION DELIVERY SERVICE AGREEMENT

RATE SCHEDULE NNT-2

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement)

Agreement No. _____

Storage and Transportation Service Agreement
Rate Schedule NNT-2

Dated: _____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. Shipper: _____
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. Changes in Rates and Terms: Transporter shall have the right to propose to the FERC changes in its rates and terms of service and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. Transportation Service: Transportation Service at and between Point of Withdrawal and Primary Point(s) of Delivery shall be on a firm basis.
6. Delivery: Transporter agrees to transport and deliver Delivery Quantities to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in the attached Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. Rates and Surcharges: As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
8. For the period _____ through _____.
Maximum Delivery Quantity ("MDQ"): _____ Dth per Day.
Maximum Available Capacity ("MAC"): _____ Dth.
Maximum Daily Injection Quantity ("MDIQ"): _____ Dth per Day.
Maximum Daily Withdrawal Quantity ("MDWQ"): _____ Dth per Day.

(Insert again if Quantities change during the term of service)

All storage entitlements as stated herein ("MAC", "MDIQ", and "MDWQ") are based on Average Thermal Content of Gas in Storage of 1,000 Btu per cubic foot. The Available Daily Injection Quantity ("ADIQ"), Available Daily Withdrawal Quantity ("ADWQ"), and storage entitlements shall be subject to the General Terms and Conditions of the Tariff and stated on Transporter's electronic bulletin board.

9. Negotiated Rate: Yes ____ No ____

10. Term of No-Notice Storage and Transportation Service:_____.

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights of first refusal, (iv) interim capacity limitations and/or (v) related termination provisions, as applicable.]

11. Notices, Statements, and Bills:

To Shipper: _____

Attn: _____

Invoices:

All Notices: _____

Attn: _____

To Transporter:

See "Points of Contact" in the Tariff.

12. Effect on Prior Agreement(s): _____.

13. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

COLORADO INTERSTATE
GAS COMPANY, L.L.C.

Accepted and agreed to this

_____ day of _____, ____.

SHIPPER:

Accepted and agreed to this

_____ day of _____, ____.

EXHIBIT A
to
NO-NOTICE TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE NNT-2

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

1. Shipper's Maximum Delivery Quantity ("MDQ"): (See ¶__)
2. Shipper's Maximum Available Capacity ("MAC"): (See ¶__)
3. Shipper's Maximum Daily Injection Quantity ("MDIQ"): (See ¶__)
4. Shipper's Maximum Daily Withdrawal Quantity ("MDWQ"): (See ¶__)

The following data elements shall be described on this Exhibit A, as applicable:

Primary Point(s) of Delivery (1)
Effective Dates (See ¶__)
Primary Point(s) of Delivery Quantity (Dth per Day) (2)
Minimum Delivery Pressure (p.s.i.g.) (3)
Maximum Delivery Pressure (p.s.i.g.) (3)

Notes: [Insert as applicable]

- (1) Point(s) of Delivery eligible for service are referenced in Section 30 of the General Terms and Conditions of the Tariff.
- (2) The sum of the Delivery Quantities at Point(s) of Delivery shall not be greater than Shipper's MDQ.
- (3) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

EXHIBIT B
to
NO-NOTICE TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE NNT-2

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
and

(Shipper)

DATED: _____

The following data elements shall be described on this Exhibit B, as applicable:

Commodity Delivery Rates (1)
Fuel Reimbursement (2)
Surcharges (3)
Primary Point(s) of Delivery (4)
Effective Dates (See ¶)
Authorized Overrun Rate(s) (5)
 Daily Authorized Delivery Overrun Rate (5)
 Daily Authorized Injection/Withdrawal Overrun Rate (5)
 Daily Authorized Storage Capacity Overrun Rate (5)
 Hourly Authorized Overrun Rate (5)

Notes: [Insert as applicable]

- (1) Unless otherwise agreed by the Parties in writing, the rates for service hereunder shall be Transporter's maximum rates for service under Rate Schedule NNT-2 or other superseding Rate Schedule, as such rates may be changed from time to time.

-and/or -

[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.16 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following discount rate(s) _____. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

-and/or -

[Insert for negotiated rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) _____.

- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties. Quantities scheduled by Transporter from/to Primary and/or Secondary or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's third party charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

- (3) Applicable Surcharges:

All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions set forth in the Tariff.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions as set forth in the Tariff.

- (4) Point(s) of Delivery shall include points referenced in Section 30 of the General Terms and Conditions of the Tariff.
- (5) Subject to Transporter's authorized maximum and minimum rates in effect from time to time, a rate of up to \$_____ per Dth shall apply to daily Authorized Overrun service(s) (Delivery, Injection, Withdrawal and/or Storage Capacity) of up to _____ Dth per Day.

FORM OF TRANSPORTATION - STORAGE BALANCING SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE TSB-Y

Agreement No. _____

TRANSPORTATION - STORAGE BALANCING SERVICE AGREEMENT

RATE SCHEDULE TSB-Y

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement)

Agreement No. _____

Transportation Service Agreement
Rate Schedule TSB-Y
Dated: _____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. Shipper: _____
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. Changes in Rates and Terms: Transporter shall have the right to propose to the FERC changes in its rates and terms of service and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. Transportation Service: Transportation Service at and between Point of Withdrawal and Primary Point(s) of Delivery shall be on a firm basis. Delivery of quantities at Secondary Point(s) shall be in accordance with the Tariff.
6. Delivery: Transporter agrees to transport and deliver Delivery Quantities to Shipper (or for Shipper's account) at the Point(s) of Delivery identified in the attached Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. Rates and Surcharges: As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
8. For the period _____ through _____.
Young Maximum Delivery Quantity ("MDQ"): _____ Dth per Day.
Young Maximum Available Capacity ("YMAC"): _____ Dth.
Young Maximum Daily Injection Quantity ("YMDIQ"): _____ Dth per Day.
Young Maximum Daily Withdrawal Quantity ("YMDWQ"): _____ Dth per Day.

(Insert again if Quantities change during the term of service)

All storage entitlements as stated herein ("YMAC", "YMDIQ", and "YMDWQ") are based on an Average Thermal Content of Gas in Storage of 1,000 Btu per cubic foot. The Young Available Daily Injection Quantity ("YADIQ"), Young Available Daily Withdrawal Quantity ("YADWQ"), and storage entitlements shall be subject to the General Terms and Conditions of the Tariff and stated on Transporter's electronic bulletin board.

9. Negotiated Rate: Yes ____ No ____

10. Term of Transportation-Young Storage Balancing Service: ____

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights of first refusal, (iv) interim capacity limitations and/or (v) related termination provisions, as applicable.]

11. Notices, Statements, and Bills:

To Shipper: _____

Attn: _____

Invoices:

All Notices: _____

Attn: _____

To Transporter:
See "Points of Contact" in the Tariff.

12. Effect on Prior Agreement(s): _____.

13. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

COLORADO INTERSTATE
GAS COMPANY, L.L.C.

Accepted and agreed to this

_____ day of _____, ____.

SHIPPER:

Accepted and agreed to this

_____ day of _____, ____.

EXHIBIT A

to
TRANSPORTATION - STORAGE BALANCING SERVICE AGREEMENT
RATE SCHEDULE TSB-Y

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
and

(Shipper)

DATED: _____

1. Shipper's Maximum Delivery Quantity ("MDQ"): See ¶__.
2. Shipper's Young Maximum Available Capacity ("YMAC"): See ¶__.
3. Shipper's Young Maximum Daily Injection Quantity ("YMDIQ"): See ¶__.
4. Shipper's Young Maximum Daily Withdrawal Quantity ("YMDWQ"): See ¶__.

The following data elements shall be described on this Exhibit A, as applicable:

Primary Point(s) of Delivery
Effective Dates (See ¶__)
Primary Point(s) of Delivery Quantity (Dth per Day) (1)
Minimum Delivery Pressure p.s.i.g. (2)
Maximum Delivery Pressure p.s.i.g. (2)

Notes: [Insert as applicable]

- (1) The sum of the Delivery Quantities at Point(s) of Delivery shall not be greater than Shipper's MDQ.
- (2) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

EXHIBIT B

to
TRANSPORTATION - STORAGE BALANCING SERVICE AGREEMENT

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
and

(Shipper)

DATED: _____

The following data elements shall be described on this Exhibit B, as applicable:

Commodity Injection Rate
Fuel Reimbursement (Note 2)
Storage Injection
Primary Point(s) of Delivery
Reservation Rate (Note 1)
Commodity Delivery Rate (Note 1)
Effective Dates (See ¶1)
Surcharges (Note 3)
Authorized Overrun Rate(s) (4)
Daily Authorized Delivery Overrun Rate
Daily Authorized Injection/Withdrawal Overrun Rate
Daily Authorized Storage Capacity Overrun Rate

Notes: [Insert as applicable]

- (1) Unless otherwise agreed by the Parties in writing, the rates for service hereunder shall be Transporter's maximum rates for service under Rate Schedule TSB-Y or other superseding Rate Schedule, as such rates may be changed from time to time. Reservation rates(s) shall be payable regardless of quantities transported. All entitlement or quantities scheduled by Transporter on the CIG mainline or North Raton Lateral facilities shall be subject, as applicable, to the appropriate mainline and/or North Raton Lateral incremental reservation and commodity rates.

and/or -

[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.16 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following discount rate(s) _____ (insert if applicable) which shall be payable regardless of quantities transported. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

-and/or -

[Insert for negotiated rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) _____ (insert if applicable) which shall be payable regardless of quantities transported

- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

- (3) Applicable Surcharges:

All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

High Plains Gas Quality Control Surcharge:

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions set forth in the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions as set forth in the Tariff.

- (4) Subject to Transporter's authorized maximum and minimum rates in effect from time to time, a rate of up to \$_____ per Dth shall apply to daily Authorized Overrun service(s) (Delivery, Injection, Withdrawal and/or Storage Capacity) of up to _____ Dth per Day.

FORM OF STORAGE SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE TSB-T

Agreement No. _____

FIRM TOTEM STORAGE SERVICE AGREEMENT
RATE SCHEDULE TSB-T

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement)

Agreement No. _____

Transportation Service Agreement
Rate Schedule TSB-T
Dated: _____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. Shipper: _____
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. Changes in Rates and Terms: Transporter shall have the right to propose to the FERC changes in its rates and terms of service and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. Transportation Service: Transportation Service at and between Point of Withdrawal and Primary Point(s) of Delivery shall be on a firm basis. Delivery of quantities at Secondary Point(s) shall be in accordance with the Tariff.
6. Delivery: Transporter agrees to transport and deliver Delivery Quantities to Shipper (or for Shipper's account) at the Point(s) of Delivery identified in the attached Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. Rates and Surcharges: As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
8. For the period _____ through _____.
Totem Maximum Delivery Quantity ("MDQ"): _____ Dth per Day.
Totem Maximum Available Capacity ("TMAC"): _____ Dth.
Totem Maximum Daily Injection Quantity ("TMDIQ"): _____ Dth per Day.
Totem Maximum Daily Withdrawal Quantity ("TMDWQ"): _____ Dth per Day.

(Insert again if Quantities change during the term of service)

All storage entitlements as stated herein ("TMAC", "TMDIQ", and "TMDWQ") are based on an Average Thermal Content of Gas in Storage of 1,000 Btu per cubic foot. The Totem Available Daily Injection Quantity ("TADIQ"), Totem Available Daily Withdrawal Quantity ("TADWQ"), and storage entitlements shall be subject to the General Terms and Conditions of the Tariff and stated on Transporter's electronic bulletin board.

9. Negotiated Rate: Yes ____ No ____

10. Term of Transportation-Totem Storage Balancing Service: ____

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights of first refusal, (iv) interim capacity limitations and/or (v) related termination provisions, as applicable.]

11. Notices, Statements, and Bills:

To Shipper: _____

Attn: _____

Invoices:

All Notices: _____

Attn: _____

To Transporter:
See "Points of Contact" in the Tariff.

12. Effect on Prior Agreement(s): _____.

13. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

COLORADO INTERSTATE
GAS COMPANY, L.L.C.

Accepted and agreed to this

_____ day of _____, ____.

SHIPPER:

Accepted and agreed to this

_____ day of _____, ____.

EXHIBIT A

to
TRANSPORTATION - STORAGE BALANCING SERVICE AGREEMENT
RATE SCHEDULE TSB-T

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

1. Shipper's Maximum Delivery Quantity ("MDQ"): (See ¶__)
2. Shipper's Totem Maximum Available Capacity ("TMAC"): (See ¶__)
3. Shipper's Totem Maximum Daily Injection Quantity ("TMDIQ"): (See ¶__)
4. Shipper's Totem Maximum Daily Withdrawal Quantity ("TMDWQ"): (See ¶__)

The following data elements shall be described on this Exhibit A, as applicable:

Primary Point(s) of Delivery
Effective Dates (See ¶__)
Primary Point(s) of Delivery Quantity (Dth per Day) (1)
Minimum Delivery Pressure p.s.i.g. (2)
Maximum Delivery Pressure p.s.i.g.(2)

Notes: [Insert as applicable]

- (1) The sum of the Delivery Quantities at Point(s) of Delivery shall not be greater than Shipper's MDQ.
- (2) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

EXHIBIT B

to

TRANSPORTATION - STORAGE BALANCING SERVICE AGREEMENT
RATE SCHEDULE TSB-T

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

The following data elements shall be described on this Exhibit B, as applicable:

Reservation Rates (1)
Commodity Injection Rate
Primary Point(s) of Delivery
Commodity Delivery Rate (1)
Fuel Reimbursement (2)
Effective Dates (See ¶1_)
Surcharges (3)
Authorized Overrun Rate(s) (4)
Daily Authorized Delivery Overrun Rate
Daily Authorized Injection/Withdrawal Overrun Rate
Daily Authorized Storage Capacity Overrun Rate

Notes: [Insert as applicable]:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service hereunder shall be Transporter's maximum rates for service under Rate Schedule TSB-T or other superseding Rate Schedule, as such rates may be changed from time to time. Reservation rate(s) shall be payable regardless of quantities transported. All entitlement or quantities scheduled by Transporter on the CIG mainline or North Raton Lateral facilities shall be subject, as applicable, to the appropriate mainline and/or North Raton Lateral incremental reservation and commodity rates.

and/or -

[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.16 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following discount rate(s) _____ (insert if applicable) which shall be payable regardless of quantities transported. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

and/or -

[Insert for negotiated rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s)) _____ (insert if applicable) which shall be payable regardless of quantities transported.

- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

- (3) Applicable Surcharges:

All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

High Plains Gas Quality Control Surcharge:

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions set forth in the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions as set forth in the Tariff.

- (4) Subject to Transporter's authorized maximum and minimum rates in effect from time to time, a rate of up to \$_____ per Dth shall apply to daily Authorized Overrun service(s) (Delivery, Injection, Withdrawal and/or Storage Capacity) of up to _____ Dth per Day.

FORM OF STORAGE SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FS-1

Agreement No. _____

STORAGE SERVICE AGREEMENT

RATE SCHEDULE FS-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, heading and font may vary from Pro Forma to Service Agreement)

Agreement No. _____

Storage Service Agreement
Rate Schedule FS-1
Dated: _____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. Shipper: _____
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. Changes in Rates and Terms. Transporter shall have the right to propose to the FERC such changes in its rates and terms of service as it deems necessary, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. Storage Service: Subject to the provisions of this Agreement and Transporter's Rate Schedule FS-1, Transporter agrees to inject during the Injection Period, store, and withdraw during the Withdrawal Period Gas from storage on a firm basis for the account of Shipper.
6. Rates and Surcharges: As set forth in Exhibit A. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
7. Maximum Available Capacity ("MAC"): _____ Dth.
Maximum Daily Injection Quantity ("MDIQ"): _____ Dth per Day.
Maximum Daily Withdrawal Quantity ("MDWQ"): _____ Dth per Day.

(Insert again if Quantities changes during term of service)

All storage entitlements as stated herein ("MAC", "MDIQ" and "MDWQ") are based on an Average Thermal Content of Gas in Storage of 1,000 Btu per cubic foot. The Available Daily Injection Quantity ("ADIQ"), Available Daily Withdrawal Quantity ("ADWQ"), and storage entitlements shall be subject to the General Terms and Conditions of the Tariff, and stated on Transporter's electronic bulletin board.

8. Negotiated Rate: Yes____ No____

9. Term of Firm Storage:_____

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights of first refusal, (iv) interim capacity limitations and/or (v) related termination provisions, as applicable.]

10. Hourly Flow Option: Yes ____ No ____

11. Notices, Statements, and Bills:

To Shipper:

Attn:

Invoices:

All Notices:

Attn:

To Transporter:

See "Points of Contact" in the Tariff.

12. Effect on Prior Agreement(s): _____.

13. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

COLORADO INTERSTATE
GAS COMPANY, L.L.C.

Accepted and agreed to this

_____ day of _____, ____.

SHIPPER:

Accepted and agreed to this

_____ day of _____, ____.

EXHIBIT A
to
FIRM STORAGE SERVICE AGREEMENT
RATE SCHEDULE FS-1
between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
and

(Shipper)
DATED: _____

Shipper's Maximum Available Capacity ("MAC") (See ¶__)
Shipper's Maximum Daily Injection Quantity ("MDIQ") (See ¶__)
Shipper's Maximum Daily Withdrawal Quantity ("MDWQ") (See ¶__)

The following data elements shall be described on this Exhibit A, as applicable:

Reservation Rate (1)
Storage Capacity Rate (1)
Hourly Flow Option
Quantity Injection Rate (1)
Quantity Withdrawal Rate (1)
Effective Dates (See ¶__)
Fuel Reimbursement (2)

Notes: [Insert as applicable]

- (1) Unless otherwise agreed by the Parties in writing, the rates for service hereunder shall be Transporter's maximum Reservation Rate Storage Capacity Rate and where applicable Hourly Rates of Flow Option for service under Rate Schedule FS-1 or other superseding Rate Schedule, as such rates may be changed from time to time, Reservation and Storage Capacity rate(s) shall be payable regardless of quantities injected and/or withdrawn.

-and/or -

[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.)]
As provided in Section 4.16 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following discount rate(s) _____ (insert if applicable) which shall be payable regardless of quantities injected and/or withdrawn.

The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

-and/or -

[Insert for negotiated rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) _____(insert if applicable) which shall be payable regardless of quantities injected and/or withdrawn.

- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

FORM OF STORAGE SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FS-Y

Agreement No. _____

FIRM YOUNG STORAGE SERVICE AGREEMENT
RATE SCHEDULE FS-Y

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, heading and font may vary from Pro Forma to Service Agreement)

Agreement No. _____

Storage Service Agreement
Rate Schedule FS-Y
Dated: _____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. Shipper: _____
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. Changes in Rates and Terms. Transporter shall have the right to propose to the FERC such changes in its rates and terms of service as it deems necessary, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. Storage Service: Subject to the provisions of this Agreement and Transporter's Rate Schedule FS-Y, Transporter agrees to inject during the Young Injection Period, store in Young Storage, and withdraw during the Young Withdrawal Period Gas from Young Storage on a firm basis for the account of Shipper.
6. Rates and Surcharges: As set forth in Exhibit A. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
7. Young Maximum Available Capacity ("YMAC"): _____ Dth.
Young Maximum Daily Injection Quantity ("YMDIQ"): _____ Dth per Day.
Young Maximum Daily Withdrawal Quantity ("YMDWQ"): _____ Dth per Day.

(Insert again if Quantities change during the term of service)

All storage entitlements as stated herein ("YMAC", "YMDIQ" and "YMDWQ") are based on an Average Thermal Content of Gas in Young Storage of 1,000 Btu per cubic foot. The Young Available Daily Injection Quantity ("YADIQ"), Young Available Daily Withdrawal Quantity ("YADWQ"), and storage entitlements shall be subject to the General Terms and Conditions of the Tariff, and stated on Transporter's electronic bulletin board.

8. Negotiated Rate: Yes_____ No_____

9. Term of Firm Young Storage Service:_____

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (ii) contractual rights of first refusal, (iv) interim capacity limitations and/or (v) related termination provisions, as applicable.]

10. Notices, Statements, and Bills:

To Shipper:

Attn: _____

Invoices:

All Notices:

Attn: _____

To Transporter:

See "Points of Contact" in the Tariff.

11. Effect on Prior Agreement(s):_____.

12. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

COLORADO INTERSTATE
GAS COMPANY, L.L.C.

Accepted and agreed to this

_____ day of _____, ____.

SHIPPER:

Accepted and agreed to this

_____ day of _____, ____.

EXHIBIT A

to

STORAGE SERVICE AGREEMENT
RATE SCHEDULE FS-Y

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

Shipper's Young Maximum Available Capacity ("YMAC"):(See ¶)
Shipper's Young Maximum Daily Injection Quantity ("YMDIQ"):(See ¶)
Shipper's Young Maximum Daily Withdrawal Quantity ("YMDWQ"):(See ¶)

The following data elements shall be described on this Exhibit A, as applicable:

Reservation Rate (Note 1)
Storage Capacity Rate (1)
Quantity Injection Rate (1)
Quantity Withdrawal Rate (1)
Effective Dates(See ¶)
Fuel Reimbursement (2)

Notes: [Insert as applicable]

- (1) Unless otherwise agreed by the Parties in writing, the rates for service hereunder shall be Transporter's maximum rates for service under Rate Schedule FS-Y or other superseding Rate Schedule, as such rates may be changed from time to time. Reservation and Storage Capacity rate(s) shall be payable regardless of quantities injected and/or withdrawn.

-and/or -

[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.)]
As provided in Section 4.16 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following discount rate(s) _____ (insert if applicable) which shall be payable regardless of quantities injected and/or withdrawn.

The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

-and/or -

[Insert for negotiated rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) _____(insert if applicable) which shall be payable regardless of quantities injected and/or withdrawn.

- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

FORM OF STORAGE SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FS-T

Agreement No. _____

FIRM YOUNG STORAGE SERVICE AGREEMENT
RATE SCHEDULE FS-T

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, heading and font may vary from Pro Forma to Service Agreement)

FORM OF STORAGE SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FS-T

Agreement No. _____

Storage Service Agreement
Rate Schedule FS-T
Dated: _____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. Shipper: _____
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. Changes in Rates and Terms. Transporter shall have the right to propose to the FERC such changes in its rates and terms of service as it deems necessary, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. Storage Service: Subject to the provisions of this Agreement and Transporter's Rate Schedule FS-T, Transporter agrees to inject during the Totem Injection Period, store in Totem Storage, and withdraw during the Totem Withdrawal Period Gas from Totem Storage on a firm basis for the account of Shipper.
6. Rates and Surcharges: As set forth in Exhibit A. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
7. Totem Maximum Available Capacity ("TMAC"): _____ Dth.
Totem Maximum Daily Injection Quantity ("TMDIQ"): _____ Dth per Day.
Totem Maximum Daily Withdrawal Quantity ("TMDWQ"): _____ Dth per Day.

(Insert again if Quantities change during the term of service)

All storage entitlements as stated herein ("TMAC", "TMDIQ" and "TMDWQ") are based on an Average Thermal Content of Gas in Totem Storage of 1,000 Btu per cubic foot. The Totem Available Daily Injection Quantity ("TADIQ"), Totem Available Daily Withdrawal Quantity

("TADWQ"), and storage entitlements shall be subject to the General Terms and Conditions of the Tariff, and stated on Transporter's electronic bulletin board.

8. Negotiated Rate: Yes____ No____

9. Term of Firm Totem Storage Service:_____

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights of first refusal, (iv) interim related capacity and/or (v) related termination provisions, as applicable.]

10. Notices, Statements, and Bills:

To Shipper: _____

Attn: _____

Invoices:

All Notices: _____

Attn: _____

To Transporter:

See "Points of Contact" in the Tariff.

11. Effect on Prior Agreement(s): _____.

12. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

COLORADO INTERSTATE
GAS COMPANY, L.L.C.

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, ____.

_____ day of _____, ____.

EXHIBIT A

to
TOTEM FIRM STORAGE SERVICE AGREEMENT
RATE SCHEDULE FS-T

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

Shipper's Totem Maximum Available Capacity ("TMAC"): (See ¶)
Shipper's Totem Maximum Daily Injection Quantity ("TMDIQ"): (See ¶)
Shipper's Totem Maximum Daily Withdrawal Quantity ("TMDWQ"): (See ¶)

The following data elements shall be described on this Exhibit A, as applicable:

Reservation Rate (1)
Storage Capacity Rate (1)
Quantity Injection Rate (1)
Quantity Withdrawal Rate (1)
Effective Dates (See ¶)
Fuel Reimbursement (2)

Notes: [Insert as applicable]

- (1) Unless otherwise agreed by the Parties in writing, the rates for service hereunder shall be Transporter's maximum rates for service under Rate Schedule FS-T or other superseding Rate Schedule, as such rates may be changed from time to time. Reservation and Storage Capacity rate(s) shall be payable regardless of quantities injected and/or withdrawn.

-and/or -

[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.16 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following discount rate(s) _____ (insert if applicable) which shall be payable regardless of quantities injected and/or withdrawn. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

-and/or -

[Insert for negotiated rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) _____(insert if applicable) which shall be payable regardless of quantities injected and/or withdrawn.

- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE TI-1

Agreement No. _____

INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TI-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, heading and font may vary from Pro Forma to Service Agreement)

Agreement No. _____

Transportation Service Agreement
Rate Schedule TI-1

DATED: _____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. Shipper: _____
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. Changes in Rates and Terms: Transporter shall have the right to propose to the FERC such changes in its rates and terms of service as it deems necessary, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. Points of Receipt and Delivery: System-wide

All Point(s) of Receipt and Delivery included on Transporter's master list of Point(s) of Receipt and Delivery as posted on its electronic bulletin board.

For each Point of Receipt and Delivery, data posted shall include a description of the legal location, pressure information, the identity of the interconnected Party and the measuring Party, and such other data as Transporter may include from time to time. Transporter's master list of Point(s) of Receipt and Delivery shall be updated from time to time in order to add or delete Point(s) of Receipt or Delivery and in order to modify data pertinent to Point(s) of Receipt and Delivery, all as deemed appropriate by Transporter.

6. Rates and Surcharges: As set forth in Exhibit A. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
7. Negotiated Rate: Yes____ No____
8. Term of Interruptible Transportation Service: _____.

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights of first refusal and/or (iv) related termination provisions, as applicable.]

9. Notices, Statements and Bills:

To Shipper:

Invoices:

Attn: _____

All Notices: _____

Attn: _____

To Transporter:

See "Points of Contact" in the Tariff.

10. Effect on Prior Agreement(s):_____.

11. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

COLORADO INTERSTATE
GAS COMPANY, L.L.C.

Accepted and agreed to this
_____ day of _____, ____.

Accepted and agreed to this
_____ day of _____, ____.

EXHIBIT A
to
INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TI-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
and

(Shipper)

Dated: _____

The following data elements shall be described on this Exhibit A, as applicable:

Point(s) of Receipt
Point(s) of Delivery
Commodity Rate (1)(2)
Effective Dates (See ¶)
Fuel Reimbursement (3)
Surcharges (4)

Notes: [Insert as applicable]

- (1) Unless otherwise agreed by the Parties in writing, the Commodity Rate for service shall be Transporter's then-effective maximum rate for service under Rate Schedule TI-1, or other superseding Rate Schedule, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the North Raton Lateral facilities shall be subject, as applicable, to the appropriate North Raton Lateral incremental commodity rates.

and/or -

[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.)]
As provided in Section 4.16 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following discount rate(s) _____. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

-and/or -

[Insert for negotiated rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) _____.

- (2) Quantities Delivered at a location on any Day which are in excess of the Scheduled and Confirmed Quantities for that location are subject to the Unauthorized Interruptible Overrun Rates as set forth in Transporter's then-effective Statement of Rates.
- (3) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (4) Surcharges, if applicable:

All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:

The Gas Quality Control commodity surcharge shall be assessed pursuant to Section 33.1 of the General Terms and Conditions as set forth in the Tariff.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions as set forth in the Tariff.

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE TI-HP

Agreement No. _____

INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TI-HP

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, heading and font may vary from Pro Forma to Service Agreement)

Agreement No. _____

Transportation Service Agreement
Rate Schedule TI-HP
Dated: _____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. Shipper: _____
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall provide as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. Changes in Rates and Terms: Transporter shall have the right to propose to the FERC such changes in its rates and terms of service as it deems necessary, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. Points of Receipt and Delivery: All Points of Receipt and Delivery on the High Plains System.

All Point(s) of Receipt and Delivery included on Transporter's master list of High Plains System Point(s) of Receipt and Delivery as posted on its electronic bulletin board.

For each High Plains System Point of Receipt and Delivery, data posted shall include a description of the legal location, pressure information, the identity of the interconnected Party and the measuring Party, and such other data as Transporter may include from time to time. Transporter's master list of High Plains System Point(s) of Receipt and Delivery shall be updated from time to time in order to add or delete High Plains System Point(s) of Receipt or Delivery and in order to modify data pertinent to High Plains System Point(s) of Receipt and Delivery, all as deemed appropriate by Transporter.
6. Rates and Surcharges: As set forth in Exhibit A. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
7. Negotiated Rate: Yes___ No___
8. Term of High Plains Interruptible Transportation Service:_____.

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights of first refusal and/or (iv) related termination provisions, as applicable.]

9. Notices, Statements, and Bills:

To Shipper: _____

Attn: _____

Invoices:

All Notices: _____

Attn: _____

To Transporter:

See "Points of Contact" in the Tariff.

10. Effect on Prior Agreement(s): _____.

11. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

COLORADO INTERSTATE
GAS COMPANY, L.L.C.

Accepted and agreed to this
_____ day of _____, ____.

SHIPPER:

Accepted and agreed to this
_____ day of _____, ____.

EXHIBIT A

to

HIGH PLAINS INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TI-HP

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

The following data elements shall be described on this Exhibit A, as applicable:

Point(s) of Receipt
Point(s) of Delivery
Commodity Rate (1) (2)
Effective Dates (See ¶)
Fuel Reimbursement (3)
Surcharges (4)

Notes: [Insert as applicable]

- (1) Unless otherwise agreed by the Parties in writing, the commodity rate for service shall be Transporter's then-effective maximum rate for service under Rate Schedule TI-HP, or other superseding Rate Schedule, as such rates may be changed from time to time.

-and/or -

[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.16 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following discount rate(s) _____. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

-and/or

[Insert for negotiated rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) _____.

- (2) Quantities Delivered at a location on any Day which are in excess of the Scheduled and Confirmed Quantities for that location are subject to the Daily Unauthorized Interruptible Overrun Rates as set forth in Transporter's then-effective Statement of Rates.
- (3) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (4) Surcharges, if applicable:

All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

High Plains Gas Quality Control Surcharge:

The High Plains Gas Quality Control commodity surcharge shall be assessed pursuant to Section 33.1 of the General Terms and Conditions as set forth in the Tariff.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions as set forth in the Tariff.

