

July 1, 2022

Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Attention: Ms. Kimberly D. Bose, Secretary

Re: Firm Variable Quantity Transportation;
Cheyenne Plains Gas Pipeline Company, L.L.C.;
Docket No. RP22-

Commissioners:

Cheyenne Plains Gas Pipeline Company, L.L.C. ("CPG") hereby tenders for filing and acceptance by the Federal Energy Regulatory Commission ("Commission") the tariff records listed in Appendix A.

Proposed with an effective date of August 1, 2022, these tariff records provide additional contracting flexibility through the establishment of variable quantity service provisions under which CPG may offer Rate Schedule FT service to customers. The tariff records also include a corresponding update to the right of first refusal ("ROFR") provisions as well as a few minor housekeeping updates, including proposing to remove several expired non-conforming agreements from its FERC Gas Tariff, First Revised Volume No. 1 ("Tariff").

Reason for Filing

Section 4.3 of the General Terms and Conditions ("GT&C") of CPG's Tariff provides a capacity sales timeline under which CPG may sell capacity on a first-come-first-served basis, through an open season or on a biddable prearranged basis. These provisions set forth the timeframes for service requests in relationship to the term of the transportation service agreement ("TSA") desired by the shipper.¹ When forming a contract as a result of a service request being granted, the maximum delivery quantity ("MDQ"), the primary receipt point quantity and the primary delivery point quantity are identified in a shipper's TSA for firm service under Rate Schedule FT.² Specifically, fill-in-the-blanks are provided in the TSA for these quantity data elements. With the combination of these tariff

¹ Section 4.3 of the General Terms and Conditions ("GT&C") describes the timing associated with CPG's sale of capacity as well as exceptions to that timeline for specified reasons.

² The sum of the primary delivery point quantities equals the MDQ of the agreement.

provisions, CPG has a considerable amount of flexibility for offering service to interested parties.

Over the past several months, parties have engaged in discussions with CPG concerning available Rate Schedule FT capacity posted on its electronic bulletin board (“EBB”) and contracting for that capacity with non-uniform MDQs on a variable basis over the course of multiple years. Though firm service may be acquired in accordance with the capacity sales timeline and contracted for under the Rate Schedule FT Form of Service Agreement (“FT Pro Forma”), CPG determined that its Tariff does not explicitly provide the ability for parties interested in acquiring variable capacity to contract for such capacity even if it were agreeable.

In October 2021, CPG posted an open season for firm transportation capacity from Thunder Chief (PIN 800716) to Cossell Lake (PIN 892153). In its open season, CPG stated that it would consider bids with varying quantities and that a contractual ROFR may be offered only if the successful bid(s) included a term of more than one year. If there were interest in acquiring firm transportation with varying quantities, CPG noted that it would review its Tariff for any necessary modifications required to provide such service and file for acceptance of those modifications with the Commission.³ At the conclusion of CPG’s open season, a shipper was awarded firm capacity with varying quantities (i.e., uniform MDQs from November through March of each year for a period of two years) to become effective on November 1, 2022.⁴ Based on this outcome, CPG is proposing to add a new provision in Rate Schedule FT to provide it with the ability to contract with parties interested in firm service with variable quantities.

Description of Filing

Varying Quantities Contracting Option

Within Rate Schedule FT, CPG has included a new Section 2.6 stating that a shipper’s MDQ will be a uniform quantity throughout the term of its TSA. However, CPG proposes herein to permit CPG and a shipper to agree to MDQs that vary by month through the term of the TSA or MDQs for some months (uniform or varying) but not others during the term of the TSA. The executed TSA will specify the quantity, if any, for the applicable month. As way of illustration for purposes of clarity only, the MDQs could vary for each month of the term of the executed TSA or vary only during specified portions of the year such as for the

³ A condition precedent to CPG executing any TSA(s) with varying quantities resulting from the October 2021 open season was CPG’s receipt of the Commission’s acceptance of its tariff proposal to offer shippers the option of contracting for varying quantities.

⁴ To be clear, the awarded capacity will be reflected during the months of November through March for the period November 1, 2022 through March 31, 2024. An MDQ will not be shown on the TSA for the months of April through October of the contract term.

period of November through March. Before CPG may agree to such arrangement, however, the requirements found in GT&C Section 4 (e.g., the capacity sales timeline) must be met.⁵

CPG's proposed changes are consistent with the Commission's determination in various proceedings over the course of the past several years.⁶ In those proceedings, the Commission held that if a pipeline desires to offer a varying MDQ to customers, it must do so through a generally applicable tariff provision setting forth the conditions under which it will offer such a service option.⁷ Additionally, though a pipeline's form of service agreement for firm service may contain fill-in-the-blanks that may provide for varying quantities, such provisions alone may not be a sufficient basis to support the offering of a variable service option. The Commission has held that variable MDQs, which need not be appropriately offered as a matter of right to all customers, must at least be offered on a not unduly discriminatory basis to a pipeline's customers.⁸ Therefore, in consideration of and consistent with proceedings addressing contracting for varying quantities,⁹ CPG formed the contracting option proposal described herein.