FORM OF INTERRUPTIBLE PARKING AND LENDING SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE PAL-1

Agreement No. _____

INTERRUPTIBLE PARKING AND LENDING SERVICE AGREEMENT

RATE SCHEDULE PAL-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement)

Agreement No. _____

INTERRUPTIBLE PARKING AND LENDING SERVICE AGREEMENT
Rate Schedule PAL-1
Dated: _____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. Shipper: _____
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement and the associated Park and Loan Service Request Order(s) ("PAL RO") in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. Changes in Rates and Terms. Transporter shall have the right to propose to the FERC such changes in its rates and terms of service as it deems necessary, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. Parking and Lending Service: Upon Shipper's request Transporter may, on any Day and on an interruptible basis,
 - (a) hold (Park) the quantity Nominated to be Parked for Shipper's account at the designated Park and Loan Point(s) on the designated date(s) specified in Shipper's PAL RO upon approval from Transporter and withdraw such quantity at the original Park and Loan Point(s) on the designated date(s) in the PAL RO;
 - (b) advance (Loan) quantities of natural Gas Nominated by Shipper at a Park and Loan Point(s) on the designated date(s) specified in Shipper's PAL RO and approved by Transporter. Shipper shall pay back such advanced quantities on the designated date(s) at the original Park and Loan Point(s) where the Loan occurred as set forth in the PAL RO.
6. Rates and Surcharges: As set forth in the PAL RO, Subject to the provisions of Section 3.4 of Rate Schedule PAL-1, quantities withdrawn or paid back on dates other than those shown on the PAL RO shall be assessed the maximum rate for Rate Schedule PAL-1 as shown on the Statement of Rates, unless Shipper and Transporter have agreed otherwise, and provided however, that quantities withdrawn or paid back on other dates pursuant to the provisions of Section 2.6 of Rate Schedule PAL-1 shall be assessed the discounted rates described above, if applicable.

7. Term of Interruptible Parking and Lending Service:_____

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover, (iii) contractual rights of first refusal and/or (iv) related termination provisions, as applicable.]

8. Contact Information:

To Shipper:

Attn:

To Transporter:

See "Points of Contact" in the Tariff.

9. Effect on Prior Agreement(s): _____.

10. Governing Law: Transporter and Shipper expressly agree that the laws of Colorado shall govern the validity, construction, interpretation, and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulation, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

COLORADO INTERSTATE GAS
COMPANY, L.L.C.

Accepted and agreed to this

_____ day of _____, ____.

Accepted and agreed to this

_____ day of _____, ____.

Request Order No: _____ -

PARK AND LOAN SERVICE REQUEST ORDER ("PAL RO")

related to

RATE SCHEDULE PAL-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

 (Shipper)

DATED: _____

1. PAL Agreement No: _____ Type of Service: Park _____ Loan _____
2. Maximum PAL Quantity: _____ (Dth)
3. PAL Point(s): _____
4. Schedule:

| Date(s) Service to be Provided (May Reflect a Range of Dates) | | Daily PAL Quantity (Dth) (May Reflect a Range of Quantities) | |
|--|----------------|---|--|
| <u>From</u> | <u>Through</u> | <u>Park or Loan Payback</u> <u>Minimum Maximum</u> | <u>Loan or Park Withdrawal</u> <u>Minimum Maximum</u> |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

5. Park and Loan Rates: Unless otherwise agreed by the Parties in this PAL RO, the Park and Loan Rates for service shall be Transporter's then effective maximum rates for service under Rate Schedule PAL-1 or other superseding Rate Schedule, as such rates may be changed from time to time. Should a discount rate or a negotiated rate apply pursuant to GT&C Section 4.16 or 4.17 respectively, such rate shall apply for only Parked or Loaned quantities

withdrawn or paid back on the specified dates set forth above. Rates may vary based on quantity, time period, etc., as set forth in the PAL RO.

Commodity Rate: _____

6. Negotiated Rate: Yes____ No____

7. Notices, Statements, and Bills:

To Shipper: _____

Attn: _____

Invoices:

All Notices: _____

Attn: _____

To Transporter: See "Points of Contact" in the Tariff

IN WITNESS WHEREOF, the Parties have executed this PAL RO. This PAL RO may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

COLORADO INTERSTATE GAS
COMPANY, L.L.C. .

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, ____.

_____ day of _____, ____.

FORM OF AUTOMATIC INTERRUPTIBLE PARKING AND LENDING SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE APAL-1

Agreement No. _____

AUTOMATIC INTERRUPTIBLE PARKING AND LENDING SERVICE AGREEMENT

RATE SCHEDULE APAL-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, heading and font may vary from Pro Forma to Service Agreement)

Agreement No. _____

Automatic Interruptible Parking and Lending
Service Agreement
Rate Schedule APAL-1
DATED: _____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. Shipper: _____
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. Changes in Rates and Terms: Transporter shall have the right to propose to the FERC such changes in its rates and terms of service as it deems necessary, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. Parking and Lending Service: Upon Shipper's request Transporter may, on any Day and on an interruptible basis, provide the following:
 - (a) Parking Service - Parking Service shall consist of the allocation of a Scheduled Imbalance Quantity due Shipper from Transporter to the designated Park and Loan Point, the holding of such quantity for Shipper's account, and Transporter's withdrawal of the parked quantities to Shipper for Transportation Service from the designated Park and Loan Point, when requested by Shipper.
 - (b) Lending Service - Lending Service shall consist of Transporter's advancement of the quantities of natural Gas equivalent to a Scheduled Imbalance Quantity due Transporter at the designated Park and Loan Point and the payback by Shipper at Point(s) of Receipt within the associated Pooling Area of such Loaned quantities.
6. Rates and Surcharges: As set forth in Exhibit A. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
7. Negotiated Rate: Yes ____ No ____

8. Term of Automatic Interruptible Parking and Lending Service:_____

[Insert term of service including any (i) extension rights such as an evergreen or rollover provision, (ii) contractual rights of first refusal and/or (iii) related termination provisions, as applicable.]

9. Notices, Statements, and Bills:

To Shipper: _____

Attn: _____

Invoices:

All Notices: _____

Attn: _____

To Transporter:

See "Points of Contact" in the Tariff.

10. Effect on Prior Agreement(s): _____.

11. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

COLORADO INTERSTATE
GAS COMPANY, L.L.C.

Accepted and agreed to this

_____ day of _____, ____.

SHIPPER:

Accepted and agreed to this

_____ day of _____, ____.

EXHIBIT A
to
AUTOMATIC INTERRUPTIBLE PARKING AND LENDING SERVICE AGREEMENT
RATE SCHEDULE APAL-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

The following data elements shall be described on this Exhibit A, as applicable:

Monthly Park and Loan Rate (1)
Commodity Rate (2)
Effective Dates (See ¶)
Surcharges (3)

Notes: [Insert as applicable]

- (1) Unless otherwise agreed by the Parties in writing, the rates for service hereunder shall be Transporter's maximum Monthly Park/Loan Rate.

[Insert if rate is other than maximum rate]

The parties agree that the following rate, subject to the minimum and maximum rates, will be ____ (Rate) ____.

- (2) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule APAL-1 or other superseding Rate Schedules, as such rates may be changed from time to time.

[Insert if rate is other than maximum rate]

The Parties agree the commodity rate, subject to the minimum and maximum rates, for service each Month shall initially be \$____/Dth. However, after five (5) consecutive Days of flat or increasing cumulative Parked or Loaned balances, the Automatic Park and Loan Commodity Rate shall double. This process shall continue during the Month until the Automatic Park and Loan Commodity Rate

reaches the Maximum Automatic Park and Loan Commodity Rate. If the cumulative Parked or Loaned balance decreases, the Automatic Park and Loan Rate shall remain unchanged until such cumulative balance decreases to 100 Dth or less, at which time the Automatic Park/Loan Commodity Rate shall convert to the initial rate of \$_____. (Note: During critical periods, Transporter may increase the APAL-1 commodity rate upon at least four (4) hours notice to Shipper prior to a Nomination cycle deadline. In no case shall the APAL-1 commodity rate exceed the maximum rates for service under Rate Schedule APAL-1.)

- (3) All applicable surcharges, including but not limited to those assessed pursuant to Section 17 of the General Terms and Conditions, for each Dekatherm of Gas Parked or Loaned under this Agreement shall be paid. Such charges or surcharges shall not be applicable if paid on related Transportation Service.

FORM OF STORAGE SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE IS-1

Agreement No. _____

INTERRUPTIBLE STORAGE SERVICE AGREEMENT
RATE SCHEDULE IS-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement)

INTERRUPTIBLE STORAGE SERVICE AGREEMENT
RATE SCHEDULE IS-1

Agreement No. _____

Storage Service Agreement
Rate Schedule IS-1

Dated: _____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. Shipper: _____
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used in and not otherwise defined this Agreement have the meanings given to them in the Tariff.
4. Changes in Rates and Terms. Transporter shall have the right to propose to the FERC such changes in its rates and terms of service as it deems necessary, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. Storage Service: Upon Shipper's request Transporter may, on any Day and on an interruptible basis, accept quantities of Gas Tendered by Shipper at the Point of Injection and withdraw quantities of Gas from storage for Shipper's account at Point of Withdrawal pursuant to the Tariff.
6. Rates and Surcharges: As set forth in Exhibit A. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
7. Term of Interruptible Storage Service: _____

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights of first refusal and/or (iv) related termination provisions, as applicable.]
8. Negotiated Rate: Yes ____ No ____

9. Notices, Statements, and Bills:

To Shipper: _____

Attn: _____

Invoices:

All Notices: _____

Attn: _____

To Transporter:

See "Points of Contact" in the Tariff.

10. Effect on Prior Agreement(s):_____.

11. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

COLORADO INTERSTATE
GAS COMPANY, L.L.C.

Accepted and agreed to this
_____ day of _____, ____.

Accepted and agreed to this
_____ day of _____, ____.

EXHIBIT A
to
STORAGE SERVICE AGREEMENT
RATE SCHEDULE IS-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

The following data elements shall be described on this Exhibit A, as applicable:

Interruptible Storage Rate (1)
Quantity Injection Rate (1)
Quantity Withdrawal Rate (1)
Effective Dates (See ¶)
Fuel Reimbursement (2)

Notes: [Insert as applicable]

- (1) Unless otherwise agreed by the Parties in writing, the rates for service hereunder shall be Transporter's maximum rates for service under Rate Schedule IS-1, or other superseding Rate Schedule, as such rates may be changed from time to time.
-and/or -

[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.16 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following discount rate(s) _____. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

-and/or -

[Insert for negotiated rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) _____.

- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

FORM OF STORAGE SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE IS-Y

Agreement No. _____

INTERRUPTIBLE YOUNG STORAGE SERVICE AGREEMENT - RATE SCHEDULE IS-Y

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement)

FORM OF STORAGE SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE IS-Y

Agreement No. _____

Storage Service Agreement
Rate Schedule IS-Y
Dated: _____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. Shipper: _____
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. Changes in Rates and Terms. Transporter shall have the right to propose to the FERC such changes in its rates and terms of service as it deems necessary, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. Storage Service: Upon Shipper's request Transporter may, on any Day and on an interruptible basis, accept quantities of Gas Tendered by Shipper at the Young Point of Injection and withdraw quantities of Gas from Young Storage for Shipper's account at Young Point of Withdrawal pursuant to the Tariff.
6. Rates and Surcharges: As set forth in Exhibit A. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
7. Term of Interruptible Young Storage Service: _____

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights of first refusal, and/or (iv) related termination provisions, as applicable.]
8. Negotiated Rate: Yes _____ No _____

9. Notices, Statements, and Bills:

To Shipper: _____

Attn: _____

Invoices:

All Notices: _____

Attn: _____

To Transporter:

See "Points of Contact" in the Tariff.

10. Effect on Prior Agreement(s):_____.

11. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

COLORADO INTERSTATE
GAS COMPANY, L.L.C.

Accepted and agreed to this

_____ day of _____, ____.

Accepted and agreed to this

_____ day of _____, ____.

EXHIBIT A
to
STORAGE SERVICE AGREEMENT
RATE SCHEDULE IS-Y

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

The following data elements shall be described on this Exhibit A, as applicable:

Interruptible Storage Rate (1)
Quantity Injection Rate(1)
Quantity Withdrawal Rate(1)
Effective Dates (See ¶)
Fuel Reimbursement (2)

Notes: [Insert as applicable]

- (1) Unless otherwise agreed by the Parties in writing, the rates for service hereunder shall be Transporter's maximum rates for service under Rate Schedule IS-Y, or other superseding Rate Schedule, as such rates may be changed from time to time.

-and/or -

[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.16 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following discount rate(s) _____. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

-and/or -

[Insert for negotiated rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) _____.

- (2) High Plains System Storage Fuel and Unaccounted-for Gas shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

FORM OF STORAGE SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE IS-T

Agreement No. _____

INTERRUPTIBLE TOTEM STORAGE SERVICE AGREEMENT - RATE SCHEDULE IS-T

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement)

FORM OF STORAGE SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE IS-T

Agreement No. _____

Storage Service Agreement

Rate Schedule IS-T

Dated: _____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. Shipper: _____
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. Changes in Rates and Terms. Transporter shall have the right to propose to the FERC such changes in its rates and terms of service as it deems necessary, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. Storage Service: Upon Shipper's request Transporter may, on any Day and on an interruptible basis, accept quantities of Gas Tendered by Shipper at the Totem Point of Injection and withdraw quantities of Gas from Totem Storage for Shipper's account at Totem Point of Withdrawal pursuant to the Tariff.
6. Rates and Surcharges: As set forth in Exhibit A. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
7. Term of Interruptible Totem Storage Service: _____

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights of first refusal and/or (iv) related termination provisions, as applicable.]
8. Negotiated Rate: Yes _____ No _____

9. Notices, Statements, and Bills:

To Shipper:

Attn:

Invoices:

All Notices:

Attn:

To Transporter:

See "Points of Contact" in the Tariff.

10. Effect on Prior Agreement(s):_____.

11. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

COLORADO INTERSTATE
GAS COMPANY, L.L.C.

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, ____.

_____ day of _____, ____.

EXHIBIT A
to
STORAGE SERVICE AGREEMENT

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
and

(Shipper)

DATED: _____

The following data elements shall be described on this Exhibit A, as applicable:

Interruptible Storage Rate (1)
Quantity Injection Rate (1)
Quantity Withdrawal Rate (1)
Effective Dates (See ¶)
Fuel Reimbursement (2)

Notes: [Insert as applicable]

- (1) Unless otherwise agreed by the Parties in writing, the rates for service hereunder shall be Transporter's maximum rates for service under Rate Schedule IS-T, or other superseding Rate Schedule, as such rates may be changed from time to time.

-and/or -

[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.16 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following discount rate(s) _____. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

and/or -

[Insert for negotiated rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) _____

- (2) Totem Storage Fuel and Unaccounted-for Gas shall be as stated on Transporter's Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

FORM OF INTERRUPTIBLE SWING SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE SS-1

Agreement No. _____

INTERRUPTIBLE SWING SERVICE AGREEMENT

RATE SCHEDULE SS-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(OPERATOR)

DATED: _____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement)

FORM OF INTERRUPTIBLE SWING SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE SS-1

Agreement No. _____

Interruptible Swing Service Agreement
Rate Schedule SS-1
DATED: _____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. Operator: _____
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. Change in Rates and Terms: Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provision of law, without prejudice to Operator's right to protest the same.
5. Point(s) of Delivery: _____.
6. Rates and Surcharges: As set forth in Exhibit A. Transporter and Operator may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
7. Negotiated Rate: Yes ____ No ____
8. Term of Interruptible Swing Service: _____

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights of first refusal and/or (iv) related termination provisions, as applicable.]

9. Notices, Statements, and Bills:

To Operator: _____

Attn: _____

Invoices:

All Notices: _____

Attn: _____

To Transporter: See "Points of Contact" in the Tariff

.

10. Effect on Prior Agreement(s): _____

11. Municipality Limited Liability: _____

[Insert applicable (i) limited source of repayment and/or (ii) prior appropriations as stated in Section 12.4(d) of the General Terms and Conditions of the Tariff.]

12. Governing Law: Transporter and Operator expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

OPERATOR:

COLORADO INTERSTATE
GAS COMPANY, L.L.C.

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, ____.

_____ day of _____, ____.

EXHIBIT A

to

INTERRUPTIBLE SWING SERVICE AGREEMENT
RATE SCHEDULE SS-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
and

(Operator)

DATED: _____

The following data elements shall be described on this Exhibit A, as applicable:

Point(s) Of Delivery
Commodity Rate (1)
Effective Dates (See ¶__)

Notes: [Insert as applicable]

- (1) Unless otherwise agreed by the Parties in writing, the commodity rate for service shall be Transporter's then-effective maximum rate for service under Rate Schedule SS-1, or other superseding Rate Schedule, as such rates may be changed from time to time.

-and/or -

[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.)]
As provided in Section 4.16 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following discount rate(s) _____. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

-and/or -

[Insert for negotiated rate(s), as necessary (e.g., (1a), (1b), etc.)]
As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) _____.

FORM OF INTERRUPTIBLE SWING SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE SS-HP

Agreement No. _____

INTERRUPTIBLE SWING SERVICE AGREEMENT
RATE SCHEDULE SS-HP

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(OPERATOR)

DATED: _____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, heading and font may vary from Pro Forma to Service Agreement)

FORM OF INTERRUPTIBLE SWING SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE SS-HP

Agreement No. _____

Interruptible High Plains Swing Service Agreement
Rate Schedule SS-HP
DATED: _____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. Operator: _____
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. Change in Rates and Terms: Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Operator's right to protest the same.
5. Point(s) of Delivery: _____.
6. Rates and Surcharges: As set forth in Exhibit A. Transporter and Operator may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
7. Negotiated Rate: Yes ____ No ____
8. Term of High Plains Swing Service: _____

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights of first refusal and/or (iv) related termination provisions, as applicable.]

9. Notices, Statements, and Bills:

To Operator: _____

Attn: _____

Invoices:

All Notices: _____

Attn: _____

To Transporter:

See "Points of Contact" in the Tariff.

10. Effect on Prior Agreement(s): _____.

11. Governing Law: Transporter and Operator expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

OPERATOR:

COLORADO INTERSTATE
GAS COMPANY, L.L.C.

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, ____.

_____ day of _____, ____.

EXHIBIT A
to
INTERRUPTIBLE SWING SERVICE AGREEMENT
RATE SCHEDULE SS-HP

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Operator)

DATED: _____

The following data elements shall be described on this Exhibit A, as applicable:

Point(s) Of Delivery
Commodity Rate (1)
Effective Dates (See ¶1)

Notes: [Insert as applicable]

- (1) Unless otherwise agreed by the Parties in writing, the commodity rate for service shall be Transporter's then-effective maximum rate for service under Rate Schedule SS-HP, or other superseding Rate Schedule, as such rates may be changed from time to time.

[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.16 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following discount rate(s) _____. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

-and/or -

[Insert for negotiated rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) _____.

FORM OF HEADSTATION POOLING SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE HSP-1

Agreement No. _____

HEADSTATION POOLING SERVICE AGREEMENT

RATE SCHEDULE HSP-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(POOLER)

DATED: _____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, heading and font may vary from Pro Forma to Service Agreement)

FORM OF HEADSTATION POOLING SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE HSP-1

Agreement No. _____

Headstation Pooling Agreement
Rate Schedule HSP-1
DATED: _____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. Pooler: _____
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. Changes in Rates and Terms. Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Pooler's right to protest the same.
5. Point(s) of Receipt and Delivery:

All Point(s) of Receipt included on Transporter's master list of Point(s) of Receipt related to Transporter's Pooling Areas and Pools as posted on Transporter's electronic bulletin board.

For each Point of Receipt, data posted shall include a description of the legal location, pressure information, the identity of the interconnected Party and the measuring Party, and such other data as Transporter may include from time to time. Transporter's master list of Point(s) of Receipt shall be updated from time to time in order to add or delete and/or modify data pertinent to Point(s) of Receipt, all as deemed appropriate by Transporter.

6. Rates and Surcharges: As set forth in Exhibit A. Transporter and Pooler may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
7. Term of Headstation Pooling Service: _____.

[Insert term of service including any (i) extension rights such as an evergreen or rollover provision, (ii) contractual rights of first refusal and/or (iii) related termination provisions, as applicable.]

8. Notices, Statements, and Bills:

To Pooler: _____

Attn: _____

Invoices:

All Notices: _____

Attn: _____

To Transporter:
See "Points of Contact" in the Tariff.

9. Effects on Prior Agreement(s):_____.

10. Governing Law: Transporter and Pooler expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

POOLER:

COLORADO INTERSTATE
GAS COMPANY, L.L.C.

Accepted and agreed to this

_____ day of _____, ____.

Accepted and agreed to this

_____ day of _____, ____.

EXHIBIT A

to

HEADSTATION POOLING SERVICE AGREEMENT
RATE SCHEDULE HSP-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Pooler)

DATED: _____

The following data elements shall be described on this Exhibit A, as applicable:

Pooling Area(s) (1)
Pool(s) (2)

Notes: [Insert as applicable]

- (1) All Point(s) of Receipt within the designated Pooling Area, as posted on Transporter's electronic bulletin board, are eligible for service under this service agreement.
- (2) Only quantities Nominated from the related Pooling Area may be Delivered and aggregated at the designated Pool. Pooler is responsible for designating the Downstream Shipper(s) receiving Gas at the Pool.

FORM OF CHEYENNE STATION HUB SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE HUB-1

Agreement No. _____

CHEYENNE STATION HUB SERVICE AGREEMENT

RATE SCHEDULE HUB-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(SHIPPER)

DATED: _____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement)

FORM OF CHEYENNE STATION HUB SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE HUB-1

Agreement No. _____

Cheyenne Station HUB Service Agreement
Rate Schedule HUB-1

DATED: _____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. Shipper: _____
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement and associated Park and Loan Service Request Order(s) ("PAL RO") in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. Changes in Rates and Terms. Transporter shall have the right to propose to the FERC such changes in its rates and terms of service as it deems necessary, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. Parking and Lending option at the Cheyenne Station Hub Park and Loan Point: Upon Shipper's request Transporter may, on any Day and on an interruptible basis,
 - (a) hold (Park) the quantity Nominated to be Parked for Shipper's account at the Cheyenne Station Hub Park and Loan Point(s) on the designated date(s) specified in Shipper's PAL RO upon approval from Transporter and withdraw such quantity at the original Cheyenne Station Hub Park and Loan Point(s) on the designated date(s) as set forth in the PAL RO;
 - (b) advance (Loan) quantities of natural Gas Nominated by Shipper at the Cheyenne Station Hub Park and Loan Point(s) on the designated date(s) specified in Shipper's PAL RO. Shipper shall pay back such advanced quantities on the designated date(s) at the original Cheyenne Station Hub Park and Loan Point(s) where the Loan occurred as set forth in the PAL RO.
6. Rates and Surcharges: As set forth in Exhibit "A" and/or the PAL RO, as applicable. Transporter and Shipper may also agree to a discount or a negotiated rate as described in Sections 4.16 and 4.17 respectively of the General Terms and Conditions of the Tariff.
7. Negotiated Rate: Yes _____ No _____

8. Term of Interruptible Hub Service: _____
[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights of first refusal and/or (iv) related termination provisions, as applicable.]

9. Contact Information:
To Shipper: _____

Attn: _____

To Transporter: See "Points of Contact" in the Tariff

10. HUB -1 Points of Receipt and Delivery : _____

Third Party Transportation Service is limited to Point(s) of Receipt from Transporter's or third party pipelines connected to Transporter's Cheyenne Station Hub in Weld County, Colorado to Point(s) of Delivery to Transporter's or one or more third party pipelines connected to Transporter's Cheyenne Station Hub.

11. Effect on Prior Agreement(s): _____.

12. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

COLORADO INTERSTATE
GAS COMPANY, L.L.C.

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, ____.

_____ day of _____, ____.

EXHIBIT A

to

CHEYENNE STATION HUB SERVICE AGREEMENT
RATE SCHEDULE HUB-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

The following data elements shall be described on this Exhibit A, as applicable:

Point(s) of Receipt and Delivery eligible under Rate Schedule HUB-1
Commodity Rate (1)
Effective Dates (See ¶)
Reimbursement Rate (2)
Surcharges (3)

Notes: [Insert as applicable]

- (1) Unless otherwise agreed by the Parties in writing, the commodity rate(s) for service shall be Transporter's then-effective maximum rate for service under Rate Schedule HUB-1, or other superseding Rate Schedule, as such rates may be changed from time to time.

-and/or -

[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.16 of the General Terms and Conditions of Transporter's the minimum, nor greater than the maximum rate provided in Transporter's Tariff. Tariff, the Parties agree to the following discount rate(s) _____. The rate(s) charged under this Agreement shall not be less than

and/or -

[Insert for negotiated rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) _____

- (2) Upon the mutual agreement of Transporter and Shipper, Shipper shall have the option of in-kind Cheyenne Hub Fuel Reimbursement as stated herein. For Shipper electing this option the Cheyenne Hub Fuel Reimbursement shall be as stated on Transporter's Statement of Rates.
- (3) Surcharges, if applicable:
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions as set forth in the Tariff.

Request Order No: _____

PARK AND LOAN SERVICE REQUEST ORDER ("PAL RO")

related to

RATE SCHEDULE HUB-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

 (Shipper)

DATED: _____

1. PAL Agreement No: _____ Type of Service: Park _____ Loan _____
2. Maximum PAL Quantity: _____ (Dth)
3. PAL Point(s): _____

4. Schedule:

| Date(s) Service to be Provided (May Reflect a Range of Dates) | | Daily PAL Quantity (Dth) (May Reflect a Range of Quantities) | | | |
|--|----------------|---|----------------|--------------------------------|----------------|
| <u>From</u> | <u>Through</u> | <u>Park or Loan Payback</u> | | <u>Loan or Park Withdrawal</u> | |
| | | <u>Minimum</u> | <u>Maximum</u> | <u>Minimum</u> | <u>Maximum</u> |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |

5. Park and Loan Rates: Unless otherwise agreed by the Parties in this PAL RO, the Park and Loan Rates for service shall be Transporter's then effective maximum rates for service under Rate Schedule HUB-1 or other superseding Rate Schedule, as such rates may be changed from time to time. Should a discount rate or a negotiated rate apply pursuant to GT&C Section 4.16 or 4.17 respectively, such rate shall apply for only Parked or Loaned quantities withdrawn or paid back

on the specified dates set forth above. Rates may vary based on quantity, time period, etc., as set forth in the PAL RO.

Commodity Rate: _____

6. Negotiated Rate: Yes____ No____

7. Notices, Statements, and Bills:

To Shipper: _____

Attn: _____

Invoices:

All Notices: _____

Attn: _____

To Transporter: See "Points of Contact" in the Tariff

IN WITNESS WHEREOF, the Parties have executed this PAL RO. This PAL RO may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

COLORADO INTERSTATE GAS
COMPANY, L.L.C.

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, ____.

_____ day of _____, ____.

FORM OF CHEYENNE FIRM COMPRESSION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE CS-1

Agreement No. _____

CHEYENNE FIRM COMPRESSION SERVICE AGREEMENT

RATE SCHEDULE CS-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

Dated: _____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, heading and font may vary from Pro Forma to Service Agreement)

FORM OF CHEYENNE FIRM COMPRESSION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE CS-1

Agreement No. _____

Compression Service Agreement
Rate Schedule CS-1
DATED:

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. Shipper: _____
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. Changes in Rates and Terms: Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. Compression Service: Compression service at and between the Primary Point of Receipt and Primary Point of Delivery shall be on a firm basis.

Points of Receipt and Delivery: Shipper agrees to Tender Gas for compression service and Transporter agrees to accept Receipt Quantities at the Primary Point of Receipt identified in Exhibit A. Transporter agrees to provide compression service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.

6. Rates and Surcharges: As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
7. Negotiated Rate: Yes ___ No ___
8. Maximum Delivery Quantity (MDQ)
(Dth/Day) Effective Dates
_____ _____

9. Term of Cheyenne Firm Compression Service:_____
- [Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights of first refusal, (iv) interim capacity limitations and/or (v) related termination provisions, as applicable.]
10. Notices, Statements, and Bills:
- To Shipper: _____
- _____
- Attn: _____
- Invoices: _____
- All Notices: _____
- _____
- Attn: _____
- To Transporter: See "Points of Contact" in the Tariff
11. Effect on Prior Agreement(s):_____.
12. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

COLORADO INTERSTATE
GAS COMPANY, L.L.C.

Accepted and agreed to this
_____ day of _____, ____.

Accepted and agreed to this
_____ day of _____, ____.

EXHIBIT A

to

CHEYENNE FIRM COMPRESSION SERVICE AGREEMENT
RATE SCHEDULE CS-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

Shipper's Maximum Delivery Quantity ("MDQ") (See ¶__)

The following data elements shall be described on this Exhibit A, as applicable:

Effective Dates(See ¶__)

Primary Point of Receipt: Inlet to Cheyenne Plains Jumper
Compressor Station

Primary Point of Delivery: Cheyenne Plains Gas Pipeline
Company, L.L.C.

Primary Point(s) of Receipt Quantity (Dth per Day)(1)

Primary Point(s) of Delivery Quantity (Dth per Day)(1)

Minimum Receipt Pressure (p.s.i.g.) (2)

Minimum Delivery Pressure (p.s.i.g.) (2)

Maximum Receipt Pressure (p.s.i.g.) (2)

Maximum Delivery Pressure (p.s.i.g.) (2)

Notes: [Insert as applicable]

- (1) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at the Point of Receipt on a pro rata basis based on the quantities received on any Day divided by the total quantity Delivered at the Point of Delivery under this Compression Service Agreement.
- (2) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

EXHIBIT B

to

CHEYENNE FIRM COMPRESSION SERVICE AGREEMENT
RATE SCHEDULE CS-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
and

(Shipper)

DATED: _____

The following date elements shall be described on this Exhibit A, as applicable:

Primary Point of Receipt: Inlet to Cheyenne Plains Jumper
Compressor Station
Primary Point of Delivery: Cheyenne Plains Gas Pipeline Company, L.L.C.
Reservation Rate (1)
Commodity Rate (1)
Effective Dates (See ¶)
Fuel Reimbursement (2)

NOTES: [Insert as applicable]

- (1) Unless otherwise agreed by the Parties in writing, the rates for service hereunder shall be Transporter's maximum rates for service under Rate Schedule CS-1 or other superseding Rate Schedules as such rates may be changed from time to time. Reservation rate(s) shall be payable regardless of quantities compressed.

-and/or -

[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.)]
As provided in Section 4.16 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following discount rate(s) _____ (insert if applicable) which shall be payable regardless of quantities compressed. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

-and/or -

[Insert for negotiated rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) _____ (insert if applicable) which shall be payable regardless of quantities compressed.

- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

FORM OF HIGH PLAINS INTERRUPTIBLE PARKING AND LENDING SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE PAL-HP

Agreement No. _____

HIGH PLAINS INTERRUPTIBLE PARKING AND LENDING SERVICE AGREEMENT

RATE SCHEDULE PAL-HP

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

(Shipper)

DATED: _____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement)

Agreement No. _____

HIGH PLAINS INTERRUPTIBLE PARKING AND LENDING SERVICE AGREEMENT

Rate Schedule PAL-HP

Dated: _____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. Shipper: _____
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement and the associated Park and Loan Service Request Order(s) ("PAL RO") in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. Changes in Rates and Terms. Transporter shall have the right to propose to the FERC such changes in its rates and terms of service as it deems necessary, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. Parking and Lending Service: Upon Shipper's valid Nomination under Rate Schedule PAL-HP, Transporter may:
 - (a) hold (Park) the quantity Nominated from the designated Park and Loan Point(s) on the High Plains System to be Parked for Shipper's account on the designated date(s) specified in Shipper's PAL RO upon approval from Transporter and withdraw such quantity at the original Park and Loan Point(s) on the High Plains System on the designated date(s) set forth in the PAL RO;
 - (b) advance (Loan) quantities of Gas Nominated by Shipper at a Park and Loan Point(s) on the High Plains System on the designated date(s) as specified in Shipper's PAL RO and approved by Transporter. Shipper shall pay back such advanced quantities on the designated date(s) at the original Park and Loan Point(s) on the High Plains System where the Loan occurred as set forth in the PAL RO.

6. Rates and Surcharges: As set forth in the PAL RO. Subject to the provisions of Section 3.1 of Rate Schedule PAL-HP regarding valid Nominations Transporter is unable to Confirm, quantities withdrawn or paid back on dates other than shown in the PAL RO shall be assessed the maximum recourse Initial Rate, Park/Loan Balance Rate and Completion Rate as shown on the Statement of Rates, unless Shipper and Transporter have agreed otherwise, and provided however that quantities withdrawn or paid back on other dates pursuant to the provisions of Section 2.6 of Rate Schedule PAL-HP shall be assessed the discounted rates described above.
7. Term of High Plains Interruptible Parking and Lending Service: _____
[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover, (iii) contractual rights of first refusal and/or (iv) related termination provisions, as applicable.]
8. Shipper and Transporter Addresses:
To Shipper: _____

Attn: _____

To Transporter: See "Points of Contact" in the Tariff.
9. Effect on Prior Agreement(s): _____.
10. Governing Law: Transporter and Shipper expressly agree that the laws of Colorado shall govern the validity, construction, interpretation, and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulation, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

COLORADO INTERSTATE GAS
COMPANY, L.L.C.

Accepted and agreed to this

_____ day of _____, ____.

Accepted and agreed to this

_____ day of _____, ____.

Request Order No. _____

PARK AND LOAN SERVICE REQUEST ORDER ("PAL RO")

related to

RATE SCHEDULE PAL-HP

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

 (Shipper)

DATED: _____

1. PAL Agreement No: _____ Type of Service: Park _____ Loan _____
2. Maximum PAL Quantity: _____ (Dth)
3. PAL Point(s): _____

4. Schedule:

| Date(s) Service to be Provided (May Reflect a Range of Dates) | | Daily PAL Quantity (Dth) (May Reflect a Range of Quantities) | | | |
|--|----------------|---|----------------|--------------------------------|----------------|
| <u>From</u> | <u>Through</u> | <u>Park or Loan Payback</u> | | <u>Loan or Park Withdrawal</u> | |
| | | <u>Minimum</u> | <u>Maximum</u> | <u>Minimum</u> | <u>Maximum</u> |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |

5. Park and Loan Rates: Unless otherwise agreed by the Parties in this PAL RO, the Park and Loan Rates for service shall be Transporter's then effective maximum rates for service under Rate Schedule PAL-HP or other superseding Rate Schedule, as such rates may be changed from time to time. Should a discount rate or a negotiated rate apply pursuant to GT&C Section 4.16 or 4.17

respectively, such rate shall apply for only Parked or Loaned quantities withdrawn or paid back on the specified dates set forth above. Rates may vary based on quantity, time period, etc., as set forth in the PAL RO.

| | | |
|-------------------------------|--------------|------------|
| Initial Rate: _____ | Begin: _____ | End: _____ |
| Park/Loan Balance Rate: _____ | Begin: _____ | End: _____ |
| Completion Rate: : _____ | Begin: _____ | End: _____ |

6. Negotiated Rate: Yes____ No____

7. Notices, Statements, and Bills:
To Shipper: _____

Attn: _____

Invoices:

All Notices: _____

Attn: _____

To Transporter: See "Points of Contact" in the Tariff

IN WITNESS WHEREOF, the Parties have executed this PAL RO. This PAL RO may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

COLORADO INTERSTATE GAS
COMPANY, L.L.C. .

Accepted and agreed to this

_____ day of _____, _____.

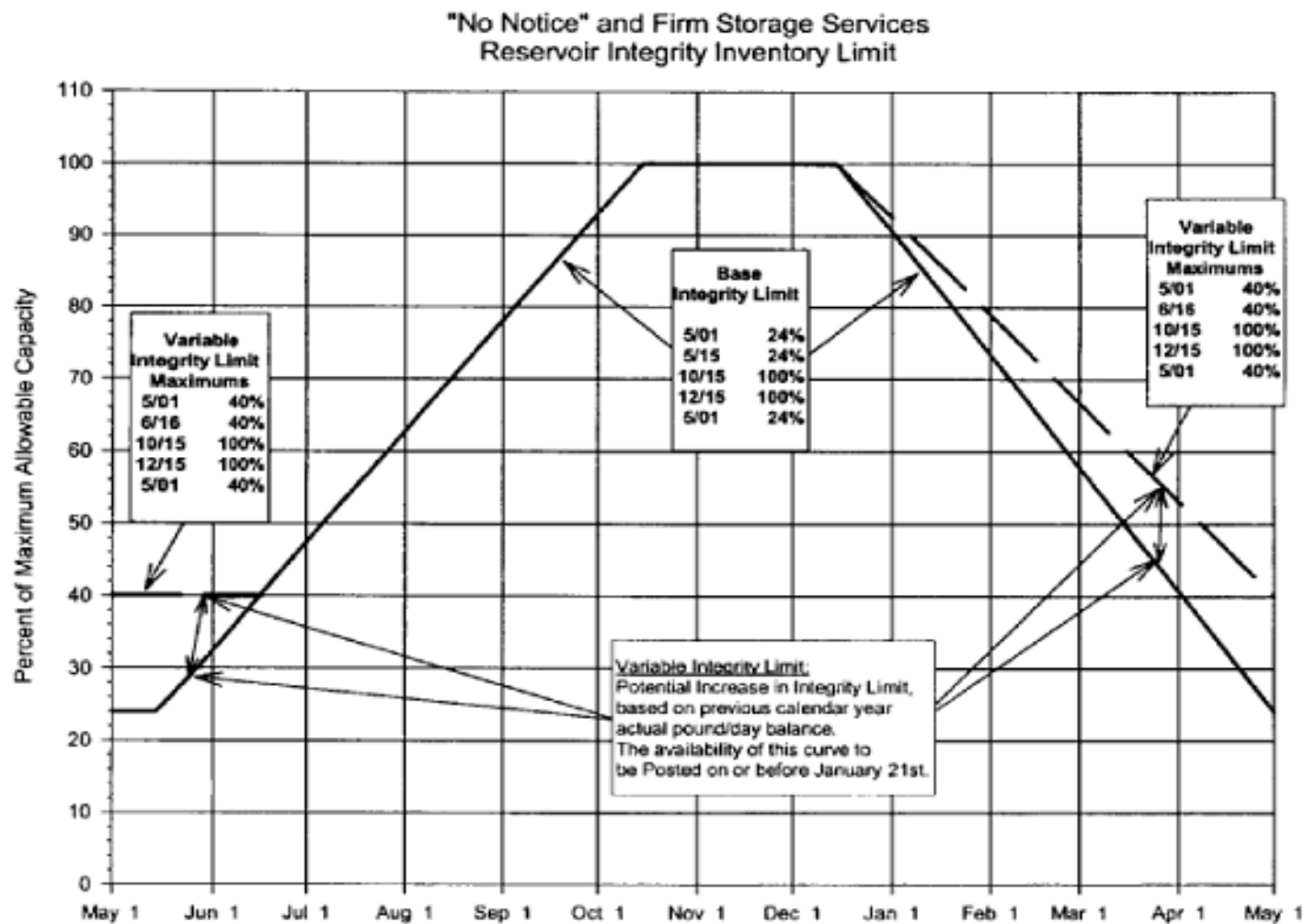
Accepted and agreed to this

_____ day of _____, _____.

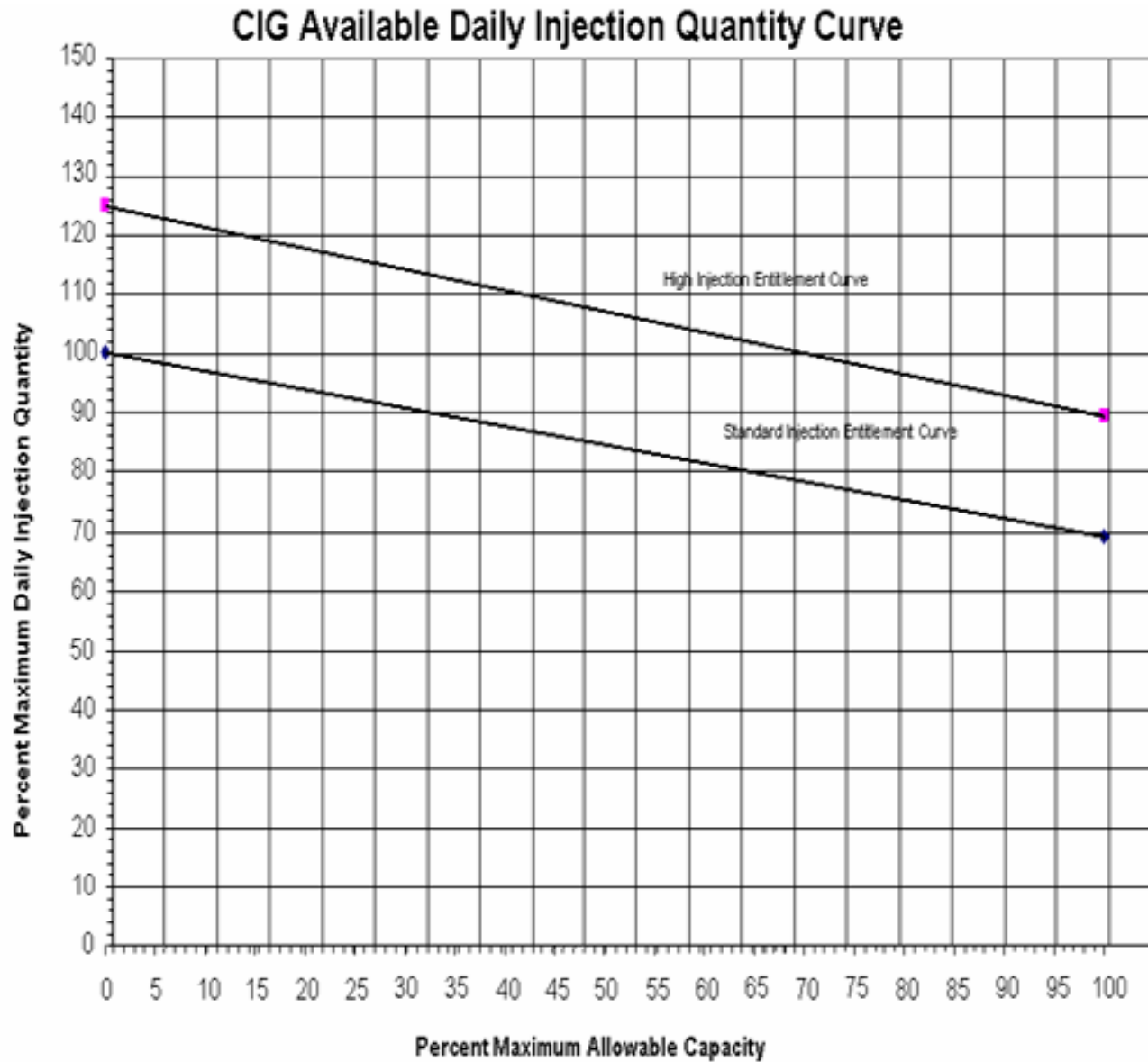
ILLUSTRATIONS

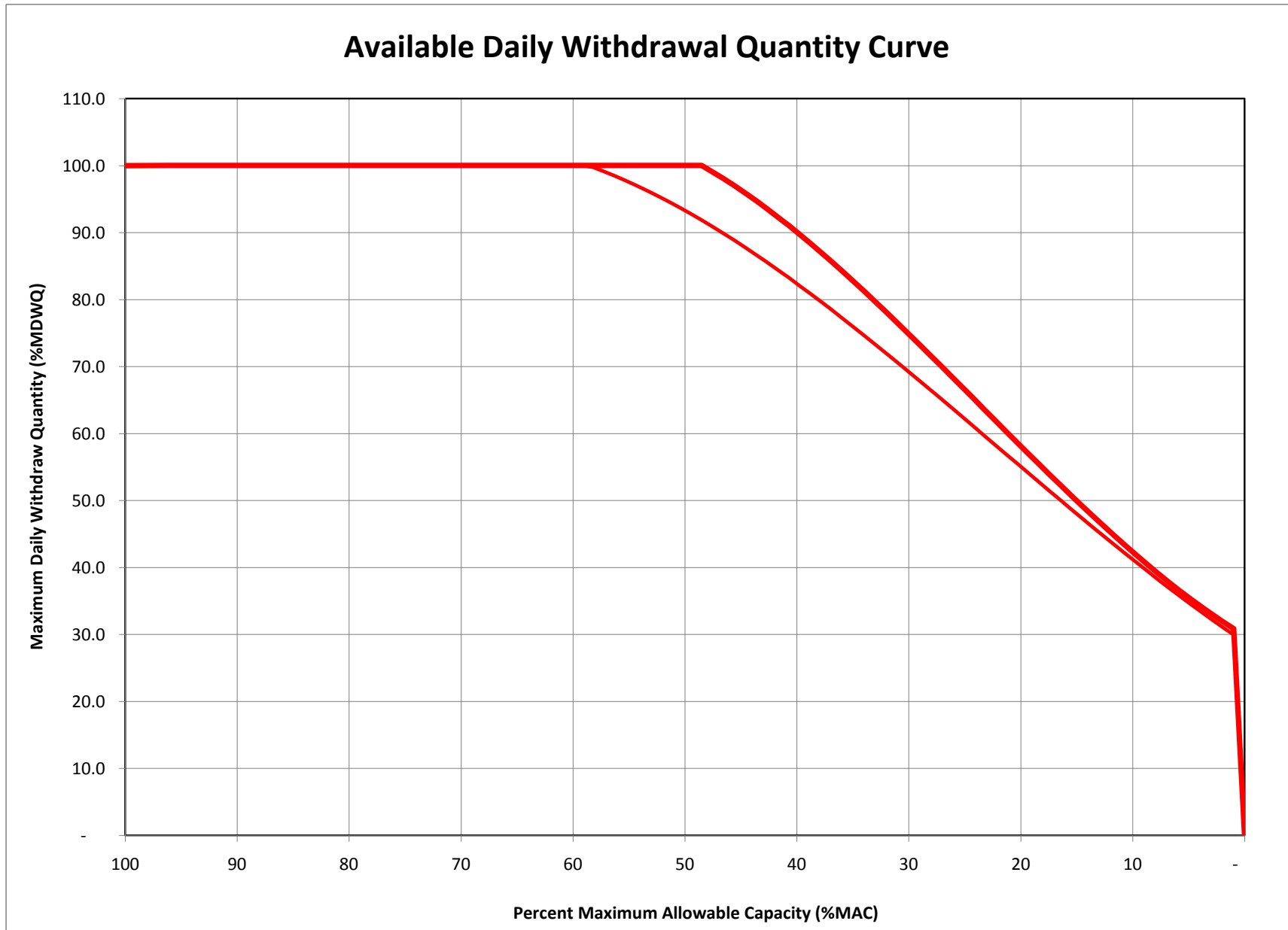
| | |
|-----------|--|
| Section 1 | NNT and Firm Reservoir Integrity Limit |
| Section 2 | CIG Available Daily Injection |
| Section 3 | CIG Available Daily Withdrawal |
| Section 4 | Young Available Daily Injection |
| Section 5 | Young Available Daily Withdrawal |
| Section 6 | Young Reservoir Integrity Limit |
| Section 7 | Totem Daily Injection Quantity |
| Section 8 | Totem Daily Withdrawal Quantity |
| Section 9 | Totem Reservoir Integrity Limit |

NNT AND FIRM RESERVOIR INTEGRITY LIMIT



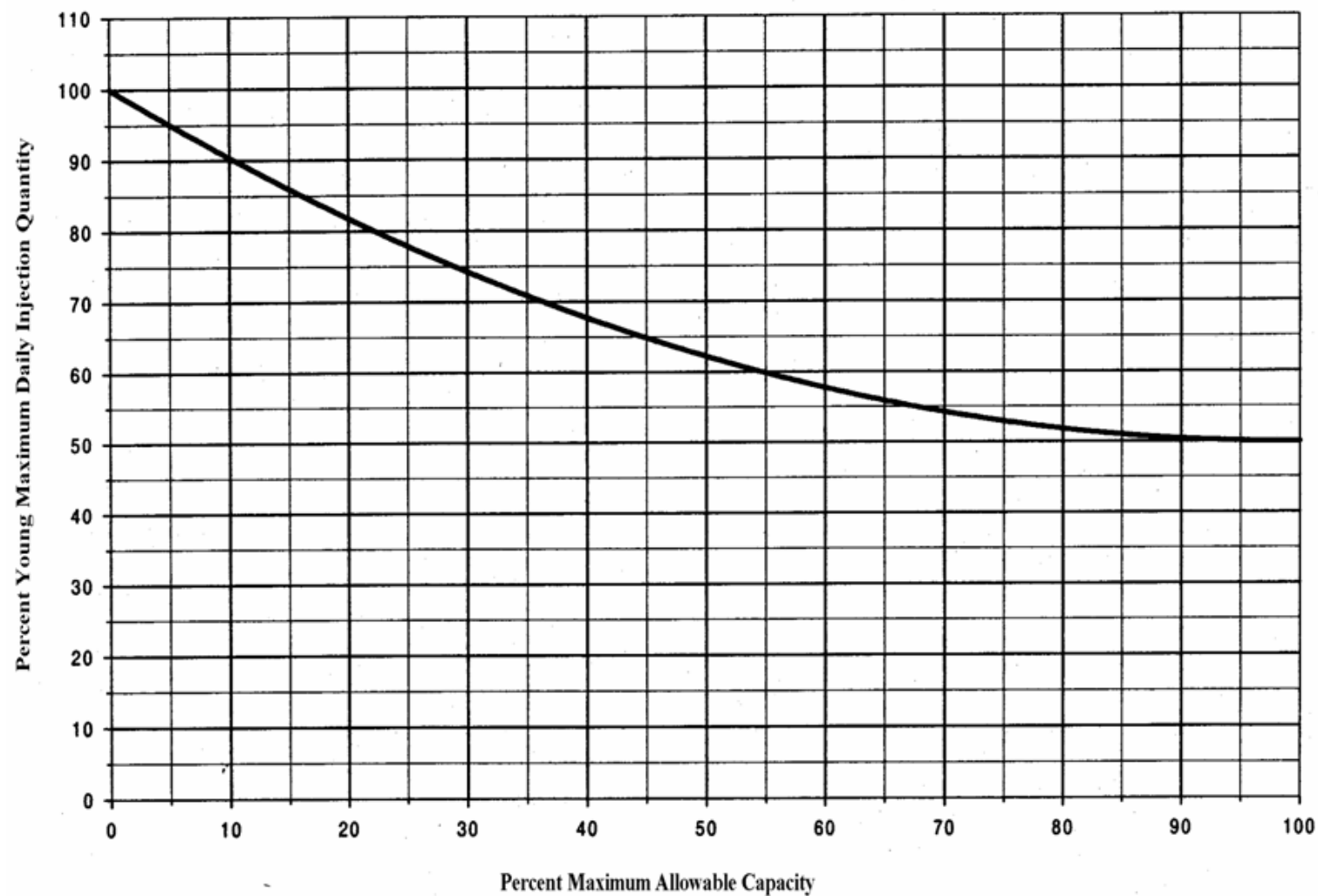
CIG AVAILABLE DAILY INJECTION



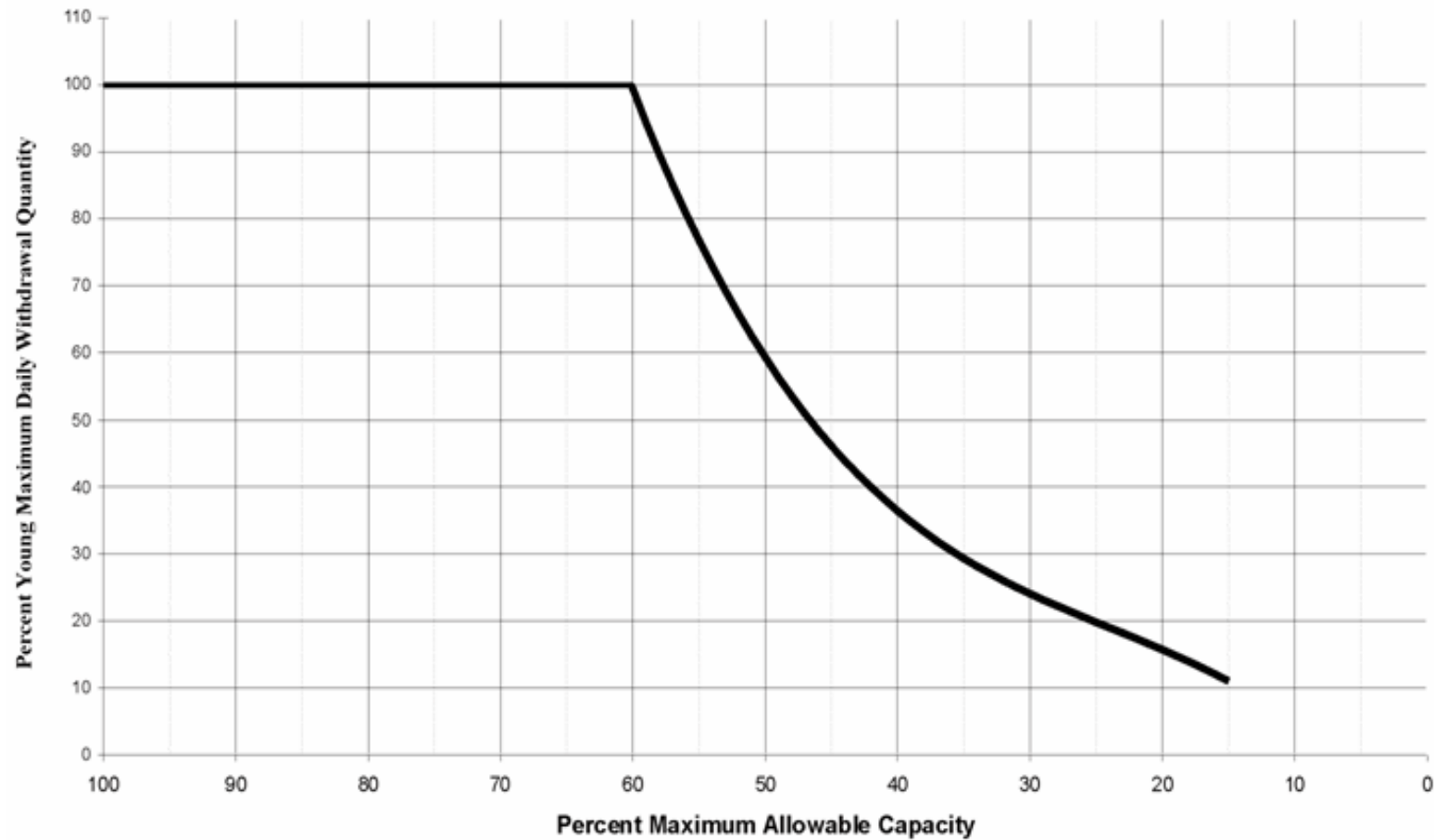


YOUNG AVAILABLE DAILY INJECTION

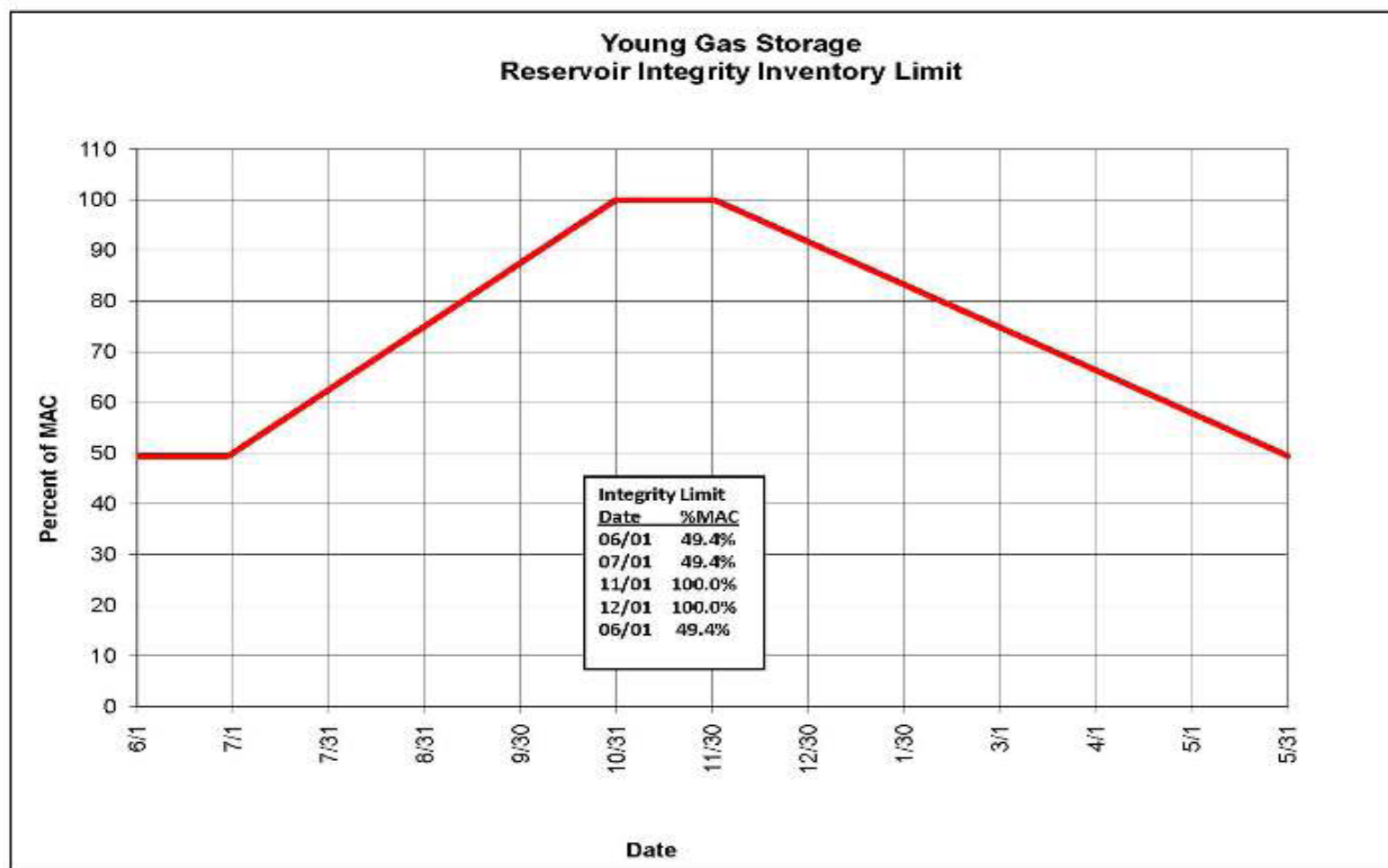
Young Available Daily Injection Quantity Curve



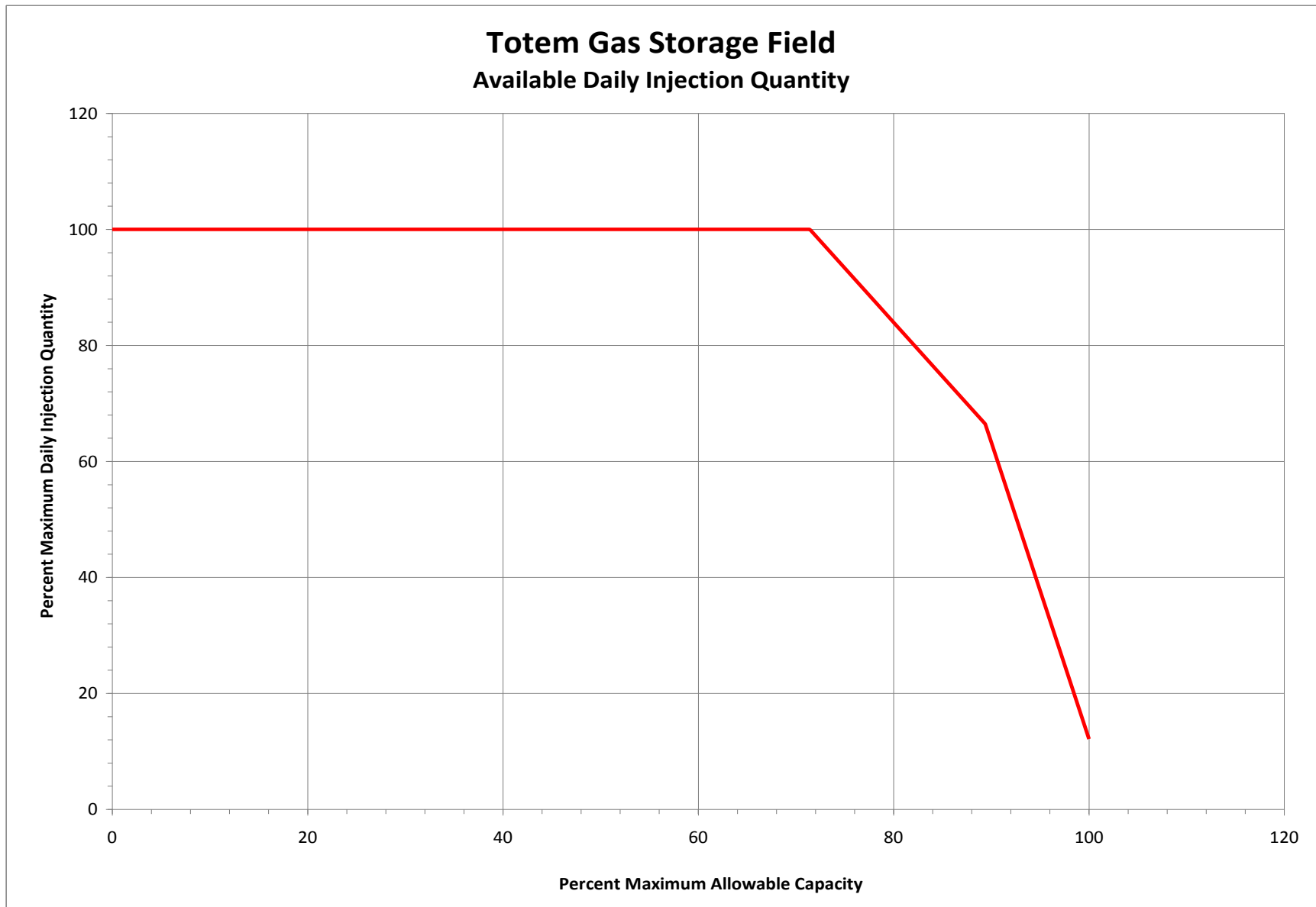
YOUNG AVAILABLE DAILY WITHDRAWAL
Young Available Daily Withdrawal Quantity Curve

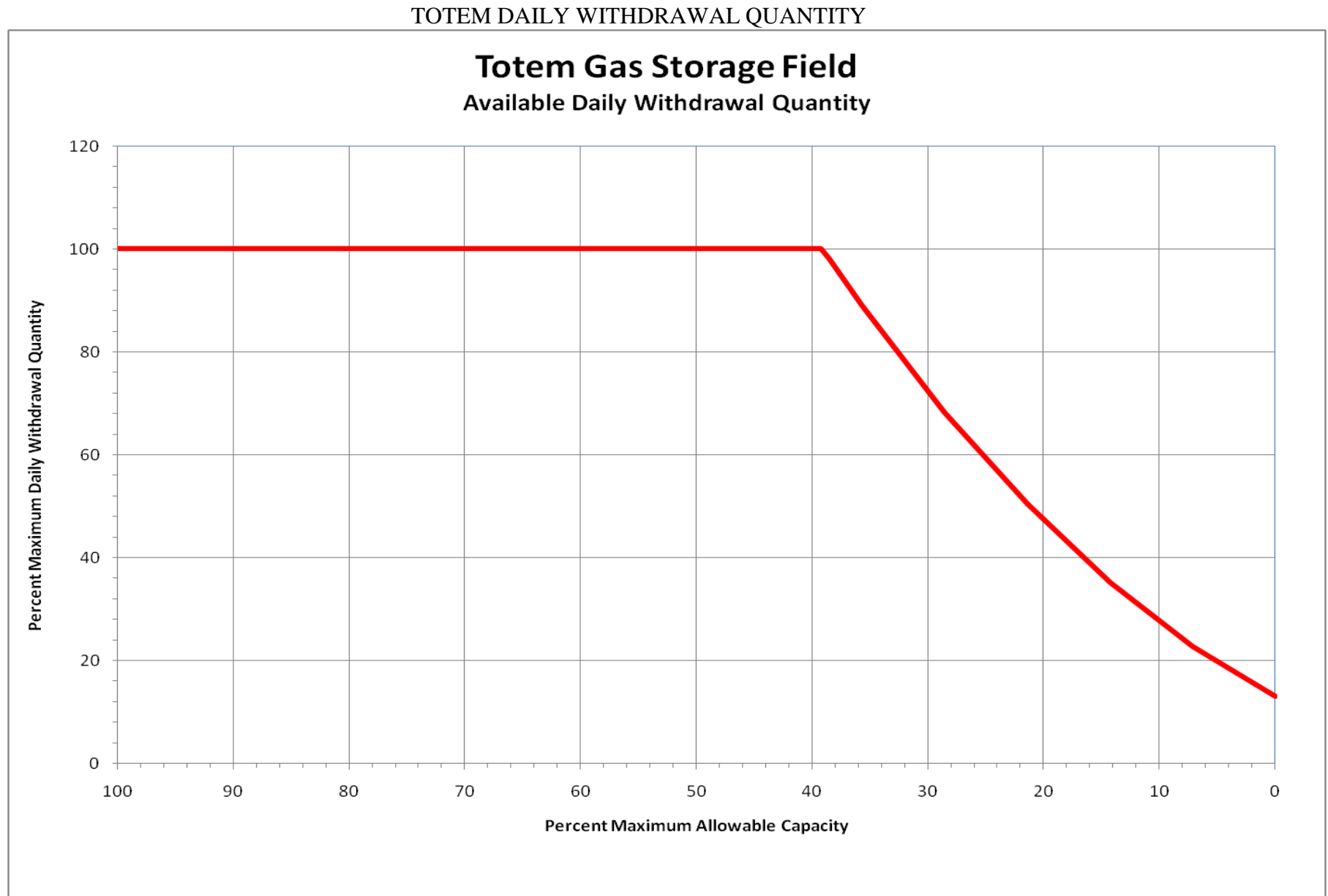


YOUNG RESERVOIR INTEGRITY LIMIT



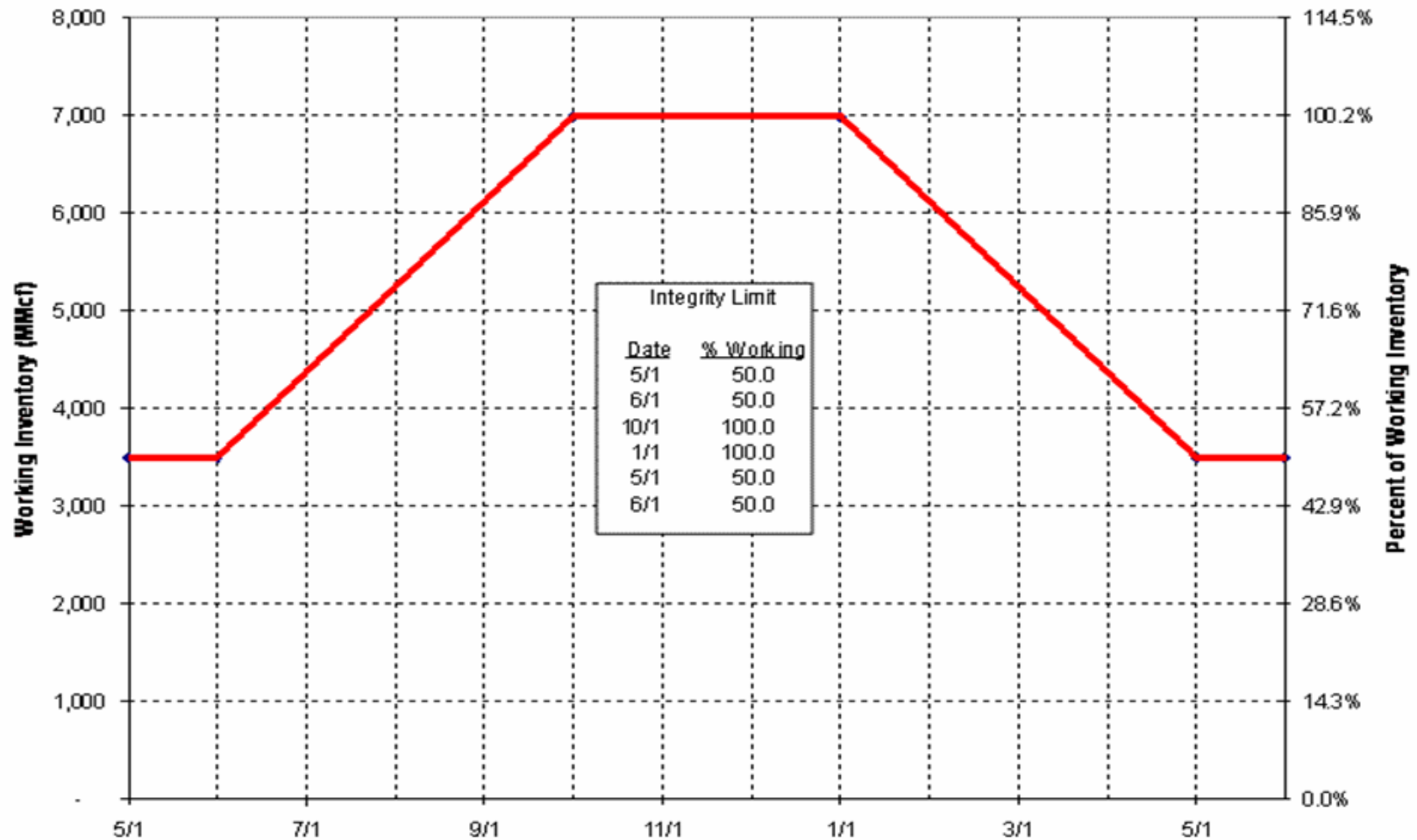
TOTEM DAILY INJECTION QUANTITY





TOTEM RESERVOIR INTEGRITY LIMIT

**Totem Gas Storage Field Reservoir Integrity Limit Curve
 (Based on Indicated Performance)**



10. NOMINATION SCHEDULING TIMELINE

All times are Central Clock Time (CCT)

| Time (CCT) | Day Ahead of Flow Effective Flow Time Start of Next Gas Day | Day of Flow |
|------------|---|---|
| Midnight | | |
| 1:00 AM | | |
| 2:00 AM | | |
| 3:00 AM | | |
| 4:00 AM | | |
| 5:00 AM | | |
| 6:00 AM | | |
| 7:00 AM | | |
| 8:00 AM | | |
| 9:00 AM | | Timely and Evening Effective Flow Time |
| 10:00 AM | | |
| 10:15 AM | | ID 1 Nominations leave control of SR |
| 10:30 AM | | ID 1 Nominations received by Transporter ID 1 Nomination Quick Response issued by Transporter to SR |
| 11:00 AM | | |
| Noon | | |
| 12:30 PM | | ID 1 Completed Confirmations due to Transporter from Confirming Party |
| 1:00 PM | | ID 1 Scheduled Quantity issued for SR and point operator by Transporter |
| 1:15 PM | Timely Nominations leave control of Service Requester (SR) | |
| 1:30 PM | Timely Nominations received by Transporter Timely Nomination Quick Response issued by Transporter to SR | |
| 2:00 PM | | ID 1 Effective Flow Time |
| 2:30 PM | | |
| 2:45 PM | | ID 2 Nominations Leave Control of SR |
| 3:00 PM | | ID 2 Nominations received by Transporter ID 2 Nomination Quick Response issued by Transporter to SR |
| 4:00 PM | | |
| 4:30 PM | Timely Completed Confirmations due to Transporter from Confirming Party | |
| 5:00 PM | Timely Scheduled Quantity received by SR and point operator from Transporter | ID 2 Completed Confirmations due to Transporter from Confirming Party |
| 5:30 PM | | ID 2 Scheduled Quantity issued for SR and point operator by Transporter |
| 6:00 PM | | ID 2 Effective Flow Time |
| 6:15 PM | Evening Nominations leave control of SR | |
| 6:30 PM | Evening Nominations received by Transporter Evening Nomination Quick Response issued by Transporter to SR | |
| 7:00 PM | | |
| 7:15 PM | | ID 3 Nominations leave control of SR |
| 7:30 PM | | ID 3 Nominations received by Transporter ID 3 Nomination Quick Response issued by Transporter to SR |
| 8:00 PM | | |
| 8:30 PM | Evening completed Confirmations due to Transporter from Confirming Party | |
| 9:00 PM | Evening Scheduled Quantity issued for SR and point operator by Transporter | |
| 9:30 PM | | ID 3 Completed Confirmations due to Transporter from Confirming Party |
| 10:00 PM | | ID 3 Scheduled Quantity issued for SR and point operator by Transporter ID 3 Effective Flow Time |
| 11:00 PM | | |
| 11:59 PM | | |

NON-CONFORMING AGREEMENTS

| | |
|------------|--|
| Section 1 | Concord Energy LLC #214093-TF1CIG |
| Section 2 | Black Hills Service Company LLC #217671-TF1CIG |
| Section 3 | Public Service Company of Colorado #33319000-TF1CIG |
| Section 4 | Black Hills Service Company LLC #215680-TF1CIG |
| Section 5 | Black Hills Service Company LLC #215683-TF1CIG |
| Section 6 | Reserved |
| Section 7 | Public Service Company of Colorado #31050000-NNT1CIG |
| Section 8 | Noble Energy, Inc. #33179000-TF1CIG |
| Section 9 | Reserved |
| Section 10 | Anadarko Energy Services Company #33666000-TFHPCIG |
| Section 11 | DCP Midstream Marketing, LLC #33761000 |
| Section 12 | Anadarko Energy Services Company #213006-TF1CIG |
| Section 13 | Anadarko Energy Services Company #213526-TFHPCIG |
| Section 14 | DCP Midstream Marketing, LLC #213517-TF1CIG |
| Section 15 | Rocky Mountain Midstream LLC #216430-TF1CIG |
| Section 16 | Black Hills Service Company LLC #214677-TF1CIG |
| Section 17 | Rocky Mountain Midstream LLC #214627-TFHPCIG |
| Section 18 | Rocky Mountain Midstream LLC #216137-TF1CIG |
| Section 19 | Reserved |
| Section 20 | Public Service Company of Colorado #33342000-TF1CIG |
| Section 21 | Reserved |
| Section 22 | Colorado Springs Utilities #216641-TIHPCIG |

Agreement No. 214093-TF1CIG

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

CONCORD ENERGY LLC
(Shipper)

DATED: February 27, 2018

Agreement No. 214093-TF1CIG

Transportation Service Agreement

Rate Schedule TF-1

Dated: February 27, 2018

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. **Shipper:** CONCORD ENERGY LLC
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
8. **Negotiated Rate:** Yes _____ No X
9. **Maximum Delivery Quantity (MDQ):**

| MDQ (Dth/day) | Effective |
|------------------|------------------------------|
| 15,000 | March 1, 2018 - May 31, 2022 |

10. **Term of Firm Transportation Service:** Beginning: March 1, 2018
Ending: May 31, 2022

Right of First Refusal: Shipper shall have a contractual right of first refusal at the end of the initial term of this Agreement, and any extension thereof, to be applicable to Shipper's MDQ in effect at that time, from Transporter's Purgatoire (PGT) Point of Receipt to Transporter's Bowie (BOW) Point of Delivery, exercisable in accordance with the notice provisions included in the Tariff then in effect at Shipper's initial rate set forth in this Agreement.

11. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

CONCORD ENERGY LLC
1401 17th #1500
Denver, CO 80202
Attn: Accounts Payable

All Notices:

CONCORD ENERGY LLC
1401 17th #1500
Denver, CO 80202
Attn: Contract Administration

To Transporter:

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** None, however, this capacity was obtained through a permanent release of capacity by XTO Energy Inc. (formerly Cross Timbers Energy Services, Inc.), Transporter Agreement No. 33618000-TF1CIG, per FERC order Docket No. RP17-1015-000.
13. **Municipality Limited Liability:** N/A.
14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
15. **One-Time Renewal:** Shipper shall be provided a one-time contractual right to extend the term of this Agreement for a period of five years at the initial rate for all of Shipper's MDQ with notice of such renewal to be given on or before May 31, 2021.
16. **Most Favored Nation Rights:** Pursuant to this "Most Favored Nations" provision, Shipper's total rate (including reservation charges, commodity charges and surcharges) for transportation from Transporter's Purgatoire (PGT) Point of Receipt to Transporter's Bowie (BOW) Point of Delivery shall not be greater than the lowest negotiated or discounted rate for firm service utilizing the North Raton Lateral to which Transporter contractually commits with any other shipper from Transporter's Purgatoire (PGT) Point of Receipt to Transporter's Bowie (BOW) Point of Delivery for a term equal to or shorter than the remaining initial term of Shipper's service agreement, excluding rates applicable to (i) short-term transactions (fewer than 12 consecutive months); and (ii) seasonal transactions. For purposes of this provision the term "rates" shall include the Reservation Charge, the Commodity Charge and all reservation and commodity surcharges. Rates for services using capacity release, discounts granted to secondary points or rates resulting from the exercise of a ROFR will not trigger any rights or obligations under this Section 16. If the provisions of this Section 16 are triggered, the then-existing rate under this Agreement shall be reduced to the same level as such other negotiated or discounted rates, for the applicable term of the triggering rate in the service agreement with the other shipper. Shipper's Most Favored Nations rate protections shall continue from December 1, 2010 and expire on May 31, 2022 (regardless whether Shipper exercises any term extension rates it may have).
17. **Creditworthiness:** Shipper shall maintain an irrevocable letter of credit acceptable to Transporter; in an amount equal to the remaining anticipated charges under this Agreement.

Agreement No. 214093-TF1CIG

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

**COLORADO INTERSTATE GAS COMPANY,
L.L.C.**

Accepted and agreed to this

_____ day of _____, 2018.

SHIPPER:

CONCORD ENERGY LLC

Accepted and agreed to this

_____ day of _____, 2018.

Agreement No. 214093-TF1CIG

EXHIBIT A
 to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
 between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
CONCORD ENERGY LLC
 (Shipper)

DATED: February 27, 2018

Shipper's Maximum Delivery Quantity (MDQ): (See ¶9)
 Effective Dates: (See ¶9)

| <i>Primary Point(s) of Receipt (1)</i> | <i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i> | <i>Minimum Receipt Pressure (p.s.i.g.) (4)</i> | <i>Maximum Receipt Pressure (p.s.i.g.) (4)</i> |
|--|---|---|--|
| 800556 XTO ENER/CIG (PGT) PURGATOIRE | 15,000 | Sufficient Pressure to Enter Transporter's Facilities | 1308 |

| <i>Primary Point(s) of Delivery (1)</i> | <i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i> | <i>Minimum Delivery Pressure (p.s.i.g.) (4)</i> | <i>Maximum Delivery Pressure (p.s.i.g.) (4)</i> |
|---|--|---|---|
| 800104 WIC/CIG (BOW) BOWIE WELD | 15,000 | 920 | 1440 |

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

Agreement No. 214093-TF1CIG

EXHIBIT B
 to
 FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-1
 between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
CONCORD ENERGY LLC
 (Shipper)

DATED: February 27, 2018

| <i>Primary Point(s) of Receipt</i> | <i>Primary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (1)</i> | <i>Commodity Rate</i> | <i>Authorized Overrun Rates</i> | <i>Fuel Reimbursement</i> | <i>Surcharges</i> |
|--|---|----------------------------|---------------------------------|---------------------------|-------------------------------------|-------------------------------|-------------------|
| Purgatoire (PGT) | Bowie (BOW) | (See ¶9) | (1a) (5) | (2) (5) | (2) | (3) | (4) |

| <i>Primary and Secondary Point(s) of Receipt</i> | <i>Primary and Secondary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (1)</i> | <i>Commodity Rate</i> | <i>Fuel Reimbursement</i> | <i>Surcharges</i> |
|---|---|----------------------------|---------------------------------|---------------------------|-------------------------------|-------------------|
| All Picketwire Lateral Points of Receipt & all Points of Receipt on Transporter's Lines 5c and 212 | Arrowhead (AHD) | (See ¶9) | (1a) (5) | (2) (5) | (3) | (4) |
| | Bowie (BOW) | | | | | |
| | Dover (DOV) | | | | | |
| | Lodgepole (LPM) | | | | | |
| | Ponderosa (PON) | | | | | |
| | Red Cloud (RCD) | | | | | |
| | Tomahawk (TOM) | | | | | |
| All | All | (See ¶9) | (1) (5) | (2) (5) | (3) | (4) |

EXHIBIT B
(Cont.)

NOTES:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service on Transporter's mainline plus the TF-1 North Raton Lateral Zones 1 and 2, as such rates may be changed from time to time. Service using Transporter's High Plains Lateral facilities shall be subject to the maximum High Plains incremental Reservation and Commodity Rates.
- (1a) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rate for the TF-1 North Raton Lateral Zones 1 and 2, as such rates may be changed from time to time, plus a discounted rate of \$2.22 per Dth for service on Transporter's mainline, subject to the maximum and minimum rates for service as described under Transporter's Rate Schedule TF-1 Reservation Rate.
- (2) Unless otherwise agreed by the Parties in writing, the commodity rate for service shall be Transporter's maximum rates for service on each portion of the Transporter's pipeline system used for the delivery of Shipper's gas.
- (3) Fuel Reimbursement shall be as stated on Transporter's Schedule of Surcharges and Fees in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties. Quantities scheduled by Transporter from/to Primary and/or Secondary or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's EBB and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.
- (4) **Surcharges, If Applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Schedule of Surcharges and Fees in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:
The Gas Quality Control Reservation Rate and commodity rate shall be assessed pursuant to Section 17.4 of the General Terms and Conditions of the Tariff.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.
- (5) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's EBB and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

BLACK HILLS SERVICE COMPANY, LLC
(Shipper)

DATED: October 26, 2020

Transportation Service Agreement

Rate Schedule TF-1

Dated: October 26, 2020

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. **Shipper:** BLACK HILLS SERVICE COMPANY, LLC
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.

The Parties recognize that Transporter must construct additional facilities in order to provide Transportation Service for Shipper under this Agreement. Parties agree that on the in-service of the additional facilities (the "In-Service Date") the following provisions will no longer apply. Transporter's obligations under this Agreement are subject to the following conditions:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations required for the construction and operation of the additional facilities, in a form and substance satisfactory to Transporter, in its sole discretion.
 - (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.
 - (iii) Construction of a new Elkhart delivery meter station ("Elkhart") to connect with the facilities of Black Hills Gas Distribution, LLC within Morton County, KS (the "Project Facilities").
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
8. **Negotiated Rate:** Yes X No

9. **Maximum Delivery Quantity (MDQ):**

| MDQ (Dth/day) | Effective |
|--------------------------|------------------|
| 1,200 | See ¶10 |

10. **Term of Firm Transportation Service:**

Beginning: The later of the In-Service Date of the Project Facilities; or (ii) June 1, 2021 ("Commencement Date")

Ending: Ten (10) years from the Commencement Date

A contractual right of first refusal shall apply to this agreement, pursuant to Section 4.9 of the General Terms and Conditions of the Tariff.

11. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

BLACK HILLS SERVICE COMPANY, LLC
P.O. Box 1400
Rapid City, SD 57709-1400
Attn: Gas Accounting

All Notices:

BLACK HILLS SERVICE COMPANY, LLC
2287 College Road
Council Bluffs, IA 51503
Attn: Contract Administrator

To Transporter:

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** N/A.

13. **Municipality Limited Liability:** N/A.

14. **Creditworthiness:** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

- (a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph 15(a).

Agreement No. 217671-TF1CIG

If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 15(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 15(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 15(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 15(a).

- (b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 15(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 15(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of two (2) Years, or the period of time remaining in the term, of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.
 - (c) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.
 - (d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.
15. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

**COLORADO INTERSTATE GAS COMPANY,
L.L.C.**

Accepted and agreed to this

_____ day of _____, 2020.

SHIPPER:

BLACK HILLS SERVICE COMPANY, LLC

Accepted and agreed to this

_____ day of _____, 2020

Agreement No. 217671-TF1CIG

EXHIBIT A
 to
 FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-1
 between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
BLACK HILLS SERVICE COMPANY, LLC
 (Shipper)

DATED: October 26, 2020

Shipper's Maximum Delivery Quantity (MDQ): (See ¶9)
 Effective Dates: (See ¶9)

| <i>Primary Point(s) of Receipt (1)</i> | <i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i> | <i>Minimum Receipt Pressure (p.s.i.g.) (4)</i> | <i>Maximum Receipt Pressure (p.s.i.g.) (4)</i> |
|--|---|---|--|
| 800212 WIC/CIG (DOV) DOVER METER STATION W | 1,200 | Sufficient Pressure to Enter Transporter's Facilities | 1000 |

| <i>Primary Point(s) of Delivery (1)</i> | <i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i> | <i>Minimum Delivery Pressure (p.s.i.g.) (4)</i> | <i>Maximum Delivery Pressure (p.s.i.g.) (4)</i> |
|---|--|---|---|
| 55010 ELKHART DELIVERY METER | 1,200 | Transporter's Line Pressure at this Location | 761 |

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

Agreement No. 217671-TF1CIG

EXHIBIT B
 to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
 between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
BLACK HILLS SERVICE COMPANY, LLC
 (Shipper)

DATED: October 26, 2020

| <i>Primary Point(s) of Receipt</i> | <i>Primary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (4)(1)</i> | <i>Commodity Rate (4)</i> | <i>Authorized Overrun Rates</i> | <i>Fuel Reimbursement (4)</i> | <i>Surcharges</i> |
|--|---|----------------------------|------------------------------------|-------------------------------|---|-----------------------------------|-------------------|
| As listed on Exhibit A | As listed on Exhibit A | (See ¶9) | (1a) | (1) | (1) | (2) | (3) |

| <i>Primary and Secondary Point(s) of Receipt</i> | <i>Primary and Secondary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (1) (4)</i> | <i>Commodity Rate (4)</i> | <i>Authorized Overrun Rates</i> | <i>Fuel Reimbursement (4)</i> | <i>Surcharges</i> |
|---|---|----------------------------|-------------------------------------|-------------------------------|---|-----------------------------------|-------------------|
| 800212 DOVER | 55010 ELKHART 892251 FINNEY STATION | (See ¶9) | (1a) | (1) | (1) | (2) | (3) |
| Any Receipt and Delivery Point combinations that do not pair a Primary or Secondary Receipt Point listed immediately above with a Primary or Secondary Delivery Point listed immediately above in this Exhibit B. | | (See ¶9) | (1) | (1) | (1) | (2) | (3) |

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (1a) As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) of \$9.0095 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule TF-1 reservation rate and which shall be payable regardless of quantities transported).
- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

EXHIBIT B (Continued)

(3) **Surcharges, if applicable:**

All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.

- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

**PUBLIC SERVICE COMPANY OF COLORADO,
A COLORADO CORPORATION
(Shipper)**

DATED: January 19, 2023

Transportation Service Agreement

Rate Schedule TF-1

Dated: January 19, 2023

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. **Shipper:** PUBLIC SERVICE COMPANY OF COLORADO, A COLORADO CORPORATION
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
8. **Negotiated Rate:** Yes X No
9. **Maximum Delivery Quantity (MDQ):**

| MDQ (Dth/day) | Effective |
|---|--------------------------------------|
| 126,600 ("Base Rate Quantity") | May 1, 2023 through April 30, 2028 |
| 10,000 ("Negotiated Reservation Rate Quantity") | May 1, 2023 through January 12, 2038 |

Agreement No. 33319000-TF1CIG

10. **Term of Firm Transportation Service:** Beginning: October 1, 2001
Ending: January 12, 2038

A contractual right of first refusal shall apply only to the 10,000 Dekatherms ("Dth") per Day of MDQ identified in paragraph 9 of this Agreement, pursuant to Section 4.9 of the General Terms and Conditions of the Tariff.

11. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

PUBLIC SERVICE COMPANY OF COLORADO
1800 LARIMER STREET
12TH FLOOR
DENVER, CO 80202
Attn: Manager, Commercial Accounting

All Notices:

PUBLIC SERVICE COMPANY OF COLORADO
1800 LARIMER STREET
10TH FLOOR
DENVER, CO 80202
Attn: Richard Derryberry

To Transporter:

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on May 1, 2023: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 33319000-TF1CIG, last amended on April 7, 2022.
13. **Municipality Limited Liability:** N/A.
14. **Creditworthiness.** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph 14(a).

If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 14(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 14(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 14(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 14(a).

Agreement No. 33319000-TF1CIG

(b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 14(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 14(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of one (1) Year, or the period of time remaining in the term, of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(c) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

(d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

15. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

**COLORADO INTERSTATE GAS COMPANY,
L.L.C.**

Accepted and agreed to this

_____ day of _____, 2023.

SHIPPER:

**PUBLIC SERVICE COMPANY OF
COLORADO**

Accepted and agreed to this

_____ day of _____, 2023.

Agreement No. 33319000-TF1CIG

EXHIBIT A
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
**PUBLIC SERVICE COMPANY OF COLORADO,
A COLORADO CORPORATION**
(Shipper)

DATED: January 19, 2023

Shipper's Maximum Delivery Quantity (MDQ): (See ¶9)
Effective Dates: May 1, 2023 through April 30, 2028

| <i>Primary Point(s) of Receipt (1)</i> | <i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i> | <i>Minimum Receipt Pressure (p.s.i.g.) (4)</i> | <i>Maximum Receipt Pressure (p.s.i.g.) (4)</i> |
|--|---|---|---|
| 291665 WFS/CIG (KIN) KING METER STATION LI | 9,535 | Sufficient Pressure to Enter Transporter's Facilities | 1,000 |
| 800229 WBI/CIG (ELK) ELK BASIN PARK | 42,000 | Sufficient Pressure to Enter Transporter's Facilities | 1,100 |
| 800282 NW P/L/CIG (GRN) GREEN RIVER NPC ST | 12,908 | Sufficient Pressure to Enter Transporter's Facilities | 845 |
| 800335 DEQ/CIG (KAN) KANDA SWEETWATER | 6,600 | Sufficient Pressure to Enter Transporter's Facilities | 850 |
| 891645 WGROPER/CIG (BLF) BLUE FOREST SWEET | 32,557 | Sufficient Pressure to Enter Transporter's Facilities | 1,000 |
| 892265 CHIPPROC/CIG (ANA) ANABUTTES RECEIP | 25,000 | 1,000 | 1,000 |
| 895009 MGR/CIG (LOS) LOST CABIN FREMONT | 4,000 | Sufficient Pressure to Enter Transporter's Facilities | 1,100 |
| 891881 GRIZZLY/CIG (CGF) CAVE GULCH FEDER AGGREGATE GROUP (5) EAGLE NEST (CGF) | 4,000 | Sufficient Pressure to Enter Transporter's Facilities | 1,400 |
| Effective Dates: May 1, 2028 through January 12, 2038 | | | |
| <i>Primary Point(s) of Receipt (1)</i> | <i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i> | <i>Minimum Receipt Pressure (p.s.i.g.) (4)</i> | <i>Maximum Receipt Pressure (p.s.i.g.) (4)</i> |
| 55958 (SPU) S. Pueblo REC 248A | 10,000 | Sufficient Pressure to Enter Transporter's Facilities | The MAOP of Transporter's pipeline facilities at this point |

Ex. A-1

Agreement No. 33319000-TF1CIG

EXHIBIT A
(Cont.)

Shipper's Maximum Delivery Quantity (MDQ): (See ¶9)
Effective Dates: May 1, 2023 through April 30, 2028

| <i>Primary Point(s) of Delivery (1)</i> | <i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i> | <i>Minimum Delivery Pressure (p.s.i.g.) (4)</i> | <i>Maximum Delivery Pressure (p.s.i.g.) (4)</i> |
|--|--|---|---|
| 800220 PSCC/CIG (EDE) EAST DENVER ADAMS (5) | 104,600 | | |
| 800599 PSCC/CIG (PUE) PUEBLO STATIONS PUEB (5) | 32,000 | | |

| <i>Primary Point(s) of Delivery (1)</i> | <i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i> | <i>Minimum Delivery Pressure (p.s.i.g.) (4)</i> | <i>Maximum Delivery Pressure (p.s.i.g.) (4)</i> |
|---|--|---|---|
|---|--|---|---|

800220 PSCC/CIG (EDE) EAST DENVER ADAMS AGGREGATE GROUP (5)

| | | Transporter's Line Pressure at this Location | The MAOP of Transporter's pipeline facilities at this point |
|-------------------------|---------|---|---|
| Arapahoe Hills | 156 | | |
| East Denver (EDE) | 482,040 | 250 | 285 |
| East Quincy (EDE) | 48,464 | 280 | 720 |
| Grimm (EDE) | 974 | 200 | 400 |
| Harvest Mile (EDE) | 2,700 | 285 | 820 |
| Hidden Village (EDE) | 521 | Transporter's Line Pressure at this Location | 820 |
| Inspiration Point (EDE) | 106 | 350 Nov. – Feb. 325 Mar., Apr., Sept. & Oct. 260 May – Aug. | 820 |
| Mesa (EDE) | 403,000 | 275 | 740 |
| Schaeffer Weeks (EDE) | 2,948 | 200 | 740 |
| Second Creek (EDE) | 1,424 | 400 | 822 |
| Smokey Hill (EDE) | 10,558 | 350 Nov. – Feb. 325 Mar., Apr., Sept. & Oct. 260 May – Aug. | 820 |
| Whispering Pines (EDE) | 270,805 | 325 Mar. – Oct. 400 Nov. – Feb. | 650 |

Ex. A-2

EXHIBIT A
 (Cont.)

| <i>Primary Point(s) of Delivery (1)</i> | <i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i> | <i>Minimum Delivery Pressure (p.s.i.g.) (4)</i> | <i>Maximum Delivery Pressure (p.s.i.g.) (4)</i> |
|---|--|---|---|
| 800599 PSCC/CIG (PUE) PUEBLO STATIONS PUEB AGGREGATE GROUP (5) | | | |
| Air Base (PUE) | 1,559 | 100 | 100 |
| B.F. Goodrich (PUE) | 159 | 100 | 337 |
| Colorado Fire Clay Co. (PUE) | 256 | Transporter's Line Pressure at this Location | 659 |
| Comanche Power Plant (PUE) | 15,000 | 200 | 400 |
| Dave Fountain Tap (PUE) | 64 | Transporter's Line Pressure at this Location | The MAOP of Transporter's pipeline facilities at this point |
| Devine (PUE) | 962 | 150 | 150 |
| Hendrick Tap (PUE) | 90 | Transporter's Line Pressure at this Location | The MAOP of Transporter's pipeline facilities at this point |
| Pinon (PUE) | 39 | Transporter's Line Pressure at this Location | 614 |
| Pueblo County Farm (PUE) | 1,689 | 150 | 150 |
| Pueblo North (PUE) | 21,310 | 150 | 150 |
| Pueblo South (PUE) | 43,790 | 225 | 225 |
| Pueblo West (PUE) | 14,400 | 285 | 285 |
| Pueblo West Reserve (PUE) | 480 | 285 | 285 |
| Vineland (PUE) | 650 | 50 | 50 |
| Welton Ditch Company Tap (PUE) | 127 | Transporter's Line Pressure at this Location | The MAOP of Transporter's pipeline facilities at this point |
| <i>Primary Point(s) of Delivery Storage Injection (1)</i> | <i>Primary Point(s) of Delivery Quantity (Dth per Day) (3) (6)</i> | <i>Minimum Delivery Pressure (p.s.i.g.) (4)</i> | <i>Maximum Delivery Pressure (p.s.i.g.) (4)</i> |
| 800715 (TCS) STORAGE INJ/WTB | 136,600 | Transporter's Line Pressure at this Location | The MAOP of Transporter's pipeline facilities at this point |
| Effective Dates: May 1, 2028 through January 12, 2038 | | | |
| <i>Primary Point(s) of Delivery (1)</i> | <i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i> | <i>Minimum Delivery Pressure (p.s.i.g.) (4)</i> | <i>Maximum Delivery Pressure (p.s.i.g.) (4)</i> |
| 55957 (SPD) S. Pueblo DEL 24B | 10,000 | Transporter's Line Pressure at this Location | The MAOP of Transporter's pipeline facilities at this point |

Agreement No. 33319000-TF1CIG

EXHIBIT A
(Cont.)

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.
- (5) Aggregate Group Designations are provided pursuant to Section 5.5 of the General Terms and Conditions of the Tariff.
- (6) Transporter's obligation to make Deliveries to Transporter's storage injection point under this Agreement and to Transporter's storage injection point under all other firm transportation service agreements between Transporter and Shipper providing for deliveries to Transporter's storage injection point shall be limited by the provisions of Rate Schedule NNT-1 and Shipper's NNT-1 service agreement(s).

Agreement No. 33319000-TF1CIG

EXHIBIT B
 to
 FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-1
 between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
PUBLIC SERVICE COMPANY OF COLORADO,
A COLORADO CORPORATION
 (Shipper)

DATED: January 19, 2023

| <i>Primary Point(s) of Receipt</i> | <i>Primary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (1) (4)</i> | <i>Commodity Rate (4)</i> | <i>Authorized Overrun Rate</i> | <i>Fuel Reimbursement (4)</i> | <i>Surcharges</i> |
|---|--|------------------------|---------------------------------|---------------------------|--------------------------------|-------------------------------|-------------------|
| 291665 WFS/CIG (KIN) KING METER STATION LI | | | | | | | |
| 800229 WBI/CIG (ELK) ELK BASIN PARK | | | | | | | |
| 800282 NW P/L/CIG (GRN) GREEN RIVER NPC ST | | | | | | | |
| 800335 DEQ/CIG (KAN) KANDA SWEETWATER | 800220 PSCC/CIG (EDE) EAST DENVER ADAMS | 5/1/23 – 4/30/28 | (1a) | (1) | (1) | (2) | (3) |
| 891645 WGROPER/CIG (BLF) BLUE FOREST SWEET | 800599 PSCC/CIG (PUE) PUEBLO STATIONS PUEB | | | | | | |
| 892265 CHIPPROC/CIG (ANA) ANABUTTES RECEIP | | | | | | | |
| 895009 MGR/CIG (LOS) LOST CABIN FREMONT | | | | | | | |
| 891881 GRIZZLY/CIG (CGF) CAVE GULCH FEDER AGGREGATE GROUP EAGLE NEST (CGF) | | | | | | | |

Ex. B-1

Agreement No. 33319000-TF1CIG

EXHIBIT B
 (Cont.)

| <i>Primary Point(s) of Receipt</i> | <i>Primary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (1) (4)</i> | <i>Commodity Rate (4)</i> | <i>Authorized Overrun Rate</i> | <i>Fuel Reimbursement (4)</i> | <i>Surcharges</i> |
|---|---|----------------------------|-------------------------------------|-------------------------------|--|-----------------------------------|-------------------|
| 291665 WFS/CIG (KIN) KING METER STATION LI | | | | | | | |
| 800229 WBI/CIG (ELK) ELK BASIN PARK | | | | | | | |
| 800282 NW P/L/CIG (GRN) GREEN RIVER NPC ST | | | | | | | |
| 800335 DEQ/CIG (KAN) KANDA SWEETWATER | | | | | | | |
| 891645 WGROPER/CIG (BLF) BLUE FOREST SWEET | 800599 PSCC/CIG (PUE) PUEBLO STATIONS PUEB | 5/1/23 – 4/30/28 | (1b) | (1) | (1) | (2) | (3) |
| 892265 CHIPPROC/CIG (ANA) ANABUTTES RECEIP | | | | | | | |
| 895009 MGR/CIG (LOS) LOST CABIN FREMONT | | | | | | | |
| 891881 GRIZZLY/CIG (CGF) CAVE GULCH FEDER AGGREGATE GROUP EAGLE NEST (CGF) | | | | | | | |
| 55958 (SPU) S. Pueblo REC 248A | 55957 (SPD) S. Pueblo DEL 24B | 5/1/28 – 1/12/38 | (1c) | (1) | (1) | (2) | (3) |
| <i>Primary and Secondary Point(s) of Receipt</i> | <i>Primary and Secondary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (4)</i> | <i>Commodity Rate (4)</i> | <i>Authorized Overrun Rate</i> | <i>Fuel Reimbursement (4)</i> | <i>Surcharges</i> |
| All | All | 5/1/23 – 1/12/38 | (1) | (1) | (1) | (2) | (3) |

Ex. B-2

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (1a) As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) which shall be equivalent to Transporter's maximum monthly reservation rate ("Base Rate") for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. The Base Rate shall be applicable to the Base Rate Quantity (comprised of 104,600 Dth per day of deliveries to (EDE) East Denver and 22,000 Dth per day of deliveries to (PUE) Pueblo Stations as shown in Exhibit A) for the effective time period, as described in paragraph 9.
- (1b) As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) which shall be the sum of the Base Rate plus \$12.6990 per Dth per Month (the "Negotiated Reservation Rate"). The Base Rate portion of this Negotiated Reservation Rate shall be subject to change with the effective date of any change to Transporter's Rate Schedule TF-1 maximum recourse rate. The \$12.6990 per Dth per Month portion of the rate shall be fixed and shall not be subject to change during the term of this Agreement. This Negotiated Reservation Rate shall be applicable only to the Negotiated Reservation Rate Quantity (defined as 10,000 Dth per day of deliveries to (PUE) Pueblo Stations as shown in Exhibit A) for the effective time period, as described in Paragraph 9.
- (1c) As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) which shall be the Negotiated Reservation Rate as defined in Note 1(b) herein. The Base Rate portion of this Negotiated Reservation Rate shall be subject to change with the effective date of any change to Transporter's Rate Schedule TF-1 maximum recourse rate. The \$12.6990 per Dth per Month portion of the rate shall be fixed and shall not be subject to change during the term of this Agreement.
- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) **Surcharges, if applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.

- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

BLACK HILLS SERVICE COMPANY, LLC
(Shipper)

DATED: March 26, 2019

Agreement No. 215680-TF1CIG

Transportation Service Agreement

Rate Schedule TF-1

Dated: March 26, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. **Shipper:** BLACK HILLS SERVICE COMPANY, LLC
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
8. **Negotiated Rate:** Yes _____ No X
9. **Maximum Delivery Quantity (MDQ):**

| MDQ (Dth/day) | Effective |
|------------------|------------------------------------|
| 50,000 | April 1, 2019 - September 30, 2026 |

10. **Term of Firm Transportation Service:** Beginning: April 1, 2019
Ending: September 30, 2026

Agreement No. 215680-TF1CIG

11. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

BLACK HILLS SERVICE COMPANY, LLC
P.O. Box 1400
Rapid City, SD 57709-1400
Attn: Anita Hansen

All Notices:

BLACK HILLS SERVICE COMPANY, LLC
P.O. Box 1400
Rapid City, SD 57709-1400
Attn: Diane Brendle; Contract Administrator

To Transporter:

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** None, however, this capacity was obtained through a permanent release of capacity by Black Hills Utility Holdings, Inc., Transporter Agreement No. 33629000A-TF1CIG, per FERC order Docket No. RP19-307-000.
13. **Municipality Limited Liability:** N/A
14. **Creditworthiness.** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

- (a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's"), then Shipper shall satisfy its creditworthiness obligations by making a demonstration to Transporter that: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's or Shipper's long-term issuer rating is at least A- by S&P or A3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this Section 14(a); and (iii) the sum of twelve (12) months of anticipated charges under this Agreement and all other transportation agreements that Shipper has with Transporter as of the date of this Agreement is less than ten percent (10%) of Shipper's Tangible Net Worth. For purposes of this Section 14, "Tangible Net Worth" shall mean total assets – (liabilities + intangible assets).

If at any time during the term of this Agreement Shipper's S&P or Moody's rating falls below the levels described above, or Shipper becomes unrated or otherwise fails to satisfy the requirements of this Section 14(a), then for the time period that Shipper's ratings are below that level or Shipper is unrated or is otherwise unable to satisfy the requirements of this Section 14(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in Section 14(b) below. If Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this Section 14(a).

Agreement No. 215680-TF1CIG

- (b) If at the time of the execution of this Agreement or at any time thereafter during the term of this Agreement, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in Section 14(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement acceptable to Transporter, equal to two (2) years of the anticipated charges under this Agreement and issued by another person or entity which satisfies the creditworthiness standards set forth in Section 14(a); or (ii) an irrevocable letter of credit acceptable to Transporter equal to two (2) years of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.
- (c) Upon request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, as set forth above, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.
- (d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within thirty (30) days of the change in ratings or conditions requiring the new demonstration of creditworthiness.
- (e) Notwithstanding any statement to the contrary set forth elsewhere in this Section 14, Shipper shall at no time during the term of this Agreement be required to provide a guaranty or letter of credit in an amount exceeding the remaining anticipated charges under this Agreement.
15. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

**COLORADO INTERSTATE GAS COMPANY,
L.L.C.**

Accepted and agreed to this

_____ day of _____, 2019.

SHIPPER:

BLACK HILLS SERVICE COMPANY, LLC

Accepted and agreed to this

_____ day of _____, 2019.

Agreement No. 215680-TF1CIG

EXHIBIT A
 to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
 between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
BLACK HILLS SERVICE COMPANY, LLC
 (Shipper)

DATED: March 26, 2019

Shipper's Maximum Delivery Quantity (MDQ): (See ¶9)
 Effective Dates: (See ¶9)

| <i>Primary Point(s) of Receipt (1)</i> | <i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i> | <i>Minimum Receipt Pressure (p.s.i.g.) (4)</i> | <i>Maximum Receipt Pressure (p.s.i.g.) (4)</i> |
|--|---|--|--|
| 800677 CIG/CIG (SHB) SPRUCE HILL BLENDING | 50,000 | Sufficient Pressure to Enter Transporter's Facilities | 820 |

| <i>Primary Point(s) of Delivery (1)</i> | <i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i> | <i>Minimum Delivery Pressure (p.s.i.g.) (4)</i> | <i>Maximum Delivery Pressure (p.s.i.g.) (4)</i> |
|---|--|---|---|
| BLK HILL/CIG (CRK) CASTLE ROCK AREA Aggregate Group 800169 (5) | | | |
| Bayou Gulch (CRK) | 416 | 60 | 820 |
| Black Forest (CRK) | 928 | 150 | 250 |
| Castle Rock (CRK) | 4,192 | 400 | 820 |
| Colorado Centre (CRK) | 96 | 60 | 614 |
| Fountain (CRK) | 1,072 | 60 | 600 |
| Franktown (CRK) | 1,120 | Transporter's Line Pressure | 150 |
| Monument/Palmer Lake (CRK) | 976 | 150 | 250 |
| Spruce Hill (CRK) | 5,264 | Transporter's Line Pressure | 820 |
| Widefield (CRK) | 1,936 | Transporter's Line Pressure | 150 |
| TOTAL BLK HILL/CIG (CRK) CASTLE ROCK AREA Aggregate Group 800169 | 16,000 | | |
| 800680 BLK HILL/CIG (SHH) SPRUCE HILL HIGH | 34,000 | 600 | 820 |

Ex. A-1

Agreement No. 215680-TF1CIG

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff and, for deliveries to Spruce Hill High (SHH), as defined below.

| Spruce Hill High Flow (MMcf/d) | Spruce Hill High Delivery Pressure (psig) |
|---------------------------------------|--|
| Flow < 2.0 | 250 |
| 2.0 < Flow < 5.5 | 275 |
| 5.5 < Flow < 8.0 | 300 |
| 8.0 < Flow < 10.5 | 325 |
| 10.5 < Flow < 12.5 | 350 |
| 12.5 < Flow < 14.5 | 375 |
| 14.5 < Flow < 15.5 | 400 |
| 15.5 < Flow < 17.0 | 425 |
| 17.0 < Flow < 19.0 | 450 |
| 19.0 < Flow < 21.0 | 475 |
| 21.0 < Flow < 23.0 | 500 |
| 23.0 < Flow < 25.0 | 550 |
| 25.0 < Flow < 31.0 | 600 |

- (5) Aggregate Group Designations are provided pursuant to Section 5.5 of the General Terms and Conditions of the Tariff.

Agreement No. 215680-TF1CIG

EXHIBIT B
 to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
 between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
BLACK HILLS SERVICE COMPANY, LLC
 (Shipper)

DATED: March 26, 2019

| <i>Primary Point(s) of Receipt</i> | <i>Primary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (4)</i> | <i>Commodity Rate (4)</i> | <i>Authorized Overrun Rates</i> | <i>Fuel Reimbursement (4)</i> | <i>Surcharges</i> |
|------------------------------------|-------------------------------------|------------------------|-----------------------------|---------------------------|---------------------------------|-------------------------------|-------------------|
| As listed on Exhibit A | As listed on Exhibit A | (See ¶9) | (1a) | (1) | (1) | (2) | (3) |

| <i>Primary and Secondary Point(s) of Receipt</i> | <i>Primary and Secondary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (4)</i> | <i>Commodity Rate (4)</i> | <i>Fuel Reimbursement (4)</i> | <i>Surcharges</i> |
|--|---|------------------------|-----------------------------|---------------------------|-------------------------------|-------------------|
| All | All | (See ¶9) | (1) | (1) | (2) | (3) |

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (1a) As provided in Section 4.16 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following discount rate(s) \$0.7604 per Dth per month, which shall be payable regardless of quantities transported. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.
- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) **Surcharges, if applicable:**
 All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.

- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

Exh. B-1

Agreement No. 215683-TF1CIG

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

BLACK HILLS SERVICE COMPANY, LLC
(Shipper)

DATED: March 26, 2019

Agreement No. 215683-TF1CIG

Transportation Service Agreement

Rate Schedule TF-1

Dated: March 26, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. **Shipper:** BLACK HILLS SERVICE COMPANY, LLC
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
8. **Negotiated Rate:** Yes X No
9. **Maximum Delivery Quantity (MDQ):**

| MDQ (Dth/day) | Effective |
|------------------|----------------------------------|
| 13,000 | April 1, 2019 - October 31, 2021 |

10. **Term of Firm Transportation Service:** Beginning: April 1, 2019
Ending: October 31, 2021

If Shipper participates in an expansion of the Transporter's 5C/212A, high-pressure system from the Cheyenne Hub to the south, then Shipper may reduce the above MDQ, provided that any such MDQ reduction keeps Transporter economically neutral, in Transporter's sole discretion. In the case where the MDQ is reduced by 13,000 Dth/day or more, this Agreement shall terminate.

Agreement No. 215683-TF1CIG

11. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

BLACK HILLS SERVICE COMPANY, LLC
P.O. Box 1400
Rapid City, SD 57709-1400
Attn: Anita Hansen

All Notices:

BLACK HILLS SERVICE COMPANY, LLC
P.O. Box 1400
Rapid City, SD 57709-1400
Attn: Diane Brendle; Contract Administrator

To Transporter:

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** None, however, this capacity was obtained through a permanent release of capacity by Black Hills Utility Holdings, Inc., Transporter Agreement No. 33640000-TF1CIG, per FERC order Docket No. RP19-307-000.
13. **Municipality Limited Liability:** N/A.
14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

COLORADO INTERSTATE GAS COMPANY,
L.L.C.

Accepted and agreed to this

_____ day of _____, 2019.

SHIPPER:

BLACK HILLS SERVICE COMPANY, LLC

Accepted and agreed to this

_____ day of _____, 2019.

Agreement No. 215683-TF1CIG

EXHIBIT A
 to
 FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-1
 between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
BLACK HILLS SERVICE COMPANY, LLC
 (Shipper)

DATED: March 26, 2019

Shipper's Maximum Delivery Quantity (MDQ): (See ¶9)
 Effective Dates: (See ¶9)

| <i>Primary Point(s) of Receipt (1)</i> | <i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i> | <i>Minimum Receipt Pressure (p.s.i.g.) (4)</i> | <i>Maximum Receipt Pressure (p.s.i.g.) (4)</i> |
|--|---|---|--|
| 800556 TIMBERCR/CIG (PGT) PURGATOIRE | 13,000 | Sufficient Pressure to Enter Transporter's Facilities | 1308 |

| <i>Primary Point(s) of Delivery (1)</i> | <i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i> | <i>Minimum Delivery Pressure (p.s.i.g.) (4)</i> | <i>Maximum Delivery Pressure (p.s.i.g.) (4)</i> |
|---|--|---|---|
| 892315 BLK HILL/CIG (BWF) BLACK WOLF | 13,000 | 400 | 1440 |

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

Ex. A-1

Agreement No. 215683-TF1CIG

EXHIBIT B
 to
 FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-1
 between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
BLACK HILLS SERVICE COMPANY, LLC
 (Shipper)

DATED: March 26, 2019

| <i>Primary Point(s) of Receipt</i> | <i>Primary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (4)</i> | <i>Commodity Rate (4)</i> | <i>Authorized Overrun Rates</i> | <i>Fuel Reimbursement (4)</i> | <i>Surcharges</i> |
|--|---|----------------------------|---------------------------------|-------------------------------|---|-----------------------------------|-------------------|
| As listed on Exhibit A | As listed on Exhibit A | (See ¶19) | (1a) | (1) | (1) | (2) | (3) |

| <i>Primary and Secondary Point(s) of Receipt</i> | <i>Primary and Secondary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (4)</i> | <i>Commodity Rate (4)</i> | <i>Fuel Reimbursement (4)</i> | <i>Surcharges</i> |
|--|---|----------------------------|---------------------------------|-------------------------------|-----------------------------------|-------------------|
| All | All | (See ¶19) | (1a) | (1) | (2) | (3) |

Notes:

(1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.

(1a) The Parties agree that the following rate will be \$16.0656 per month.

(2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

(3) **Surcharges, if applicable:**

All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.

(4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

Ex. B-1

Reserved

Reserved

Reserved

NO-NOTICE STORAGE AND TRANSPORTATION DELIVERY SERVICE AGREEMENT
RATE SCHEDULE NNT-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

**PUBLIC SERVICE COMPANY OF COLORADO,
A COLORADO CORPORATION
(Shipper)**

DATED: June 15, 2022

Storage and Transportation Service Agreement

Rate Schedule NNT-1

Dated: June 15, 2022

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. **Shipper:** PUBLIC SERVICE COMPANY OF COLORADO, A COLORADO CORPORATION
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Point of Withdrawal and Primary Point(s) of Delivery shall be on a firm basis. Delivery of quantities at Secondary Point(s) shall be in accordance with the Tariff.
6. **Delivery:** Transporter agrees to transport and deliver Delivery Quantities to Shipper (or for Shipper's account) at the Point(s) of Delivery identified in the attached Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
8. **For the period May 1, 2023 through April 30, 2028.**
Maximum Delivery Quantity ("MDQ"): 637,144 Dth per Day.
Maximum Available Capacity ("MAC"): 21,352,477 Dth.
Maximum Daily Injection Quantity ("MDIQ"): 209,980 Dth per Day.
Maximum Daily Withdrawal Quantity ("MDWQ"): 637,144 Dth per Day.

All storage entitlements as stated herein ("MAC", "MDIQ", and "MDWQ") are based on an Average Thermal Content of Gas in Storage of 1,000 Btu per cubic foot. The Available Daily Injection Quantity ("ADIQ"), Available Daily Withdrawal Quantity ("ADWQ"), and storage entitlements shall be subject to the General Terms and Conditions of the Tariff and stated on Transporter's electronic bulletin board.
9. **Negotiated Rate:** Yes _____ No X
10. **Term of No-Notice Storage and Transportation Service:** Beginning: October 1, 2001
Ending: April 30, 2028

Agreement No. 31050000-NNT1CIG

11. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

PUBLIC SERVICE COMPANY OF COLORADO
1800 LARIMER STREET
12TH FLOOR
DENVER, CO 80202
Attn: Manager, Commercial Accounting

All Notices:

PUBLIC SERVICE COMPANY OF COLORADO
1800 LARIMER STREET
10TH FLOOR
DENVER, CO 80202
Attn: Richard Derryberry

To Transporter:

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on May 1, 2023: The No-Notice Storage and Transportation Delivery Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 31050000-NNT1CIG, last amended on June 5, 2019.
13. **Municipality Limited Liability:** N/A.
14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

**COLORADO INTERSTATE GAS COMPANY,
L.L.C.**

Accepted and agreed to this

_____ day of _____, 2023.

SHIPPER:

**PUBLIC SERVICE COMPANY OF
COLORADO**

Accepted and agreed to this

_____ day of _____, 2023.

Agreement No. 31050000-NNT1CIG

EXHIBIT A
 to
NO-NOTICE TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE NNT-1
 between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
PUBLIC SERVICE COMPANY OF COLORADO,
A COLORADO CORPORATION
 (Shipper)

DATED: June 15, 2022

1. Shipper's Maximum Delivery Quantity ("MDQ"): (See ¶8)
2. Shipper's Maximum Available Capacity ("MAC"): (See ¶8)
3. Shipper's Maximum Daily Injection Quantity ("MDIQ"): (See ¶8)
4. Shipper's Maximum Daily Withdrawal Quantity ("MDWQ"): (See ¶8)

Effective Dates: (See ¶8)

| <i>Primary Point(s) of Delivery (1)</i> | <i>Primary Point(s) of Delivery Quantity (Dth per Day) (Note A)</i> | <i>Minimum Delivery Pressure p.s.i.g. (3)</i> | <i>Maximum Delivery Pressure p.s.i.g. (3)</i> |
|---|---|--|---|
| PSCC/CIG (BRS) BRUSH STATION MORGAN 800109 (6a) | 4,000 | | |
| PSCC/CIG (EDE) EAST DENVER ADAMS 800220 (6a) | 581,029 | | |
| PSCC/CIG (FSC) FIRST CREEK ADAMS 800255 (6b) | 0 | Transporter's Line Pressure at this Location | 920 |
| PSCC/CIG (FTL) FORT LUPTON DELIVERY 800261 (6a) | 0 | 750 | 822 |
| PSCC/CIG (GRE) GREELEY WELD 800279 (6b) | 0 | | |
| PSCC/CIG (PUE) PUEBLO STATIONS PUEB 800599 (6a) | 52,115 | | |
| Total | 637,144 | | |

Ex. A-1

Agreement No. 31050000-NNT1CIG

EXHIBIT A
 (Cont.)

| <i>Secondary Point(s) of Delivery (1)</i> | <i>Secondary Point(s) of Delivery Quantity (Dth per Day) (2)</i> | <i>Minimum Delivery Pressure p.s.i.g. (3)</i> | <i>Maximum Delivery Pressure p.s.i.g. (3)</i> |
|---|--|--|--|
| PSCC/CIG (ASH) ARISTOCRAT HIGH WELD 800066 (6e) | | 750 | 1,203 |
| PSCC/CIG (AST) ARISTOCRAT DELIVERY 800067 (6c) | | Transporter's Line Pressure at this Location | 822 |
| PSCC/CIG (BCL) BEAVER CREEK LATERAL 892149 (6c) | 151,000 | 500 | 1,000 |
| PSCC/CIG (BLU) BLUE SPRUCE ADAMS 892088 (6c) | | Transporter's Line Pressure at this Location | 920 |
| PSCC/CIG (CRG) CORRAL GULCH RECEIPT 800167 (6d) | | 700 | 1,000 |
| PSCC/CIG (CCR) COYOTE CREEK METER S 801485 (6e) | | 750 | 1,440 |
| PSCC/CIG (FLH) FORT LUPTON HIGH WEL 800239 (6e) | | 750 | 1,440 |
| PSCC/CIG (HUD) HUDSON HIGH WELD 800319 (6e) | | 750 | 1,440 |
| PSCC/CIG (HSN) HUDSON LOW WELD 800313 (6c) | | 550 | 822 |
| PSCC/CIG (LTH) LITTLE HORSE RECEIPT 800394 (6d) | | 700 | 1,000 |
| PSCC/CIG (LPM) LODGEPOLE WELD 891989 (6d) | | 753 | 850 |
| PSCC/CIG (MWP) MIDWAY PUBLIC SERVIC 800450 (6c) | | 165 | 614 |
| PSCC/CIG (MPH) MIDWAY PSCO HIGH EL 800433 (6e) | | 490 | 1,440 |
| PSCC/CIG (PON) PONDEROSA WELD 896046 (6d) | | 920 | The MAOP of Transporter's pipeline facilities at this point |
| PSCC/CIG (RIF) RIFLE DELIVERY GARFI 892291 (6d) | | 750 | 1,116 |
| PSCC/CIG (STV) ST. VRAIN DELIVERY W 892191 (6e) | | 750 | 1,440 |

NOTES:

- (A) Attached below is a table entitled "Primary Points of Delivery" that details the individual Primary Point(s) of Delivery, Points of Delivery Quantity, and delivery pressures. Shipper shall have the right to take Delivery of quantities up to the group aggregate limit listed above at any point within the group subject to the lesser of the Primary Point of Delivery Quantity or the meter capacity.

Ex. A-2

Agreement No. 31050000-NNT1CIG

EXHIBIT A
(Cont.)

| <i>Primary Point(s) of Delivery (1)</i> | <i>Primary Point(s) of Delivery Quantity (Dth per Day) (2)</i> | <i>Minimum Delivery Pressure p.s.i.g. (3)</i> | <i>Maximum Delivery Pressure p.s.i.g. (3)</i> |
|--|--|--|---|
| PSCC/CIG (FTL) FORT LUPTON DELIVERY 800261 | 68,280 | 750 | 822 |
| PSCC/CIG (EDE) EAST DENVER ADAMS GROUP 800220 | | | |
| Arapahoe Hills | 156 | Transporter's Line Pressure at this Location | The MAOP of Transporter's pipeline facilities at this point |
| East Denver (EDE) | 482,040 | 250 | 285 |
| East Quincy (EDE) | 48,464 | 280 | 720 |
| Grimm (EDE) | 974 | 200 | 400 |
| Harvest Mile (EDE) | 2,700 | 285 | 820 |
| Hidden Village (EDE) | 521 | Transporter's Line Pressure at this Location | 820 |
| Inspiration Point (EDE) | 106 | (4) | 820 |
| Mesa (EDE) | 403,000 | 275 | 740 |
| Schaeffer Weeks (EDE) | 2,948 | 200 | 740 |
| Second Creek (EDE) | 1,424 | 400 | 822 |
| Smokey Hill (EDE) | 10,558 | (4) | 820 |
| Whispering Pines (EDE) | 270,805 | (5) | 650 |
| PSCC/CIG (GRE) GREELEY WELD GROUP 800279 | | | |
| Ault (GRE) | 91,400 | 550 | 850 |
| Greeley (GRE) | 75,500 | 550 | 850 |

Ex. A-3

EXHIBIT A
 (Cont.)

| <i>Primary Point(s) of Delivery (1)</i> | <i>Primary Point(s) of Delivery Quantity (Dth per Day) (2)</i> | <i>Minimum Delivery Pressure p.s.i.g. (3)</i> | <i>Maximum Delivery Pressure p.s.i.g. (3)</i> |
|---|--|---|---|
| PSCC/CIG (PUE) PUEBLO STATIONS PUEB GROUP 800599 | | | |
| Air Base (PUE) | 1,559 | 100 | 100 |
| B.F. Goodrich (PUE) | 159 | 100 | 337 |
| Colorado Fire Clay Co. (PUE) | 256 | Transporter's Line Pressure at this Location | 659 |
| Comanche Power Plant (PUE) | 15,000 | 200 | 400 |
| Dave Fountain Tap (PUE) | 64 | Transporter's Line Pressure at this Location | The MAOP of Transporter's pipeline facilities at this point |
| Devine (PUE) | 962 | 150 | 150 |
| Hendrick Tap (PUE) | 90 | Transporter's Line Pressure at this Location | The MAOP of Transporter's pipeline facilities at this point |
| Pinon (PUE) | 39 | Transporter's Line Pressure at this Location | 614 |
| Pueblo County Farm (PUE) | 1,689 | 150 | 150 |
| Pueblo North (PUE) | 21,310 | 150 | 150 |
| Pueblo South (PUE) | 43,790 | 225 | 225 |
| Pueblo West (PUE) | 14,400 | 285 | 285 |
| Pueblo West Reserve (PUE) | 480 | 285 | 285 |
| Vineland (PUE) | 650 | 50 | 50 |
| Welton Ditch Company Tap (PUE) | 127 | Transporter's Line Pressure at this Location | The MAOP of Transporter's pipeline facilities at this point |
| PSCC/CIG (BRS) BRUSH STATION MORGAN GROUP 800109 | | | |
| Brush (BRS) | 4,741 | 125 | 125 |
| Fort Morgan Country Club (BRS) | 272 | 150 | 150 |
| Wauketa (Log Lane) | 1,361 | 90 | 90 |
| Wiggins/Roundup (BRS) | 36,131 | 600 | 1,000 |
| Brush Grp Hiline Tap including: | 1,358 | | |
| 3T Cattle Company | | Transporter's Line Pressure at this Location | 825 |
| Front Range Airport | | Transporter's Line Pressure at this Location | 1000 |
| Tom Cooper | | Transporter's Line Pressure at this Location | 825 |
| John Yager Tap | | Transporter's Line Pressure at this Location | 1,050 |

Ex. A-4

Agreement No. 31050000-NNT1CIG

EXHIBIT A
(Cont.)

Notes:

- (1) Point(s) of Delivery eligible for service are referenced in Section 30 of the General Terms and Conditions of the Tariff.
- (2) The sum of the Delivery Quantities at Point(s) of Delivery shall not be greater than Shipper's MDQ.
- (3) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.
- (4) Maximum pressure is line pressure not less than 350 p.s.i.g. in November, December, January, and February; not less than 325 p.s.i.g. in September, October, March, and April; and not less than 260 p.s.i.g. in May, June, July, and August.
- (5) Whispering Pines Minimum Delivery Pressure
 - (i) The minimum pressure shall be no less than 325 p.s.i.g. during the Months of April through October.
 - (ii) The minimum pressure shall be no less than 400 p.s.i.g. during the Months of November through February. For the Month of March, a minimum pressure of 400 p.s.i.g. can be supported, provided that the total deliveries on Transporter's Line No. 9B are less than 261,922 Dth per Day.
 - (iii) When expected ambient temperatures are less than 20 degrees Fahrenheit, a minimum pressure of 460 p.s.i.g. can be supported, upon request of Shipper, during the following Months: (A) November through February, provided that the total deliveries on Transporter's Line No. 9B are less than 332,633 Dth per Day, and/or (B) March, provided that the total deliveries on Transporter's Line No. 9B are less than 261,922 Dth per Day. Such request shall be submitted by phone or electronic mail twelve hours in advance and shall be subject to the availability of peak day storage deliverability.
 - (iv) When expected ambient temperatures are less than negative five degrees Fahrenheit, a minimum pressure of 500 p.s.i.g. can be supported for up to three consecutive 24-hour periods during the Months of November through February upon request of Shipper. Such request shall be submitted by phone or electronic mail twelve hours in advance and shall be subject to the availability of peak day storage deliverability.
- (6) Subject to Section 30 of the tariff, the location service descriptions are:
 - a. Primary NNT Balancing Point with entitlement. Hourly service with peak hour transfer. (Section 30.1)
 - b. Primary NNT Balancing Point without entitlement. Hourly service with peak hour transfer. (Section 30.2)
 - c. Secondary NNT Balancing Point-. Hourly service with peak hour transfer. (Section 30.4)
 - d. Secondary NNT Balancing Point. Daily balancing only with no hourly service. (Section 30.3)
 - e. Secondary NNT Balancing Point. Hourly NNT service with peak hour transfer based on high pressure HEEN option. (Section 30.4(a))

Ex. A-5

EXHIBIT B
 to
 NO-NOTICE TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE NNT-1
 between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
PUBLIC SERVICE COMPANY OF COLORADO,
A COLORADO CORPORATION
 (Shipper)

DATED: June 15, 2022

| | <i>Quantity Injection/Withdrawal</i> | | |
|-----------------------------------|--|---------------------------|-------------------|
| | <i>Rate</i> | <i>Fuel Reimbursement</i> | <i>Surcharges</i> |
| (TCS) STORAGE INJ/WTD 800715..... | (1) | (2) | (3) |

| <i>Primary Point(s) of Delivery (4)</i> | <i>Reservation Rate</i> | <i>Quantity Delivery Rate</i> | <i>Effective Dates</i> | <i>Surcharges</i> |
|---|-----------------------------|-----------------------------------|------------------------|-------------------|
| As listed on Exhibit A | (1) | (1) | (See ¶8) | (3) |

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule NNT-1 or other superseding Rate Schedule, as such rates may be changed from time to time. Reservation rate(s) shall be payable regardless of quantities transported.
- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties. Quantities scheduled by Transporter from/to Primary and/or Secondary or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's third party charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.
- (3) **Applicable Surcharges:**
 All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff, as such surcharges may be changed from time to time.
Gas Quality Control Surcharge:
 The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions set forth in the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.
ACA:
 The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions as set forth in the Tariff.
- (4) Point(s) of Delivery eligible for service are referenced in Section 30 of the General Terms and Conditions of the Tariff.

Ex. B-1

Agreement No. 33179000-TF1CIG

Transportation Service Agreement

Rate Schedule TF-1

Dated: October 12, 2017

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. **Shipper:** NOBLE ENERGY, INC.
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
8. **Negotiated Rate:** Yes _____ No X
9. **Maximum Delivery Quantity (MDQ):**

| MDQ (Dth/day) | Effective |
|------------------|------------------------------|
| 10,000 | May 1, 2018 - April 30, 2023 |

10. **Term of Firm Transportation Service:** Beginning: November 1, 2005
Ending: April 30, 2023

Agreement No. 33179000-TF1CIG

11. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

NOBLE ENERGY, INC.
1001 NOBLE ENERGY WAY
HOUSTON, TX 77070
Attn: Accounts Payable

All Notices:

NOBLE ENERGY, INC.
1001 NOBLE ENERGY WAY
HOUSTON, TX 77070
Attn: Marketing Department – Contract Administration

To Transporter:

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall amend and restate the following agreement between the Parties: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 33179000E, dated May 1, 2013.
13. **Municipality Limited Liability:** N/A.
14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

**COLORADO INTERSTATE GAS COMPANY,
L.L.C.**

Accepted and agreed to this

_____ day of _____, 2017.

SHIPPER:

NOBLE ENERGY, INC.

Accepted and agreed to this

_____ day of _____, 2017.

Agreement No. 33179000-TF1CIG

EXHIBIT A
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
NOBLE ENERGY, INC.
(Shipper)

Dated: October 12, 2017

Shipper's Maximum Delivery Quantity (MDQ): (See ¶9)
Effective Dates: (See ¶9)

| <i>Primary Point(s) of Receipt (1)</i> | <i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i> | <i>Minimum Receipt Pressure (p.s.i.g.) (5)</i> | <i>Maximum Receipt Pressure (p.s.i.g.) (5)</i> |
|--|---|---|--|
| 891786 DCP OPER/CIG (EPR) ENTERPRISE NORTH (3) | 10,000 | Sufficient Pressure to Enter Transporter's Facilities | 1,100 |

| <i>Primary Point(s) of Delivery (1)</i> | <i>Primary Point(s) of Delivery Quantity (Dth per Day) (4)</i> | <i>Minimum Delivery Pressure (p.s.i.g.) (5)</i> | <i>Maximum Delivery Pressure (p.s.i.g.) (5)</i> |
|---|--|---|---|
| 291789 WGRASSET/CIG (BEI) BOX ELDER INLET (3) | 10,000 | Transporter's Line Pressure at this Location | 1,300 |

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) Transporter agrees that it will neither process the gas stream nor extract any liquids, except as required for maintaining reasonable pipeline operations (e.g., pigging and pipeline drips), between the Primary Point of Receipt and the Primary Point of Delivery. Transporter will be responsible for replacing in kind the MMBtus lost in transporting Shipper's gas from the Primary Point of Receipt to the Primary Point of Delivery (other than quantities required to be retained by Transporter as Fuel Reimbursement pursuant to the Tariff). With respect to all gas owned or controlled by Shipper (regardless of the party who acts as shipper), Transporter shall tender for Shipper's account, at the tailgate of the Anadarko Wattenberg Plant located in Section 32, Township 32S, Range 65W in Adams County CO (Anadarko Plant) or at mutually agreeable points of delivery downstream of the Anadarko Plant, any MMBtus so lost. Transporter shall deliver such quantity during the second month following the month in which such difference occurs.
- (4) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (5) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

Agreement No. 33179000-TF1CIG

EXHIBIT B
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
NOBLE ENERGY, INC.
(Shipper)

Dated: October 12, 2017

| <i>Primary Point(s) of Receipt</i> | <i>Primary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (1) (5)</i> | <i>Commodity Rate (5)</i> | <i>Authorized Overrun Rates (1)</i> | <i>Fuel Reimbursement (5)</i> | <i>Surcharges</i> |
|--|---|----------------------------|-------------------------------------|-------------------------------|---|-----------------------------------|-------------------|
| As listed on Exhibit A | As listed on Exhibit A | (See ¶19) | (1a) | (1) | (6) | (2) | (4) |

| <i>Primary and Secondary Point(s) of Receipt</i> | <i>Primary and Secondary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (5)</i> | <i>Commodity Rate (5)</i> | <i>Fuel Reimbursement (5)</i> | <i>Surcharges</i> |
|--|---|----------------------------|---------------------------------|-------------------------------|-----------------------------------|-------------------|
| All | All | (See ¶19) | (1) | (1) | (3) | (4) |

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (1a) As provided in Section 4.16 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following discount rate(s) \$0.6996 per Dth per month, which shall be payable regardless of quantities transported. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.
- (2) Volumes tendered for transportation and delivery to the Box Elder Inlet Point of Delivery shall not be charged Fuel Gas.
- (3) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (4) **Surcharges, if applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:
The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:
The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.
- (5) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.
- (6) Subject to Transporter's authorized maximum and minimum rates in effect from time to time, a rate of \$0.0400 per Dth shall apply to Daily Authorized Overrun of up to 10,000 Dth per Day.

Reserved

Reserved

Reserved

**FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-HP**

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

ANADARKO ENERGY SERVICES COMPANY
(Shipper)

DATED: April 12, 2022

Agreement No. 33666000-TFHPCIG

Transportation Service Agreement

Rate Schedule TF-HP

Dated: April 12, 2022

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. **Shipper:** ANADARKO ENERGY SERVICES COMPANY
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
8. **Negotiated Rate:** Yes ☐ No ☒
9. **Maximum Delivery Quantity (MDQ):**

| MDQ (Dth/day) | Effective |
|------------------|------------------------------------|
| 400,000 | September 1, 2022 - April 30, 2024 |
10. **Term of High Plains Firm Transportation Service:** Beginning: May 1, 2014
Ending: April 30, 2024

A contractual right of first refusal shall apply to this agreement, pursuant to Section 4.9 of the General Terms and Conditions of the Tariff.

Agreement No. 33666000-TFHPCIG

11. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

ANADARKO ENERGY SERVICES COMPANY
P.O. Box 1330
Houston, TX 77251-1330
Attn: Accounts Payable

All Notices:

ANADARKO ENERGY SERVICES COMPANY
P.O. Box 1330
Houston, TX 77251
Attn: Contract Administration

To Transporter:

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on September 1, 2022: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 33666000-TFHPCIG, last amended on August 15, 2015.
13. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
14. **Creditworthiness:** Shipper shall maintain sufficient evidence of satisfaction of creditworthiness throughout the term of this Agreement, as follows:
- (a) a demonstration that: (i) Shipper's senior unsecured debt securities are rated at least BBB- by Standard & Poor's Corporation ("S&P") or Baa3 by Moody's Investor Service ("Moody's") or Shipper's long-term issuer rating is at least A- by S&P or A3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's; and (iii) a sum of 12 months of anticipated charges under this Agreement is less than 10% of Shipper's tangible net worth; or
 - (b) a demonstration that the sum of 60 months of anticipated charges is less than 10% of Shipper's tangible net worth, and a demonstration that the Shipper's credit and financial history and outlook are acceptable to Transporter. Such determination shall be based upon Transporter's evaluation of: (i) Shipper's financial statements and auditors notes, annual report to shareholders, and annual report to regulators; (ii) trend analysis of financial ratios; (iii) bank and trade references or other information obtained that is relevant to Shipper's current and future financial strength and its ability to pay its obligations in a timely manner; (iv) Shipper's payment history to Transporter for services provided to Shipper; (v) whether Shipper is subject to any proceedings under any laws pertaining to bankruptcy, insolvency, liquidation, or debt reduction procedures and (vi) whether Shipper is subject to any recently filed substantial litigation either against Shipper or affecting Shipper's business prospects.

Agreement No. 33666000-TFHPCIG

- (c) As an alternative Shipper may satisfy its creditworthiness obligation by providing and maintaining, at its option: (i) an irrevocable letter of credit acceptable to Transporter; or (ii) a deposit in advance; or (iii) an irrevocable, unconditional guarantee acceptable to Transporter issued by another person or entity which satisfies the creditworthiness standards set forth in this section. Such letter of credit, deposit, or guarantee shall be equal to \$21 million.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

**COLORADO INTERSTATE GAS COMPANY,
L.L.C.**

ANADARKO ENERGY SERVICES COMPANY

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2022.

_____ day of _____, 2022.

Agreement No. 33666000-TFHPCIG

EXHIBIT A
to
TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-HP
between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
ANADARKO ENERGY SERVICES COMPANY
(Shipper)

DATED: April 12, 2022

Shipper's Maximum Delivery Quantity ("MDQ"): (See ¶9).

Effective Dates: (See ¶9)

| <i>Primary Point(s) of Receipt (1)</i> | <i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i> | <i>Minimum Receipt Pressure (p.s.i.g.) (4)</i> | <i>Maximum Receipt Pressure (p.s.i.g.) (4)</i> |
|---|--|---|---|
| | | Sufficient Pressure to Enter Transporter's Facilities | |
| 800360 KERRMCGE/CIG (LAN) LANCASTER METER | 400,000 | | 1,270 |
| <i>Primary Point(s) of Delivery (1)</i> | <i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i> | <i>Minimum Delivery Pressure (p.s.i.g.) (4)</i> | <i>Maximum Delivery Pressure (p.s.i.g.) (4)</i> |
| 800245 WIC/CIG (FLY) FLYING HAWK WELD | 400,000 | 935 | 1,200 |

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

Agreement No. 33666000-TFHPCIG

EXHIBIT B
to
TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-HP
between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
ANADARKO ENERGY SERVICES COMPANY
(Shipper)
DATED: April 12, 2022

| <i>Primary Point(s) of Receipt</i> | <i>Primary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (4)</i> | <i>Commodity Rate (4)</i> | <i>Authorized Overrun Rate</i> | <i>Fuel Reimbursement (4)</i> | <i>Surcharges</i> |
|--|---|----------------------------|---------------------------------|-------------------------------|------------------------------------|-----------------------------------|-------------------|
| As listed on Exhibit A | As listed on Exhibit A | (See ¶19) | (1) | (1) | (1) | (2) | (3) |

| <i>Primary and Secondary Point(s) of Receipt</i> | <i>Primary and Secondary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (4)</i> | <i>Commodity Rate (4)</i> | <i>Fuel Reimbursement (4)</i> | <i>Surcharges</i> |
|--|---|----------------------------|---------------------------------|-------------------------------|-----------------------------------|-------------------|
| All | All | (See ¶19) | (1) | (1) | (2) | (3) |

NOTES:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-HP or other superseding Rate Schedules, as such rates may be changed from time to time. Reservation rates shall be payable regardless of quantities transported. All entitlement or quantities scheduled by Transporter on the CIG mainline or North Raton Lateral facilities shall be subject, as applicable, to the appropriate mainline and/or the North Raton Lateral incremental reservation and commodity rates.
- (2) Fuel Reimbursement shall be as stated on Transporter's Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties. Transporter agrees that in the event the High Plains capacity is increased through the addition of compression, Transporter shall seek incremental fuel charges on the expansion capacity.
- (3) **Surcharges, if applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

High Plains Gas Quality Control Surcharge:

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions as set forth in the Tariff, which provides that deliveries to Flying Hawk (FLY) will not be assessed this surcharge. Reservation rates shall be payable regardless of quantities transported.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions as set forth in the Tariff.

- (4) Quantities scheduled by Transporter from/to Primary, Secondary and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's EBB and pursuant to Section 4.3 of the General Terms and Conditions of the Tariff. If incrementally priced facilities are used on a secondary basis the charge for service should also include the incremental rate.

Firm Transportation Service Agreement
Rate Schedule TF-HP

between

Colorado Interstate Gas Company, L.L.C.

and

DCP Midstream Marketing, LLC
(Shipper)

Dated: July 20, 2018

Agreement No. 33761000-TFHPCIG

Transportation Service Agreement

Rate Schedule TF-HP

Dated: July 20, 2018

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. **Shipper:** DCP MIDSTREAM MARKETING, LLC
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.

The parties recognize that Transporter must construct additional facilities in order to provide Transportation Service for Shipper under this Agreement. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of all necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.
 - (ii) Transporter obtaining approval from senior management, and/or the approval of the management of WYCO Development LLC to construct and/or construct and lease to Transporter, a new receipt interconnect facility at or near the High Plains LaSalle Meter Station in Weld County, CO (La Salle #2 Meter Station), capable of measuring to approximately 100,000 to 300,000 Dth per day.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.

Recovery for Carbon Tax and Greenhouse Gas Costs: Subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, CIG shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by CIG attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (i) the cost of any carbon emissions

Agreement No. 33761000-TFHPCIG

tax or other greenhouse gas assessment that is imposed on CIG, (ii) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets, that CIG incurs to comply with any greenhouse gas laws, rules or regulations, and/or (iii) costs incurred under a voluntary program of greenhouse gas mitigation. If (i) CIG is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through CIG's FERC-approved recourse rates, then Shipper will agree to modify its negotiated reservation rate under the FTSA by the amount of CIG's maximum reservation rate under Rate Schedule TF-HP that is attributable to such costs.

8. **Negotiated Rate:** Yes X No _____

9. **Maximum Delivery Quantity (MDQ):**

| MDQ (Dth/d) | Effective |
|--------------------|--------------------------------|
| 150,000 | June 1, 2015 – March 31, 2025 |
| 100,000 | April 1, 2025 – April 30, 2025 |
| 50,000 | May 1, 2025 – May 31, 2025 |

10. **Term of High Plains Firm Transportation Service:**

Beginning: April 1, 2015

Ending: May 31, 2025

A contractual right of first refusal shall apply to this agreement, pursuant to Section 4.9 of the General Terms and Conditions of the Tariff.

11. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

DCP Midstream Marketing LLC
5718 Westheimer, Suite 2000
Houston, TX 77057
Attn: Lisa Bonasin

All Notices:

DCP Midstream Marketing LLC
5718 Westheimer, Suite 2000
Houston, TX 77057
Attn: Lisa Bonasin

To Transporter:

See "Points of Contact" in the Tariff.

Agreement No. 33761000-TFHPCIG

12. **Effect on Prior Agreement:** When this Agreement becomes effective, it shall amend and restate the following agreement between the Parties: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 33761000-TFHPCIG, dated April 1, 2017.
13. **Creditworthiness:** Shipper shall maintain sufficient evidence of satisfaction of creditworthiness throughout the term of this Agreement, as follows:
 - (a) a demonstration that: (i) Shipper's senior unsecured debt securities are rated at least BBB- by Standard & Poor's Corporation ("S&P") or Baa3 by Moody's Investor Service ("Moody's") or Shipper's long-term issuer rating is at least A- by S&P or A3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's; and (iii) a sum of 12 months of anticipated charges under this Agreement is less than 10% of Shipper's tangible net worth; or
 - (b) a demonstration that the sum of 60 months of anticipated charges is less than 10% of Shipper's tangible net worth, and a demonstration that the Shipper's credit and financial history and outlook are acceptable to Transporter. Such determination shall be based upon Transporter's evaluation of: (i) Shipper's financial statements and auditors notes, annual report to shareholders, and annual report to regulators; (ii) trend analysis of financial ratios; (iii) bank and trade references or other information obtained that is relevant to Shipper's current and future financial strength and its ability to pay its obligations in a timely manner; (iv) Shipper's payment history to Transporter for services provided to Shipper; (v) whether Shipper is subject to any proceedings under any laws pertaining to bankruptcy, insolvency, liquidation, or debt reduction procedures and (vi) whether Shipper is subject to any recently filed substantial litigation either against Shipper or affecting Shipper's business prospects.
 - (c) As an alternative Shipper may satisfy its creditworthiness obligation by providing and maintaining, at its option: (i) an irrevocable letter of credit acceptable to Transporter; or (ii) a deposit in advance; or (iii) an irrevocable, unconditional guarantee acceptable to Transporter issued by another person or entity which satisfies the creditworthiness standards set forth in this section. Such letter of credit, deposit, or guarantee shall be equal to one (1) year of the negotiated reservation charge multiplied by the MDQ effective 2 months following the Effective Date.
14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

Agreement No. 33761000-TFHPCIG

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

COLORADO INTERSTATE GAS COMPANY, L.L.C.

DCP MIDSTREAM MARKETING, LLC

Gregory W. Ruben
Vice President, Business Development

By:_____

Name:_____

Title:_____

Accepted and agreed to this
_____ day of _____, 2018.

Accepted and agreed to this
_____ day of _____, 2018.

Exhibit A
to
Transportation Service Agreement
Rate Schedule TF-HP
between
Colorado Interstate Gas Company, L.L.C.
and
DCP Midstream Marketing, LLC
(Shipper)

Dated: July 20, 2018

Shipper's Maximum Delivery Quantity ("MDQ"): (See ¶9)
Effective Dates: (See ¶9)

| <i>Primary Point(s) of Receipt (1)</i> | <i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i> | <i>Minimum Receipt Pressure (p.s.i.g.) (4)</i> | <i>Maximum Receipt Pressure (p.s.i.g.) (4)</i> |
|--|---|--|--|
| 47999 DCP OPER/CIG LUCERNE RECEIPT | (See ¶9) | Sufficient to enter Transporter's Facilities | 1,200 |

| <i>Primary Point(s) of Delivery (1)</i> | <i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i> | <i>Minimum Delivery Pressure (p.s.i.g.) (4)</i> | <i>Maximum Delivery Pressure (p.s.i.g.) (4)</i> |
|---|--|---|---|
| 800245 WIC/CIG (FLY) FLYING HAWK WELD | (See ¶9) | 1,000 | 1,200 |

NOTES:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

Agreement No. 33761000-TFHPCIG

Exhibit B
to
Transportation Service Agreement
Rate Schedule TF-HP
between
Colorado Interstate Gas Company, L.L.C.
and
DCP Midstream Marketing, LLC
(Shipper)

Dated: July 20, 2018

| <i>Primary Point(s) of Receipt</i> | <i>Primary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (4)</i> | <i>Commodity Rate (4)</i> | <i>Authorized Overrun Rate</i> | <i>Fuel Reimbursement(4)</i> | <i>Surcharges</i> |
|--|---|---|---------------------------------|-------------------------------|------------------------------------|----------------------------------|-------------------|
| As listed on Exhibit A | As listed on Exhibit A | June 30, 2017- The day before the later of the in-service date of the metering upgrades at DCP's LaSalle 2 Meter Station or April 1, 2019 | (1a) | (1c) | (1) | (2) | (3) |
| As listed on Exhibit A | As listed on Exhibit A | The later of the in-service date of the metering upgrades at DCP's LaSalle 2 Meter Station or April 1, 2019 – May 31, 2025 | (1b) | (1c) | (1) | (2) | (3) |

Agreement No. 33761000-TFHPCIG

EXHIBIT B CONT'D

| <i>Primary and Secondary Point(s) of Receipt</i> | <i>Primary and Secondary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (4)</i> | <i>Commodity Rate (4)</i> | <i>Fuel Reimbursement(4)</i> | <i>Surcharges</i> |
|--|---|--|---------------------------------|-------------------------------|----------------------------------|-------------------|
| All High Plains | All High Plains | June 30, 2017 – The day before the later of the in- service date of the metering upgrades at DCP's LaSalle 2 Meter Station or April 1, 2019 | (1a) | (1c) | (2) | (3) |
| All High Plains | All High Plains | The later of the in- service date of the metering upgrades at DCP's LaSalle 2 Meter Station or April 1, 2019 – May 31, 2025 | (1b) | (1c) | (2) | (3) |
| All | All | (See ¶19) | (1) | (1) | (2) | (3) |

NOTES:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-HP or other superseding Rate Schedules, as such rates may be changed from time to time. Reservation rates shall be payable regardless of quantities transported. All entitlement or quantities scheduled by Transporter on the CIG mainline or North Raton Lateral facilities shall be subject, as applicable, to the appropriate mainline and/or the North Raton Lateral incremental reservation and commodity rates.
- (1a) Unless otherwise agreed by the Parties in writing, the rate for service shall be a negotiated reservation rate of \$2.9018 per Dth per month. For illustrative purposes only, the negotiated reservation rate for service to Flying Hawk is \$0.0954 per Dth per day on a 100% load factor basis
- (1b) Unless otherwise agreed by the Parties in writing, the rate for service shall be a negotiated reservation rate of \$3.2668 per Dth per month. For illustrative purposes only, the negotiated reservation rate for service to Flying Hawk is \$0.1074 per Dth per day on a 100% load factor basis.
- (1c) Unless otherwise agreed by the Parties in writing, the rate for service shall be a negotiated commodity rate of \$0.0000 per Dth per month.
- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

Agreement No. 33761000-TFHPCIG

EXHIBIT B CONT'D

(3) **Surcharges, If Applicable:**

All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

High Plains Gas Quality Control Surcharge:

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions as set forth in the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions as set forth in the Tariff.

- (4) Quantities scheduled by Transporter from/to Primary, Secondary and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's EBB and pursuant to Section 4.3 of the General Terms and Conditions of the Tariff. If incrementally priced facilities are used on a secondary basis the charge for service should also include the incremental rate.

Agreement No. 213006-TF1CIG

**FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1**

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

ANADARKO ENERGY SERVICES COMPANY
(Shipper)

DATED: March 30, 2017

Agreement No. 213006-TF1CIG

Transportation Service Agreement

Rate Schedule TF-1

Dated: March 30, 2017

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.**
2. **Shipper: ANADARKO ENERGY SERVICES COMPANY**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.

The parties recognize that Transporter must construct additional facilities in order to provide Transportation Service for Shipper under this Agreement. Parties agree that on in-service date the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt by Transporter of all necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The construction of back pressure regulation at or near its Watkins Compressor Station facility in Weld County Colorado to provide firm capacity from Shipper's receipt point(s) on CIG Lines 5A&B to high pressure pool delivery points at Cheyenne. The target date for the completion of these facilities will be August 31, 2017. CIG proposes to construct these facilities under its FERC blanket authorization and will seek rolled-in rate treatment of the cost of these facilities with CIG's existing facilities.

Agreement No. 213006-TF1CIG

- (iii) The occurrence of the In-Service Date of the entirety of the additional facilities as described above on or before March 31, 2018, which condition is solely for the benefit of Shipper and only Shipper shall have the right to waive such condition precedent.
 - (iv) The maintenance by Shipper of sufficient evidence of satisfaction of creditworthiness in accordance with Section 4.14 of CIG's FERC Gas Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
 7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
 8. **Negotiated Rate:** Yes X No
 9. **Maximum Delivery Quantity (MDQ):**

| MDQ (Dth/day) | Effective |
|------------------|---|
| 165,000 | The later of the In-Service Date of the back pressure regulation, provided however that if the In-Service Date occurs on any day other than the first day of the month, the term of service will commence three days following the In-Service Date; or September 1, 2017. |
| 241,290 | The later of (i) the In-Service Date of the back pressure regulation, provided however that if the In-Service Date occurs on any day other than the first day of the month, the term of service will commence three days following the In-Service Date; or (ii) November 1, 2017. |

This schedule of MDQs is based on the expectation that the In-Service Date of the back pressure regulation will occur prior to November 1st. If that In-Service Date does not occur until after November 1, 2017, then the MDQ will start at 51,290 dth/day on November 1, 2017 and will increase to 241,290 on the In-Service Date of the back pressure regulation (unless that In-Service Date occurs on any day other than the first day of the month, in which case the term of service will commence three days following the In-Service Date). In such event, Transporter and Shipper shall revise this Agreement to restate this ¶9 and to make corresponding revisions to the Point of Receipt and Point of Delivery quantities listed in Exhibit A to this Agreement.

Agreement No. 213006-TF1CIG

10. ***Term of Firm Transportation Service:*** Beginning: September 1, 2017
Ending: The later of October 31, 2027 or
10 years and 2 months following
the last of the effective dates
described in ¶9

A contractual right of first refusal shall apply to this agreement, pursuant to Section 4.9 of the General Terms and Conditions of the Tariff.

11. ***Notices, Statements, and Bills:***

To Shipper:

Invoices:

ANADARKO ENERGY SERVICES COMPANY
1099 18TH STREET
DENVER, CO 80202
Attn: Accounting Supervisor, Operational Accounting

All Notices:

ANADARKO ENERGY SERVICES COMPANY
1099 18TH STREET
DENVER, CO 80202
Attn: Regional Manager, Natural Gas Marketing

To Transporter:

See “Points of Contact” in the Tariff.

12. ***Effect on Prior Agreement(s):*** When this Agreement becomes effective, it shall supersede and cancel the following agreement between the Parties: The Transportation Precedent Agreement between Transporter and Shipper, referred to as Transporter’s Agreement No. 19387, dated February 16, 2017.
13. ***Municipality Limited Liability:*** N/A.
14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

**COLORADO INTERSTATE GAS COMPANY,
L.L.C.**

Accepted and agreed to this
_____ day of _____, 2017.

SHIPPER:

**ANADARKO ENERGY SERVICES
COMPANY**

Accepted and agreed to this
_____ day of _____, 2017.

Agreement No. 213006-TF1CIG

EXHIBIT A

to

**FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1**

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

ANADARKO ENERGY SERVICES COMPANY
(Shipper)

DATED: March 30, 2017

Shipper's Maximum Delivery Quantity (MDQ): (See ¶9)

| <i>Primary Point(s) of Receipt (1)</i> | <i>Effective Dates</i> | <i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i> | <i>Minimum Receipt Pressure (p.s.i.g.) (4)</i> | <i>Maximum Receipt Pressure (p.s.i.g.) (4)</i> |
|---|------------------------|---|---|--|
| 291761 KERRMCGE/CIG (PTV) PLATTE VALLEY WE | (See ¶9) | 76,000 | Sufficient Pressure to Enter Transporter's Facilities | 850 |
| 800759 WGRASSET/CIG (WAT) WATKINS ADAMS | (See ¶9) | 89,000 | Sufficient Pressure to Enter Transporter's Facilities | 920 |
| 291761 KERRMCGE/CIG (PTV) PLATTE VALLEY WE | (See ¶9) | 134,290 | Sufficient Pressure to Enter Transporter's Facilities | 850 |
| 800759 WGRASSET/CIG (WAT) WATKINS ADAMS | (See ¶9) | 107,000 | Sufficient Pressure to Enter Transporter's Facilities | 920 |

Agreement No. 213006-TF1CIG

EXHIBIT A (Cont.)

| <i>Primary Point(s) of Delivery (1)</i> | <i>Effective Dates</i> | <i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i> | <i>Minimum Delivery Pressure (p.s.i.g.) (4)</i> | <i>Maximum Delivery Pressure (p.s.i.g.) (4)</i> |
|---|------------------------|--|---|---|
| 800614 CIG/CPG (RCD) RED CLOUD METER STATI | (See ¶9) | 82,500 | 730 | 850 |
| 291661 TPC/CIG (TOM) TOMAHAWK WELD | (See ¶9) | 82,500 | 850 | 1000 |
| 800614 CIG/CPG (RCD) RED CLOUD METER STATI | (See ¶9) | 120,000 | 730 | 850 |
| 291661 TPC/CIG (TOM) TOMAHAWK WELD | (See ¶9) | 121,290 | 850 | 1000 |

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

Agreement No. 213006-TF1CIG

EXHIBIT B

to

**FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-1**

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

**ANADARKO ENERGY SERVICES COMPANY
 (Shipper)**

DATED: March 30, 2017

| <i>Primary Point(s) of Receipt</i> | <i>Primary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (4)</i> | <i>Commodity Rate (4)</i> | <i>Authorized Overrun Rates</i> | <i>Fuel Reimbursement (4)</i> | <i>Surcharges</i> |
|--|---|----------------------------|---------------------------------|-------------------------------|---|-----------------------------------|-------------------|
| | As listed in Exhibit A | (See ¶9) | (1a) | (1) | (1) | (2) | (3) |

| <i>Primary and Secondary Point(s) of Receipt</i> | <i>Primary and Secondary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (4)</i> | <i>Commodity Rate (4)</i> | <i>Fuel Reimbursement (4)</i> | <i>Surcharges</i> |
|--|---|----------------------------|---------------------------------|-------------------------------|-----------------------------------|-------------------|
| 291761 (PTV) PLATTE VALLEY 800759 (WAT) WATKINS 801159 (HAM) HAMBERT 800490 (NEF) NEFF LAKE 800272 (GIL) GILCREST 800421 (MEW) MEWBURN 800642 (ROG) ROGGEN And all future Anadarko and DCP operated Receipt Points on CIG Pipeline map Segments 218, 256 and 260 in the DJ/Wattenberg basin. | 800614 (RCD) RED CLOUD | (See ¶9) | (1a) | (1) | (2) | (3) |
| | 291661 (TOM) | | | | | |
| | TOMAHAWK | | | | | |
| | 896046 (PON) | | | | | |
| | PONDEROSA | | | | | |
| | 800212 (DOV) DOVER | | | | | |
| | 891989 (LPM) LODGEPOLE | | | | | |
| | 800058 (AHD) | | | | | |
| | ARROWHEAD | | | | | |
| | 800104 (BOW) BOWIE | | | | | |
| | 800769 (WEL) WELD | | | | | |
| | COUNTY | | | | | |
| | KN | | | | | |
| | 892247 (CZH) CRAZY | | | | | |
| | HORSE | | | | | |
| | 800139 (CHB) CHEYENNE | | | | | |
| | HUB | | | | | |
| | 800361 (LAP) LAKIN PEPL | | | | | |
| | PROCESSED | | | | | |
| | 800094 (BKP) BAKER PEPL | | | | | |
| | 800078 (BEA) BEAVER | | | | | |
| | 891044 (FOR) FORGAN | | | | | |
| | 800089 (BIG) BIG BLUE | | | | | |
| | 891129 (DUM) DUMAS | | | | | |
| | STATION | | | | | |
| All | All | (See ¶9) | (1) | (1) | (2) | (3) |

Agreement No. 213006-TF1CIG

EXHIBIT B
(Cont.)

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (1a) As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$3.6804, which shall be payable regardless of quantities transported. If, during the term of this Agreement, FERC approves the recovery by Transporter of the cost of any carbon emissions tax or other greenhouse gas assessment that is incurred by Transporter, but that recovery is only permitted through Transporter's FERC-approved recourse rates, then the negotiated fixed monthly reservation rate applicable to Shipper will be increased by the amount of Transporter's maximum reservation rate under Rate Schedule TF1 that is attributable to such costs.
- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) **Surcharges, if applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.

- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

Agreement No. 213526-TFHPCIG

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-HP

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

ANADARKO ENERGY SERVICES COMPANY
(Shipper)

DATED: October 3, 2017

Transportation Service Agreement

Rate Schedule TF-HP

Dated: October 3, 2017

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. **Shipper:** ANADARKO ENERGY SERVICES COMPANY
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.

The parties recognize that Transporter must construct additional facilities in order to provide Transportation Service for Shipper under this Agreement. Transporter's obligations under this Agreement are subject to the completion of facility modifications by Wyoming Interstate Company, L.L.C. ("WIC") as necessary to provide the off-system capacity included in this Agreement.

6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
8. **Negotiated Rate:** Yes ☒ No ☐
9. **Maximum Delivery Quantity (MDQ):**

MDQ
(Dth/day)

222,000

Effective

See ¶10

Agreement No. 213526-TFHPCIG

10. **Term of Firm Transportation Service:** Beginning: The later of (i) the completion date of the WIC facility modifications described in paragraph 5, above, or (ii) October 1, 2018 (the "In-Service Date")
- Ending: The later of December 31, 2033 or 15 years, 3 months after the In-Service Date

A contractual right of first refusal shall apply to this agreement, pursuant to Section 4.9 of the General Terms and Conditions of the Tariff.

11. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

ANADARKO ENERGY SERVICES COMPANY
P.O. BOX 1330
HOUSTON, TX 77251-1330
Attn: Accounts Payable

All Notices:

ANADARKO ENERGY SERVICES COMPANY
P.O. BOX 1330
HOUSTON, TX 77251-1330
Attn: Contract Administration

To Transporter:

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** N/A.
13. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

**COLORADO INTERSTATE GAS COMPANY,
L.L.C.**

Accepted and agreed to this

_____ day of _____, 2017.

SHIPPER:

ANADARKO ENERGY SERVICES COMPANY

Accepted and agreed to this

_____ day of _____, 2017.

EXHIBIT A
 to
 TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-HP
 between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
ANADARKO ENERGY SERVICES COMPANY
 (Shipper)

DATED: October 3, 2017

Shipper's Maximum Delivery Quantity ("MDQ"): (See ¶9)
 Effective Dates: (See ¶9)

| <i>Primary Point(s) of Receipt (1)</i> | <i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i> | <i>Minimum Receipt Pressure (p.s.i.g.) (4)</i> | <i>Maximum Receipt Pressure (p.s.i.g.) (4)</i> |
|--|---|---|--|
| 800360 KERRMCGE/CIG (LAN) LANCASTER METER | 222,000 | Sufficient Pressures to Enter Transporter's Facilities | 1270 |

| <i>Primary Point(s) of Delivery (1)</i> | <i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i> | <i>Minimum Delivery Pressure (p.s.i.g.) (4)</i> | <i>Maximum Delivery Pressure (p.s.i.g.) (4)</i> |
|---|--|---|---|
| 800716 WIC/CPG (TDC) THUNDER CHIEF | 111,000 | WIC's Line Pressure at this Location | 1000 |
| 896002 TPC/WIC (DUL) DULLKNIFE | 111,000 | WIC's Line Pressure at this Location | 1000 |

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

Agreement No. 213526-TFHPCIG

EXHIBIT B
 to
 TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-HP
 between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
ANADARKO ENERGY SERVICES COMPANY
 (Shipper)

DATED: October 3, 2017

| <i>Primary Point(s) of Receipt</i> | <i>Primary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (1) (4)</i> | <i>Commodity Rate (4)</i> | <i>Authorized Overrun Rate</i> | <i>Fuel Reimbursement (4)</i> | <i>Surcharges</i> |
|--|---|----------------------------|-------------------------------------|-------------------------------|--|-----------------------------------|-------------------|
| As listed on Exhibit A | As listed on Exhibit A | (See ¶9) | (1a) | (1) | (1) | (2) | (3) |

| <i>Primary and Secondary Point(s) of Receipt</i> | <i>Primary and Secondary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (1) (4)</i> | <i>Commodity Rate (4)</i> | <i>Fuel Reimbursement (4)</i> | <i>Surcharges</i> |
|--|---|----------------------------|-------------------------------------|-------------------------------|---------------------------------------|-------------------|
| All existing and new High Plains Points of Receipt | All existing and new High Plains Points of Delivery | | | | | |
| | 896002 Dullknife (DUL) | | | | | |
| | 800716 Thunder Chief (TDC) | | | | | |
| | 800184 Curley (CUR) | | | | | |
| | 800104 Bowie (BOW) | (See ¶9) | (1a) | (1) | (2) | (3) |
| | 896021 Rockport (RKP) | | | | | |
| | 896018 Little Wolf (LTW) | | | | | |
| | 896026 Owl Creek (OWL) | | | | | |
| | 896084 Sitting Bull (STB) | | | | | |
| | 800212 Dover (DOV) | | | | | |
| | 800245 Flying Hawk (FLY) | | | | | |
| All Other | All Other | (See ¶9) | (1b) | (1) | (2) | (3) |

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-HP or other superseding Rate Schedules, as such rates may be changed from time to time. Reservation rates shall be payable regardless of quantities transported. All entitlement or quantities scheduled by Transporter on the CIG mainline or North Raton Lateral facilities shall be subject, as applicable, to the appropriate mainline and/or the North Raton Lateral incremental reservation and commodity rates.

Agreement No. 213526-TFHPCIG

EXHIBIT B (Cont.)

Notes:

- (1a) As provided in Section 4.14 of the General Terms and Conditions of Transporter's Tariff, the Parties agree, the rate for service shall be a negotiated reservation rate of \$3.6500 per Dth per month, which shall be payable regardless of quantities transported. If, during the term of this Agreement, FERC approves the recovery by Transporter of the cost of any carbon emissions tax or other greenhouse gas assessment that is incurred by Transporter, but that recovery is only permitted through Transporter's FERC-approved recourse rates, then the negotiated reservation rate applicable to Shipper will be increased by the amount of Transporter's maximum reservation rate under Rate Schedule TF-HP that is attributable to such costs.
- (1b) Service utilizing other secondary points shall be at the negotiated rate described in Note (1a) above, plus any incremental charge for service, as stated on Part II: Statement of Rates in the Tariff, on the CIG mainline or North Raton Lateral or any other secondary point of delivery using the off-system capacity on WIC.
- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) **Surcharges, if applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

High Plains Gas Quality Control Surcharge:

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions as set forth in the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions as set forth in the Tariff.

- (4) Quantities scheduled by Transporter from/to Primary, Secondary and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's EBB and pursuant to Section 4.3 of the General Terms and Conditions of the Tariff. If incrementally priced facilities are used on a secondary basis the charge for service should also include the incremental rate.

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

DCP MIDSTREAM MARKETING, LLC
(Shipper)

DATED: May 29, 2018

Transportation Service Agreement

Rate Schedule TF-1

Dated: May 29, 2018

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.**
2. **Shipper: DCP MIDSTREAM MARKETING, LLC**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.

The parties recognize that Transporter must construct additional facilities in order to provide Transportation Service for Shipper under this Agreement. Parties agree that on in-service date the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

(i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.

(ii) The modification of the existing compression facilities at the CIG Cheyenne yard in Weld County, Colorado to provide firm capacity from points of receipt in Weld County, Colorado to high pressure pool delivery points at Cheyenne. The compressor modifications are referred to as the "Expansion Facilities". The target date for the completion of these facilities will be September 30, 2018. CIG proposes to construct these Expansion Facilities under its FERC blanket authorization (Prior Notice).

6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff. Agreement No. 213517-TF1CIG
8. **Negotiated Rate:** Yes _____ No X

9. **Maximum Delivery Quantity (MDQ):**

| MDQ (Dth/day) | Effective |
|------------------|-----------|
| 180,000 | See ¶10 |

10. **Term of Firm Transportation Service:** Beginning: The later of (i) three days following the In-Service Date of the additional facilities described in Paragraph 5; or (ii) October 1, 2018 (the "Commencement Date").
- Ending: Seven Years following the Commencement Date

A contractual right of first refusal shall apply to this agreement, pursuant to Section 4.9 of the General Terms and Conditions of the Tariff.

11. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

DCP MIDSTREAM MARKETING, LLC
 5718 WESTHEIMER, SUITE 1900
 HOUSTON, TX 77057
 Attn: Accounts Payable

All Notices:

DCP MIDSTREAM MARKETING, LLC
 5718 WESTHEIMER, SUITE 1900
 HOUSTON, TX 77057
 Attn: Contract Administration

To Transporter:

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement between the Parties: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 213517-TF1CIG, dated November 13, 2017.
13. **Municipality Limited Liability:** N/A.
14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
15. **Conditions to Obligations of Shipper:** The obligations of Shipper hereunder are subject to the occurrence of the In-Service Date of the entirety of the additional facilities as described above on or before March 1, 2019, which condition is solely for the benefit of Shipper and only Shipper shall have the right to waive such conditions precedent.

Agreement No. 213517-TF1CIG

16. **Creditworthiness:** Shipper shall demonstrate creditworthiness equal to two (2) years of anticipated charges for the transportation capacity. CIG will assess the creditworthiness of Shipper in accordance with Section 4.14 of CIG's FERC Gas Tariff.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

**COLORADO INTERSTATE GAS COMPANY,
L.L.C.**

Accepted and agreed to this
_____ day of _____, 2018.

SHIPPER:

DCP MIDSTREAM MARKETING, LLC

Accepted and agreed to this
_____ day of _____, 2018.

Agreement No. 213517-TF1CIG

EXHIBIT A

to

**FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-1**

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

DCP MIDSTREAM MARKETING, LLC
 (Shipper)

DATED: May 29, 2018

Shipper's Maximum Delivery Quantity (MDQ): (See ¶9)

| <i>Primary Point(s) of Receipt (1)</i> | <i>Effective Dates</i> | <i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i> | <i>Minimum Receipt Pressure (p.s.i.g.) (4)</i> | <i>Maximum Receipt Pressure (p.s.i.g.) (4)</i> |
|--|------------------------|---|---|--|
| 49945 DCP OPER/CIG BOURN RECEIPT WELD | (See ¶9) | 90,000 | Sufficient Pressure to Enter Transporter's Facilities | 850 |
| 800421 DCP OPER/CIG (MEW) MEWBOURN WELD | (See ¶9) | 90,000 | Sufficient Pressure to Enter Transporter's Facilities | 850 |

| <i>Primary Point(s) of Delivery (1)</i> | <i>Effective Dates</i> | <i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i> | <i>Minimum Delivery Pressure (p.s.i.g.) (4)</i> | <i>Maximum Delivery Pressure (p.s.i.g.) (4)</i> |
|---|------------------------|--|---|---|
| 800104 WIC/CIG (BOW) BOWIE WELD | (See ¶9) | 180,000 | 920 | 1000 |

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

Ex. A-1

Agreement No. 213517-TF1CIG

EXHIBIT B

to

**FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-1**

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

DCP MIDSTREAM MARKETING, LLC
 (Shipper)

DATED: May 29, 2018

| <i>Primary Point(s) of Receipt</i> | <i>Primary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (1)(4)</i> | <i>Commodity Rate (4)</i> | <i>Authorized Overrun Rates</i> | <i>Fuel Reimbursement (4)</i> | <i>Surcharges</i> |
|--|---|-----------------------------------|------------------------------------|-------------------------------|---|---------------------------------------|-------------------|
| As listed in Exhibit A | As listed in Exhibit A | Commencement Date – 4 years | (1a) | (1) | (1) | (2) | (3) |
| As listed in Exhibit A | As listed in Exhibit A | Last 3 years of the contract term | (1b) | (1) | (1) | (2) | (3) |

| <i>Primary and Secondary Point(s) of Receipt</i> | <i>Primary and Secondary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (1)(4)</i> | <i>Commodity Rate (4)</i> | <i>Fuel Reimbursement (4)</i> | <i>Surcharges</i> |
|---|---|-----------------------------|------------------------------------|-------------------------------|---------------------------------------|-------------------|
| 49945 BOURN 291761 (PTV) PLATTE VALLEY 800759 (WAT) WATKINS 801159 (HAM) HAMBERT 800490 (NEF) NEFF LAKE 800272 (GIL) GILCREST 800421 (MEW) MEWBOURN 800642 (ROG) ROGGEN 800683 (SIN) SINGING GRASS And all future Anadarko and DCP operated Receipt Points on CIG Pipeline map Segments 218, 256 and 260 in the DJ/Wattenberg basin. | 800614 (RCD) RED CLOUD | Commencement Date – 4 years | (1a) | (1) | (2) | (3) |
| | 291661 (TOM) TOMAHAWK | | | | | |
| | 896046 (PON) PONDEROSA | | | | | |
| | 800212 (DOV) DOVER | | | | | |
| | 891989 (LPM) LODGEPOLE | | | | | |
| | 800058 (AHD) ARROWHEAD | | | | | |
| | 800104 (BOW) BOWIE | | | | | |
| | 800769 (WEL) WELD COUNTY | | | | | |
| | KN | | | | | |
| | 892247 (CZH) CRAZY HORSE | | | | | |
| | 800139 (CHB) CHEYENNE | | | | | |
| | HUB | | | | | |
| | 800361 (LAP) LAKIN PEPL | | | | | |
| | PROCESSED | | | | | |
| | 800094 (BKP) BAKER PEPL | | | | | |
| | 800078 (BEA) BEAVER | | | | | |
| | 891044 (FOR) FORGAN | | | | | |
| | 800089 (BIG) BIG BLUE | | | | | |
| | 891129 (DUM) DUMAS | | | | | |
| | STATION | | | | | |
| | 49945 BOURN | | | | | |
| | 800421 (MEW) MEWBOURN | | | | | |
| | 49849 GODFREY BOTTOMS | | | | | |
| | 800683 (SIN) SINGING GRASS | | | | | |
| All | All | (See ¶19) | (1) | (1) | (2) | (3) |

Ex. B-1

**EXHIBIT B
(Cont.)**

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (1a) As provided in Section 4.16 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following discount rate(s) \$3.5892 per Dth per month, which shall be payable regardless of quantities transported. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff. If, during the term of this Agreement, FERC approves the recovery by Transporter of the cost of any carbon emissions tax or other greenhouse gas assessment that is incurred by Transporter, but that recovery is only permitted through Transporter's FERC-approved recourse rates, then the discounted reservation rate applicable to Shipper will be increased by the amount of Transporter's maximum reservation rate under Rate Schedule TF-1 that is attributable to such costs.
- (1b) As provided in Section 4.16 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following discount rate(s) \$3.0417 per Dth per month, which shall be payable regardless of quantities transported. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff. If, during the term of this Agreement, FERC approves the recovery by Transporter of the cost of any carbon emissions tax or other greenhouse gas assessment that is incurred by Transporter, but that recovery is only permitted through Transporter's FERC-approved recourse rates, then the discounted reservation rate applicable to Shipper will be increased by the amount of Transporter's maximum reservation rate under Rate Schedule TF-1 that is attributable to such costs.
- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) **Surcharges, if applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.

- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

Agreement No 216430-TF1CIG

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

ROCKY MOUNTAIN MIDSTREAM LLC
(Shipper)

DATED: September 25, 2019

Transportation Service Agreement

Rate Schedule TF-1

Dated: September 25, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. **Shipper:** ROCKY MOUNTAIN MIDSTREAM LLC
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
8. **Negotiated Rate:** Yes _____ No X
9. **Maximum Delivery Quantity (MDQ):**

| MDQ (Dth/day) | Effective |
|------------------|-------------------------------------|
| 50,000 | October 1, 2019 - November 15, 2026 |

10. **Term of Firm Transportation Service:** Beginning: October 1, 2019
Ending: November 15, 2026

A contractual right of first refusal shall apply to this agreement, pursuant to Section 4.9 of the General Terms and Conditions of the Tariff.

Agreement No 216430-TF1CIG

11. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

ROCKY MOUNTAIN MIDSTREAM LLC
One Williams Center
Tulsa, OK 74172
Attn: G&P Accounting, WRC-2

All Notices:

ROCKY MOUNTAIN MIDSTREAM LLC
One Williams Center
Tulsa, OK 74172
Attn: Commercial Contracts, WRC-3
CommercialContracts@Williams.com

To Transporter:

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** None, however, this capacity was obtained through a permanent release of capacity by Southwest Energy, L.P., Transporter Agreement No. 214483-TF1CIG, per FERC order Docket No. RP19-1384-000.
13. **Municipality Limited Liability:** N/A.
14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
15. **Creditworthiness:** Shipper shall demonstrate creditworthiness equal to two (2) years of anticipated charges for the transportation capacity. CIG will assess the creditworthiness of Shipper in accordance with Section 4.14 of CIG's FERC Gas Tariff.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

COLORADO INTERSTATE GAS COMPANY, L.L.C

Accepted and agreed to this

_____ day of _____, 2019.

SHIPPER:

ROCKY MOUNTAIN MIDSTREAM LLC

Accepted and agreed to this

_____ day of _____, 2019.

Agreement No. 216430-TF1CIG

EXHIBIT A
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
ROCKY MOUNTAIN MIDSTREAM LLC
(Shipper)

DATED: September 25, 2019

Shipper's Maximum Delivery Quantity (MDQ): (See ¶9)
Effective Dates: (See ¶9)

| <i>Primary Point(s) of Receipt (1)</i> | <i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i> | <i>Minimum Receipt Pressure (p.s.i.g.) (4)</i> | <i>Maximum Receipt Pressure (p.s.i.g.) (4)</i> |
|---|---|---|--|
| 49051 ROCKYMTN/CIG PRAIRIE WOLF RECEIPT W | 50,000 | Sufficient Pressure to Enter Transporter's Facilities | 850 |

| <i>Primary Point(s) of Delivery (1)</i> | <i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i> | <i>Minimum Delivery Pressure (p.s.i.g.) (4)</i> | <i>Maximum Delivery Pressure (p.s.i.g.) (4)</i> |
|---|--|---|---|
| 800104 WIC/CIG (BOW) BOWIE WELD | 50,000 | 920 | 1440 |

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

Ex. A-1

EXHIBIT B

to

**FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-1**

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

ROCKY MOUNTAIN MIDSTREAM LLC
 (Shipper)

DATED: September 25, 2019

| <i>Primary Point(s) of Receipt</i> | <i>Primary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (1)(4)</i> | <i>Commodity Rate (4)</i> | <i>Authorized Overrun Rates</i> | <i>Fuel Reimbursement (4)</i> | <i>Surcharges</i> |
|--|---|------------------------|------------------------------------|-------------------------------|---|---------------------------------------|-------------------|
| As listed in Exhibit A | As listed in Exhibit A | (See ¶19) | (1a) | (1) | (1) | (2) | (3) |

| <i>Primary and Secondary Point(s) of Receipt</i> | <i>Primary and Secondary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (1)(4)</i> | <i>Commodity Rate (4)</i> | <i>Fuel Reimbursement (4)</i> | <i>Surcharges</i> |
|--|---|----------------------------|------------------------------------|-------------------------------|---------------------------------------|-------------------|
| 49051 PRAIRIE WOLF | 800614 (RCD) RED CLOUD | | | | | |
| 291761 (PTV) PLATTE VALLEY | 291661 (TOM) TOMAHAWK | | | | | |
| 800759 (WAT) WATKINS | 896046 (PON) PONDEROSA | | | | | |
| 801159 (HAM) HAMBERT | 800212 (DOV) DOVER | | | | | |
| 800212 (DOV) DOVER | 891989 (LPM) LODGEPOLE | | | | | |
| 800490 (NEF) NEFF LAKE | 800058 (AHD) ARROWHEAD | | | | | |
| 800272 (GIL) GILCREST | 800104 (BOW) BOWIE | | | | | |
| 800421 (MEW) MEWBOURN | 800769 (WEL) WELD COUNTY | | | | | |
| 800642 (ROG) ROGGEN | KN | (See ¶19) | (1a) | (1) | (2) | (3) |
| 53893 HIGH FIVE | 892247 (CZH) CRAZY HORSE | | | | | |
| All future Rocky Mountain | 800139 (CHB) CHEYENNE | | | | | |
| Midstream, Anadarko and DCP | HUB | | | | | |
| receipt points on CIG Pipeline | 800361 (LAP) LAKIN PEPL | | | | | |
| map Segments 218, 256 and | PROCESSED | | | | | |
| 260 in the DJ/Wattenberg | 800094 (BKP) BAKER PEPL | | | | | |
| basin. | 800078 (BEA) BEAVER | | | | | |
| | 891044 (FOR) FORGAN | | | | | |
| | 800089 (BIG) BIG BLUE | | | | | |
| | 891129 (DUM) DUMAS | | | | | |
| | STATION | | | | | |
| All | All | (See ¶19) | (1) | (1) | (2) | (3) |

Ex. B-1

EXHIBIT B
(Cont.)

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (1a) As provided in Section 4.16 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following discount rate(s) \$3.0417 per Dth per month, which shall be payable regardless of quantities transported. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff. If, during the term of this Agreement, FERC approves the recovery by Transporter of the cost of any carbon emissions tax or other greenhouse gas assessment that is incurred by Transporter, but that recovery is only permitted through Transporter's FERC-approved recourse rates, then the discounted reservation rate applicable to Shipper will be increased by the amount of Transporter's maximum reservation rate under Rate Schedule TF-1 that is attributable to such costs.
- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) **Surcharges, if applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.

- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

Ex. B-2

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

BLACK HILLS SERVICE COMPANY, LLC
(Shipper)

DATED: August 15, 2018

Transportation Service Agreement

Rate Schedule TF-1

Dated: October 1, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.**
2. **Shipper: BLACK HILLS SERVICE COMPANY, LLC**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.

The parties recognize that Transporter must construct additional facilities in order to provide Transportation Service for Shipper under this Agreement. Parties agree that on in-service date the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits, and other authorizations for the additional facilities in a form and substance satisfactory to Transporter in its sole discretion; and
 - (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.
 - (iii) Construction of a new delivery meter station ("Silvertip" Meter Station) to connect with Black Hills Shoshone Pipeline, LLC in Park County, WY (the "Project Facilities")
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.

7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.

Recovery for Carbon Tax and Greenhouse Gas Costs: Subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, CIG shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by CIG attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (i) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on CIG, (ii) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets, that CIG incurs to comply with any greenhouse gas laws, rules or regulations, and/or (iii) costs incurred under a voluntary program of greenhouse gas mitigation. If (i) CIG is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through CIG's FERC-approved recourse rates, then Shipper will agree to modify its negotiated reservation rate under the FTSA by the amount of CIG's maximum reservation rate under Rate Schedule TF-1 that is attributable to such costs.

8. **Negotiated Rate:** Yes _____ No X

9. **Maximum Delivery Quantity (MDQ):**

| MDQ (Dth/day) | Effective |
|------------------|-----------|
| 15,000 | See ¶10 |

10. **Term of Firm Transportation Service:**

Beginning: The later of the In-Service Date of the Project Facilities; or
July 1, 2019 (the "Commencement Date")
Ending: Ten (10) years following the Commencement Date.

A contractual right of first refusal shall apply to this agreement, pursuant to Section 4.9 of the General Terms and Conditions of the Tariff.

11. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

BLACK HILLS SERVICE COMPANY, LLC
PO Box 1400
Rapid City, SD 57709-1400
Attn: Gas Accounting

All Notices:

BLACK HILLS SERVICE COMPANY, LLC
1102 E. 1st Street
Papillion, NE 68046
Attn: Jody Chittenden, Contract Administration
Jody.Chittenden@blackhillscorp.com

To Transporter:

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement between the Parties: The Transportation Precedent Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 214187-PACIG, dated May 14, 2018.
13. **Creditworthiness:** Shipper shall maintain sufficient evidence of satisfaction of creditworthiness throughout the term of this Agreement, as follows:
 - (a) Shipper must satisfy the creditworthiness requirements of CIG's Tariff.
 - (b) Demonstrate creditworthiness equal to two (2) years of anticipated charges.
14. **Municipality Limited Liability:** N/A.
15. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

**COLORADO INTERSTATE GAS COMPANY,
L.L.C.**

BLACK HILLS SERVICE COMPANY. LLC

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2019.

_____ day of _____, 2019.

Agreement No. 214677-TF1CIG

EXHIBIT A
 to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
 between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
BLACK HILLS SERVICE COMPANY, LLC
 (Shipper)

DATED: October 1, 2019

Shipper's Maximum Delivery Quantity (MDQ): (See ¶9)
 Effective Dates: (See ¶10)

| <i>Primary Point(s) of Receipt (1)</i> | <i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i> | <i>Minimum Receipt Pressure (p.s.i.g.) (4)</i> | <i>Maximum Receipt Pressure (p.s.i.g.) (4)</i> |
|--|---|---|--|
| 800212 (DOV) Dover | 15,000 | Sufficient Pressure to Enter Transporter's Facilities | 1000 |

| <i>Primary Point(s) of Delivery (1)</i> | <i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i> | <i>Minimum Delivery Pressure (p.s.i.g.) (4)</i> | <i>Maximum Delivery Pressure (p.s.i.g.) (4)</i> |
|---|--|---|---|
| 50473 Silvertip Meter Station | 15,000 | Transporter's Line Pressure At this Location | 1100 |

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

Ex. A-1

Agreement No. 214677-TF1CIG

EXHIBIT B
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
BLACK HILLS SERVICE COMPANY, LLC
(Shipper)
DATED: October 1, 2019

| <i>Primary Point(s) of Receipt</i> | <i>Primary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (4)</i> | <i>Commodity Rate (4)</i> | <i>Authorized Overrun Rates</i> | <i>Fuel Reimbursement (4)</i> | <i>Surcharges</i> |
|--|---|----------------------------|---------------------------------|-------------------------------|---|-----------------------------------|-------------------|
| As listed on Exhibit A | As listed on Exhibit A | (See ¶10) | (1a) | (1) | (1) | (2) | (3) |

| <i>Primary and Secondary Point(s) of Receipt</i> | <i>Primary and Secondary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (4)</i> | <i>Commodity Rate (4)</i> | <i>Fuel Reimbursement (4)</i> | <i>Surcharges</i> |
|---|---|----------------------------|---------------------------------|-------------------------------|---------------------------------------|-------------------|
| 800212 (DOV) Dover 827250 (MTS) Meeteetsee 891706 (CLS) Carlson 800493 (NHP) Northern Headstation Pool 800104 (BOW) Bowie | 50473 Silvertip Meter Station 897040 (COD) Cody | (See ¶10) | (1a) | (1) | (2) | (3) |
| All | All | (See ¶10) | (1) | (1) | (2) | (3) |

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (1a) As provided in Section 4.16 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following discount rate(s) \$5.6575 per Dth per month, which shall be payable regardless of quantities transported. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.
- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

Ex. B-1

EXHIBIT B CONT'D

(3) **Surcharges, if applicable:**

All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.

- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

Agreement No. 214627-TFHPCIG

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-HP

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

ROCKY MOUNTAIN MIDSTREAM LLC
(Shipper)

DATED: November 20, 2018

Transportation Service Agreement
Rate Schedule TF-HP

Dated: November 20, 2018

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. **Shipper:** ROCKY MOUNTAIN MIDSTREAM LLC
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.

The parties recognize that Transporter must construct additional facilities in order to provide Transportation Service for Shipper under this Agreement. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.
 - (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities; and
 - (iii) Shipper agrees to demonstrate creditworthiness equal to two (2) years of the greatest anticipated charges for the transportation capacity. CIG will assess the creditworthiness of Shipper in the manner described in the CIG FERC Gas Tariff, at Section 4.14 of the General Terms and Conditions.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
 7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.

Agreement No. 214627-TFHPCIG

8. **Negotiated Rate:** Yes X No

9. **Maximum Delivery Quantity (MDQ):**

| MDQ (Dth/day) | Effective |
|------------------|-----------|
| 410,000 | See ¶10 |

10. **Term of High Plains Firm Transportation Service:**

Beginning: The In-service date of the High Plains 2019
Expansion, anticipated June 1, 2019.
Ending: Ten years after the in-service date

A contractual right of first refusal shall apply to this agreement, pursuant to Section 4.9 of the General Terms and Conditions of the Tariff.

11. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

ROCKY MOUNTAIN MIDSTREAM LLC

One Williams Center

Tulsa, OK 74172

Attn: G&P Accounting WRC-2

All Notices:

ROCKY MOUNTAIN MIDSTREAM LLC

One Williams Center

Tulsa, OK 74172

Attn: Contract Administration

CommercialContracts@Williams.com

To Transporter:

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall amend and restate the following agreement between the Parties: The Firm Transportation Service Agreement between Transporter and Shipper (formerly Discovery DJ Services LLC), referred to as Transporter's Agreement No. 214627-TFHPCIG, dated August 20, 2018.

13. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

Agreement No. 214627-TFHPCIG

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

COLORADO INTERSTATE GAS COMPANY, L.L.C.

Accepted and agreed to this

_____ day of _____, 2019.

SHIPPER:

ROCKY MOUNTAIN MIDSTREAM LLC

By: Williams Rocky Mountain Midstream Operating, LLC, Its operator
By: Williams Rocky Mountain Midstream Holdings LLC, Its sole member
By: Williams MLP Operating, LLC, Its sole member

Accepted and agreed to this

_____ day of _____, 2019.

Agreement No. 214627-TFHPCIG

EXHIBIT A
 to
 TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-HP
 between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
ROCKY MOUNTAIN MIDSTREAM LLC
 (Shipper)

DATED: November 20, 2018

Shipper's Maximum Delivery Quantity ("MDQ"): (See ¶9)
 Effective Dates: (See ¶9)

| <i>Primary Point(s) of Receipt (1)</i> | <i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i> | <i>Minimum Receipt Pressure (p.s.i.g.) (4)</i> | <i>Maximum Receipt Pressure (p.s.i.g.) (4)</i> |
|--|---|---|--|
| 50608 Prairie Hound | (See ¶9) | Sufficient Pressure to Enter Transporter's Facilities | 1440 |

| <i>Primary Point(s) of Delivery (1)</i> | <i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i> | <i>Minimum Delivery Pressure (p.s.i.g.) (4)</i> | <i>Maximum Delivery Pressure (p.s.i.g.) (4)</i> |
|---|--|---|---|
| 53893 CIG 5C Lateral | (See ¶9) | Transporter's Line Pressure at this Location | 1440 |

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

Ex. A-1

Agreement No. 214627-TFHPCIG

EXHIBIT B
 to
 TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-HP
 between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
ROCKY MOUNTAIN MIDSTREAM LLC
 (Shipper)
 DATED: November 20, 2018

| <i>Primary Point(s) of Receipt</i> | <i>Primary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (4)</i> | <i>Commodity Rate (4)</i> | <i>Authorized Overrun Rate</i> | <i>Fuel Reimbursement (4)</i> | <i>Surcharges</i> |
|------------------------------------|-------------------------------------|----------------------------------|-----------------------------|---------------------------|--------------------------------|-------------------------------|-------------------|
| See Exhibit A | See Exhibit A | In service date through 6 months | (1a) | (1e) | (1) | (2) | (3) |
| See Exhibit A | See Exhibit A | Month 7 through Month 12 | (1b) | (1f) | (1) | (2) | (3) |
| See Exhibit A | See Exhibit A | Month 13 through Year 2 | (1c) | (1g) | (1) | (2) | (3) |
| See Exhibit A | See Exhibit A | Year 3 through Year 10 | (1d) | (1h) | (1) | (2) | (3) |

| <i>Primary and Secondary Point(s) of Receipt</i> | <i>Primary and Secondary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (4)</i> | <i>Commodity Rate (4)</i> | <i>Fuel Reimbursement (4)</i> | <i>Surcharges</i> |
|--|---|------------------------|-----------------------------|---------------------------|-------------------------------|-------------------|
| All | All | (See ¶9) | (1) | (1) | (2) | (3) |

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-HP or other superseding Rate Schedules, as such rates may be changed from time to time. Reservation rates shall be payable regardless of quantities transported. All entitlement or quantities scheduled by Transporter on the CIG mainline or North Raton Lateral facilities shall be subject, as applicable, to the appropriate mainline and/or the North Raton Lateral incremental reservation and commodity rates.
- (1a) As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to a negotiated reservation rate of \$2.0531 per Dth per month, which shall be payable on 75,000 Dth/day of capacity. For the remaining 335,000 Dth/day of Shipper's capacity a negotiated rate of \$0.00/Dth shall apply.
- (1b) As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to a negotiated reservation rate of \$2.0531 per Dth per month, which shall be payable on 125,000 Dth/day of capacity. For the remaining 285,000 Dth/day of Shipper's capacity a negotiated reservation rate of \$0.00/Dth shall apply.
- (1c) As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to a negotiated reservation rate of \$2.0531 per Dth per month, which shall be payable on 200,000 Dth/day of capacity. For the remaining 210,000 Dth/day of Shipper's capacity a negotiated rate of \$0.00/Dth shall apply.

Ex. B-1

Agreement No. 214627-TFHPCIG

EXHIBIT B
to
TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-HP
between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
ROCKY MOUNTAIN MIDSTREAM LLC
(Shipper)

DATED: November 20, 2018

- (1d) As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to a negotiated reservation rate of \$2.0531 per Dth per month, which shall be payable on 325,000 Dth/day of capacity. For the remaining 85,000 Dth/day of Shipper's capacity a negotiated rate of \$0.00/Dth shall apply.
- (1e) As provided in Section 4.17 of the General Terms and Conditions of the Transporter's Tariff, the Parties agree to a negotiated commodity rate of \$0.0000/Dth, which shall be applicable to the first 75,000 of Shipper's capacity, for any portion of Shipper's remaining 335,000 Dth of capacity that is used by Shipper in the month, a negotiated commodity rate of \$0.0675/Dth shall apply.
- (1f) As provided in Section 4.17 of the General Terms and Conditions of the Transporter's Tariff, the Parties agree to a negotiated commodity rate of \$0.0000/Dth, which shall be applicable to the first 125,000 of Shipper's capacity. For any portion of Shipper's remaining 285,000 Dth of capacity that is used by Shipper in the month, a negotiated commodity rate of \$0.0675/Dth shall apply.
- (1g) As provided in Section 4.17 of the General Terms and Conditions of the Transporter's Tariff, the Parties agree to a negotiated commodity rate of \$0.0000/Dth, which shall be applicable to the first 200,000 of Shipper's capacity. For any portion of Shipper's remaining 210,000 Dth of capacity that is used by Shipper in the month, a negotiated commodity rate of \$0.0675/Dth shall apply.
- (1h) As provided in Section 4.17 of the General Terms and Conditions of the Transporter's Tariff, the Parties agree to a negotiated commodity rate of \$0.0000/Dth, which shall be applicable to the first 325,000 of Shipper's capacity. For any portion of Shipper's remaining 85,000 Dth of capacity that is used by Shipper in the month, a negotiated commodity rate of \$0.0675/Dth shall apply.
- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) **Surcharges, if applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

High Plains Gas Quality Control Surcharge:
The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions as set forth in the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:
The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions as set forth in the Tariff.
- (4) Quantities scheduled by Transporter from/to Primary, Secondary and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's EBB and pursuant to Section 4.3 of the General Terms and Conditions of the Tariff. If incrementally priced facilities are used on a secondary basis the charge for service should also include the incremental rate.

Ex. B-2

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

ROCKY MOUNTAIN MIDSTREAM LLC
(Shipper)

DATED: July 3, 2019

Transportation Service Agreement

Rate Schedule TF-1

Dated: July 3, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.**
2. **Shipper: ROCKY MOUNTAIN MIDSTREAM LLC**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.

The parties recognize that Transporter must construct additional facilities in order to provide Transportation Service for Shipper under this Agreement. Parties agree that on in-service date the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.
 - (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.
 - (iii) Construction of a new receipt meter station to connect Transporter's Line No. 5C north of a proposed new interconnection with Transporter's High Plains Lateral at milepost 29 in Weld County, Colorado (the "Project Facilities").
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
 7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
 8. **Negotiated Rate:** Yes X No

Agreement No. 216137-TF1CIG

9. **Maximum Delivery Quantity (MDQ):**

| MDQ (Dth/day) | Effective |
|--------------------------|------------------|
| 50,000 | See ¶10 |

10. **Term of Firm Transportation Service:**

Beginning: The later of the in-service date of the Project Facilities or September 1, 2019 (the "Commencement Date")
Ending: Five (5) years and four (4) months following the Commencement Date.

A contractual right of first refusal shall apply to this agreement, pursuant to Section 4.9 of the General Terms and Conditions of the Tariff.

11. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

ROCKY MOUNTAIN MIDSTREAM LLC
7859 Walnut Hill Lane, Suite 335
Dallas, TX 75230

All Notices:

ROCKY MOUNTAIN MIDSTREAM LLC
7859 Walnut Hill Lane, Suite 335
Dallas, TX 75230

To Transporter:

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** N/A.

13. **Municipality Limited Liability:** N/A.

14. **Creditworthiness.** Shipper shall demonstrate and maintain creditworthiness equal to one (1) year of anticipated charges for the transportation capacity throughout the term of this Agreement. Transporter will assess the creditworthiness of Shipper in the manner described in Section 4.14 of the General Terms and Conditions of the Tariff.

15. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

Agreement No. 216137-TF1CIG

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

**COLORADO INTERSTATE GAS COMPANY,
L.L.C.**

Accepted and agreed to this

_____ day of _____, 2019.

SHIPPER:

ROCKY MOUNTAIN MIDSTREAM LLC

Accepted and agreed to this

_____ day of _____, 2019.

Agreement No. 216137-TF1CIG

EXHIBIT A
 to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
 between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
ROCKY MOUNTAIN MIDSTREAM LLC
 (Shipper)

DATED: July 3, 2019

Shipper's Maximum Delivery Quantity (MDQ): (See ¶19)
 Effective Dates: (See ¶19)

| <i>Primary Point(s) of Receipt (1)</i> | <i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i> | <i>Minimum Receipt Pressure (p.s.i.g.) (4)</i> | <i>Maximum Receipt Pressure (p.s.i.g.) (4)</i> |
|--|---|---|--|
| 53893 HIGH FIVE | 50,000 | Sufficient Pressure To Enter Transporter's Facilities | 1440 |

| <i>Primary Point(s) of Delivery (1)</i> | <i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i> | <i>Minimum Delivery Pressure (p.s.i.g.) (4)</i> | <i>Maximum Delivery Pressure (p.s.i.g.) (4)</i> |
|---|--|---|---|
| 800104 (BOW) BOWIE | 50,000 | Transporter's Line Pressure At This Location | 1440 |

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

Agreement No. 216137-TF1CIG

EXHIBIT B
 to
 FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-1
 between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
ROCKY MOUNTAIN MIDSTREAM LLC
 (Shipper)

DATED: July 3, 2019

| <i>Primary Point(s) of Receipt</i> | <i>Primary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (1)(4)</i> | <i>Commodity Rate (1)(4)</i> | <i>Authorized Overrun Rates</i> | <i>Fuel Reimbursement (4)</i> | <i>Surcharges</i> |
|------------------------------------|-------------------------------------|------------------------|--------------------------------|------------------------------|---------------------------------|-------------------------------|-------------------|
| As listed on Exhibit A | As listed on Exhibit A | (See ¶10) | (1a) | (1b) | (1) | (2) | (3) |

| <i>Primary and Secondary Point(s) of Receipt</i> | <i>Primary and Secondary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (1)(4)</i> | <i>Commodity Rate (1)(4)</i> | <i>Fuel Reimbursement (4)</i> | <i>Surcharges</i> |
|--|--|--|--------------------------------|------------------------------|-------------------------------|-------------------|
| 53893 HIGH FIVE 800490 NEFF LAKE 800272 GILCREST 49945 BOURN 801159 HAMBERT 800421 MEWBOURN 291761 PLATTE VALLEY 49051 PRAIRIE WOLF 49655 PRAIRIE DOG TBD Future Receipt Points on Transporter's Line No. 5C that become available within one year from the Commencement Date as stated in paragraph 10 | 800104 BOWIE 900212 DOVER 896002 DULLKNIFE 800245 FLYING HAWK 896018 LITTLE WOLF 896026 OWL CREEK 896021 ROCKPORT 896084 SITTING BULL 800716 THUNDER CHIEF 54079 DUCK CREEK | (See ¶10) | (1a) | (1b) | (2) | (3) |
| 50575 PIERCE | 800104 BOWIE 900212 DOVER 896002 DULLKNIFE 800245 FLYING HAWK 896018 LITTLE WOLF 896026 OWL CREEK 896021 ROCKPORT 896084 SITTING BULL 800716 THUNDER CHIEF 54079 DUCK CREEK | The in service date of 50575 PIERCE through the end date of this Agreement as specified in ¶10 | (1a) | (1b) | (2) | (3) |
| All | All | (See ¶10) | (1) | (1) | (2) | (3) |

EXHIBIT B
(Cont.)

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (1a) As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) \$3.6800 which shall be payable regardless of quantities transported.
- (1b) As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated commodity rate(s) \$0.0000.
- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) **Surcharges, if applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:
The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:
The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.
- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TI-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

COLORADO SPRINGS UTILITIES
(Shipper)

DATED: July 28, 2022

Transportation Service Agreement

Rate Schedule TI-1

DATED: July 28, 2022

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. **Shipper:** COLORADO SPRINGS UTILITIES
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC such changes in its rates and terms of service as it deems necessary, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Points of Receipt and Delivery:** System-wide

All Point(s) of Receipt and Delivery included on Transporter's master list of Point(s) of Receipt and Delivery as posted on its electronic bulletin board.

For each Point of Receipt and Delivery, data posted shall include a description of the legal location, pressure information, the identity of the interconnected Party and the measuring Party, and such other data as Transporter may include from time to time. Transporter's master list of Point(s) of Receipt and Delivery shall be updated from time to time in order to add or delete Point(s) of Receipt or Delivery and in order to modify data pertinent to Point(s) of Receipt and Delivery, all as deemed appropriate by Transporter.

6. **Rates and Surcharges:** As set forth in Exhibit A. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
7. **Negotiated Rate:** Yes ____ No X
8. **Term of Interruptible Transportation Service:** Beginning: October 1, 2022
Ending: October 31, 2022

This Agreement shall continue in full force and effect month to month thereafter unless terminated by written notice from one Party to the other upon 30-day written notice.

9. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

COLORADO SPRINGS UTILITIES
P. O. BOX 1103
COLORADO SPRINGS, CO 80947-0530
Attn: ESA Gas Accounting Department

Agreement No. 219543-TI1CIG

All Notices:

COLORADO SPRINGS UTILITIES
ENERGY SUPPLY DEPARTMENT
P. O. BOX 1103
COLORADO SPRINGS, CO 80947-0530
Attn: Contract Administration

To Transporter:

See "Points of Contact" in the Tariff.

10. **Effect on Prior Agreement(s):** N/A.

11. **Municipality Limited Liability:**

11.1 **Limited Source of Repayment.** Pursuant to Section 12.4 (d) of the General Terms and Conditions, notwithstanding anything in this Agreement to the contrary, Transporter agrees that Shipper's obligation to pay any amount under this Agreement or any judgment resulting from this Agreement shall be made only from the revenues of Shipper as the applicable provisions of the City Charter allow and not from any other funds from the City of Colorado Springs.

11.2 **Prior Appropriations.** Pursuant to Section 12.4 (d) of the General Terms and Conditions, in accordance with the Colorado Springs City Charter, performance of Shipper's obligations under this Agreement is expressly subject to appropriation of funds for such purpose by the City Council. Shipper shall include sufficient monies in its annual budget request to meet the obligations under this Agreement.

12. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

COLORADO INTERSTATE GAS COMPANY, L.L.C.

COLORADO SPRINGS UTILITIES

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2022.

_____ day of _____, 2022.

Agreement No. 219543-TI1CIG

EXHIBIT A
to
INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TI-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
COLORADO SPRINGS UTILITIES
(Shipper)

Dated: July 28, 2022

| <i>Point(s) of Receipt</i> | <i>Point(s) of Delivery</i> | <i>Commodity Rate</i> | <i>Effective Dates</i> | <i>Fuel Reimbursement</i> | <i>Surcharges</i> |
|--------------------------------|---------------------------------|-----------------------|------------------------|-------------------------------|-------------------|
| All | All | (1) (2) | (See ¶8) | (3) | (4) |

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the Commodity Rate for service shall be Transporter's then-effective maximum rate for service under Rate Schedule TI-1, or other superseding Rate Schedule, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the North Raton Lateral facilities shall be subject, as applicable, to the appropriate North Raton Lateral incremental commodity rates.
- (2) Quantities Delivered at a location on any Day which are in excess of the Scheduled and Confirmed Quantities for that location are subject to the Unauthorized Interruptible Overrun Rates as set forth in Transporter's then-effective Statement of Rates.
- (3) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (4) Surcharges, if applicable:

All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:

The Gas Quality Control commodity surcharge shall be assessed pursuant to Section 33.1 of the General Terms and Conditions as set forth in the Tariff.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions as set forth in the Tariff.

Reserved

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

**PUBLIC SERVICE COMPANY OF COLORADO,
A COLORADO CORPORATION
(Shipper)**

DATED: January 19, 2023

Transportation Service Agreement

Rate Schedule TF-1

Dated: January 19, 2023

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. **Shipper:** PUBLIC SERVICE COMPANY OF COLORADO, A COLORADO CORPORATION
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
8. **Negotiated Rate:** Yes _____ No X
9. **Maximum Delivery Quantity (MDQ):**

| MDQ (Dth/day) | Effective |
|------------------|------------------------------|
| 75,000 | May 1, 2023 - April 30, 2028 |

10. **Term of Firm Transportation Service:** Beginning: December 1, 2002
Ending: April 30, 2028

A right of first refusal pursuant to Section 4.6 of the General Terms and Conditions of the Tariff shall not apply to 10,000 Dekatherms ("Dth") per Day of MDQ for the South Pueblo Delivery location (PIN 55957) shown on Exhibit A.

Agreement No. 33342000-TF1CIG

11. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

PUBLIC SERVICE COMPANY OF COLORADO
1800 LARIMER STREET
12TH FLOOR
DENVER, CO 80202
Attn: Manager, Commercial Accounting

All Notices:

PUBLIC SERVICE COMPANY OF COLORADO
1800 LARIMER STREET
10TH FLOOR
DENVER, CO 80202
Attn: Richard Derryberry

To Transporter:

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on May 1, 2023: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 33342000-TF1CIG, last amended on July 28, 2022.
13. **Municipality Limited Liability:** N/A.
14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

COLORADO INTERSTATE GAS COMPANY,
L.L.C.

Accepted and agreed to this

_____ day of _____, 2023.

SHIPPER:

PUBLIC SERVICE COMPANY OF
COLORADO

Accepted and agreed to this

_____ day of _____, 2023.

Agreement No. 33342000-TF1CIG

EXHIBIT A
 to
 FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-1
 between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
PUBLIC SERVICE COMPANY OF COLORADO,
A COLORADO CORPORATION
 (Shipper)

DATED: January 19, 2023

Shipper's Maximum Delivery Quantity (MDQ): (See ¶9)
 Effective Dates: (See ¶9)

| <i>Primary Point(s) of Receipt (1)</i> | <i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i> | <i>Minimum Receipt Pressure (p.s.i.g.) (4)</i> | <i>Maximum Receipt Pressure (p.s.i.g.) (4)</i> |
|--|--|---|---|
| 291665 WFS/CIG (KIN) KING METER STATION LI | 6,500 | Sufficient Pressure to Enter Transporter's Facilities | 1,000 |
| 800235 WAMSUTT/CIG (ES2) ECHO SPRINGS CARB | 24,000 | Sufficient Pressure to Enter Transporter's Facilities | 845 |
| 800282 NW P/L/CIG (GRN) GREEN RIVER NPC ST | 400 | Sufficient Pressure to Enter Transporter's Facilities | 845 |
| 891645 WGROPER/CIG (BLF) BLUE FOREST SWEET | 24,300 | Sufficient Pressure to Enter Transporter's Facilities | 1,000 |
| 895009 MGR/CIG (LOS) LOST CABIN FREMONT | 19,800 | Sufficient Pressure to Enter Transporter's Facilities | 1,100 |
| <hr/> | | | |
| <i>Primary Point(s) of Delivery (1)</i> | <i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i> | <i>Minimum Delivery Pressure (p.s.i.g.) (4)</i> | <i>Maximum Delivery Pressure (p.s.i.g.) (4)</i> |
| 800433 PSCC/CIG (MPH) MIDWAY PP HIGH EL PA | 61,025 | 490 | 1,440 |
| 800599 PSCC/CIG (PUE) PUEBLO STATIONS PUEB (5) | 3,975 | | |
| 55957 (SPD) S. Pueblo DEL 24B | 10,000 | Transporter's Line Pressure at this Location | The MAOP of Transporter's pipeline facilities at this point |
| GRAND TOTAL | 75,000 | | |

Ex. A-1

Agreement No. 33342000-TF1CIG

EXHIBIT A
 (Cont.)

| <i>Primary Point(s) of Delivery (1)</i> | <i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i> | <i>Minimum Delivery Pressure (p.s.i.g.) (4)</i> | <i>Maximum Delivery Pressure (p.s.i.g.) (4)</i> |
|---|--|---|---|
| 800599 PSCC/CIG (PUE) PUEBLO STATIONS PUEB AGGREGATE GROUP (5) | | | |
| Air Base (PUE) | 1,559 | 100 | 100 |
| B.F. Goodrich (PUE) | 159 | 100 | 337 |
| Colorado Fire Clay Co. (PUE) | 256 | Transporter's Line Pressure at this Location | 659 |
| Comanche Power Plant (PUE) | 15,000 | 200 | 400 |
| Dave Fountain Tap (PUE) | 64 | Transporter's Line Pressure at this Location | The MAOP of Transporter's pipeline facilities at this point |
| Devine (PUE) | 962 | 150 | 150 |
| Hendrick Tap (PUE) | 90 | Transporter's Line Pressure at this Location | The MAOP of Transporter's pipeline facilities at this point |
| Pinon (PUE) | 39 | Transporter's Line Pressure at this Location | 614 |
| Pueblo County Farm (PUE) | 1,689 | 150 | 150 |
| Pueblo North (PUE) | 21,310 | 150 | 150 |
| Pueblo South (PUE) | 43,790 | 225 | 225 |
| Pueblo West (PUE) | 14,400 | 285 | 285 |
| Pueblo West Reserve (PUE) | 480 | 285 | 285 |
| Vineland (PUE) | 650 | 50 | 50 |
| Welton Ditch Company Tap (PUE) | 127 | Transporter's Line Pressure at this Location | The MAOP of Transporter's pipeline facilities at this point |

Ex. A-2

EXHIBIT A
(Cont.)

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.
- (5) Aggregate Group Designations are provided pursuant to Section 5.5 of the General Terms and Conditions of the Tariff.

Ex. A-3

Agreement No. 33342000-TF1CIG

EXHIBIT B
 to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
 between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
PUBLIC SERVICE COMPANY OF COLORADO,
A COLORADO CORPORATION
 (Shipper)

DATED: January 19, 2023

| <i>Primary Point(s) of Receipt</i> | <i>Primary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (4)</i> | <i>Commodity Rate (4)</i> | <i>Authorized Overrun Rates</i> | <i>Fuel Reimbursement (4)</i> | <i>Surcharges</i> |
|--|---|----------------------------|---------------------------------|-------------------------------|---|-----------------------------------|-------------------|
| As listed on Exhibit A | As listed on Exhibit A | (See ¶9) | (1) | (1) | (1) | (2) | (3) |

| <i>Primary and Secondary Point(s) of Receipt</i> | <i>Primary and Secondary Point(s) of Delivery</i> | <i>Effective Dates</i> | <i>Reservation Rate (4)</i> | <i>Commodity Rate (4)</i> | <i>Authorized Overrun Rates</i> | <i>Fuel Reimbursement (4)</i> | <i>Surcharges</i> |
|--|---|----------------------------|---------------------------------|-------------------------------|---|-----------------------------------|-------------------|
| All | All | (See ¶9) | (1) | (1) | (1) | (2) | (3) |

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) **Surcharges, if applicable:**
 All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.

- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

Ex. B-1

Reserved

Reserved

Reserved

INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TI-HP

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

COLORADO SPRINGS UTILITIES
(Shipper)

DATED: November 14, 2019

Agreement No. 216641-TIHPCIG

Transportation Service Agreement
Rate Schedule TI-HP

Dated: November 14, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. **Shipper:** COLORADO SPRINGS UTILITIES
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall provide as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC such changes in its rates and terms of service as it deems necessary, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Points of Receipt and Delivery:** All Points of Receipt and Delivery on the High Plains System.

All Point(s) of Receipt and Delivery included on Transporter's master list of High Plains System Point(s) of Receipt and Delivery as posted on its electronic bulletin board.

For each High Plains System Point of Receipt and Delivery, data posted shall include a description of the legal location, pressure information, the identity of the interconnected Party and the measuring Party, and such other data as Transporter may include from time to time. Transporter's master list of High Plains System Point(s) of Receipt and Delivery shall be updated from time to time in order to add or delete High Plains System Point(s) of Receipt or Delivery and in order to modify data pertinent to High Plains System Point(s) of Receipt and Delivery, all as deemed appropriate by Transporter.

6. **Rates and Surcharges:** As set forth in Exhibit A. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
7. **Negotiated Rate:** Yes _____ No X
8. **Term of High Plains Interruptible Transportation Service:** Beginning: January 1, 2020
Ending: January 31, 2020

This Agreement shall continue in full force and effect month to month thereafter unless terminated by written notice from one Party to the other upon 30-day written notice.

Agreement No. 216641-TIHPCIG

9. ***Notices, Statements, and Bills:***

To Shipper:

Invoices:

COLORADO SPRINGS UTILITIES
P. O. BOX 1103
COLORADO SPRINGS, CO 80947-0530
Attn: ESA Gas Accounting Department

All Notices:

COLORADO SPRINGS UTILITIES
ENERGY SUPPLY DEPARTMENT
P. O. BOX 1103
COLORADO SPRINGS, CO 80947-0530
Attn: Contract Administration

To Transporter:

See "Points of Contact" in the Tariff.

10. ***Effect on Prior Agreement(s):*** N/A.

11. ***Municipality Limited Liability:***

11.1 ***Limited Source of Repayment.*** Pursuant to Section 12.4 (d) of the General Terms and Conditions, notwithstanding anything in this Agreement to the contrary, Transporter agrees that Shipper's obligation to pay any amount under this Agreement or any judgment resulting from this Agreement shall be made only from the revenues of Shipper as the applicable provisions of the City Charter allow and not from any other funds from the City of Colorado Springs.

11.2 ***Prior Appropriations.*** Pursuant to Section 12.4 (d) of the General Terms and Conditions, in accordance with the Colorado Springs City Charter, performance of Shipper's obligations under this Agreement is expressly subject to appropriation of funds for such purpose by the City Council. Shipper shall include sufficient monies in its annual budget request to meet the obligations under this Agreement.

12. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

Agreement No. 216641-TIHPCIG

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

COLORADO INTERSTATE GAS COMPANY, L.L.C.

COLORADO SPRINGS UTILITIES

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2019.

_____ day of _____, 2019.

Agreement No. 216641-TIHPCIG

EXHIBIT A
to
HIGH PLAINS INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TI-HP
between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
COLORADO SPRINGS UTILITIES
(Shipper)

DATED: November 14, 2019

| <i>Point(s) of Receipt</i> | <i>Point(s) of Delivery</i> | <i>Commodity Rate</i> | <i>Effective Dates</i> | <i>Fuel Reimbursement</i> | <i>Surcharges</i> |
|--------------------------------|---------------------------------|-----------------------|------------------------|-------------------------------|-------------------|
| All | All | (1) (2) | (See ¶18) | (3) | (4) |

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the commodity rate for service shall be Transporter's then-effective maximum rate for service under Rate Schedule TI-HP, or other superseding Rate Schedule, as such rates may be changed from time to time.
- (2) Quantities Delivered at a location on any Day which are in excess of the Scheduled and Confirmed Quantities for that location are subject to the Daily Unauthorized Interruptible Overrun Rates as set forth in Transporter's then-effective Statement of Rates.
- (3) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (4) **Surcharges, if applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

High Plains Gas Quality Control Surcharge:

The High Plains Gas Quality Control commodity surcharge shall be assessed pursuant to Section 33.1 of the General Terms and Conditions as set forth in the Tariff.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions as set forth in the Tariff.

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