In conjunction with its proposed changes to Rate Schedule FT, CPG evaluated its ROFR provisions to determine if any updates were necessary. Currently, Section 4.9(b) of the GT&C states that a shipper may exercise its ROFR to retain a portion of the MDQ subject to ROFR, consistent with the Commission's policy on ROFR. To provide more clarity on how a customer with varying quantities in its agreement may reduce those quantities during the ROFR process, CPG is proposing language that any ROFR may be exercised for a portion of the underlying capacity by applying a fixed and constant percentage reduction to each monthly MDQ for the last twelve consecutive months of the TSA. CPG's proposed language is consistent with the Commission's position in other pipeline proceedings.¹⁰

⁵ CPG's capacity sales timeline takes into account the term of firm service as well as the MDQ level of capacity requested.

⁶ *Texas Eastern Transmission, L.P.*, 106 FERC ¶ 61,066 (2004) ("Texas Eastern"); *Dominion Transmission, Inc.*, 107 FERC ¶ 61,004 (2004); *Granite State Gas Transmission, Inc.*, 112 FERC ¶ 61,201 (2005) ("Granite"); *Saltville Gas Storage Company L.L.C.*, 121 FERC ¶ 61,314 (2007) ("Saltville"); *Texas Gas Transmission, LLC*, 138 FERC ¶ 61,228 (2012); *Guardian Pipeline, L.L.C.*, 150 FERC ¶ 61,060 (2015).

⁷ See *Texas Eastern*, para. 23; *Saltville*, para. 5; *Granite*, para. 4.

⁸ See *Texas Eastern*, para. 22.

⁹ See, for example, *Horizon Pipeline Company, L.L.C.*, Docket No. RP15-1147-001 (Nov. 4, 2015) (unpublished letter order); *Questar Pipeline Company*, Docket No. RP10-1327-000 (Oct. 19, 2010) (unpublished letter order).

¹⁰ *Dominion Transmission, Inc.*, Docket No. RP04-206-001 (Aug. 12, 2004) (unpublished letter order); *NUI Corp. v. Florida Gas Transmission Co.*, 92 FERC ¶ 61,044 (2000).

Housekeeping

Currently, GT&C Section 4.9(a)(iii) includes a reference to Section 11.3 of Rate Schedule FT. However, Section 11.3 was previously relocated to GT&C Section 4.9(l). As such, CPG is proposing to correct the tariff reference found in GT&C Section 4.9(a)(iii).

An illustration of the Nomination Scheduling Timeline is included in Part VI of CPG's Tariff. However, a reference to that illustration is missing from the Table of Contents for CPG's Tariff. Therefore, CPG is proposing to include the tariff reference in the Table of Contents.

The FT Pro Forma lists "Effective Dates" as a data element for Exhibit A and notes that those effective dates will correspond to a certain paragraph in the TSA. However, in the event of an amendment to a TSA, the paragraph reference may result in an administrative challenge for reflecting the applicable dates and having the exhibit be clear to the reader. Therefore, CPG is proposing to remove the paragraph reference from the fill-in-the-blank for "Effective Dates" to provide additional flexibility to the parties for contract formation. Additionally, CPG is proposing to correct an inaccurate tariff reference in footnote 4 of Exhibit A. Specifically, CPG is proposing to change the pressure conditions reference from GT&C Section 5.4 to GT&C Section 5.7 where they are actually found.

Tariff Records

CPG is submitting the following tariff records pursuant to Subpart C of Part 154 of the Commission's regulations.

CPG proposes to remove several expired TSAs from the list of non-conforming agreements shown in Part I, Section 1 – Table of Contents. Additionally, a missing reference to the Nomination Scheduling Timeline in Part VI of the Tariff is included on the Table of Contents. Similar to the Table of Contents, the index page for Part VII reflects the removal of expired TSAs.

Section 2.6 of Part III, Section 1 – Rate Schedule – FT is a new provision to establish CPG's ability to contract with customers for firm transportation capacity with variable quantities.

Section 4.9(b) of Part IV, Section 4 – Requests for Services includes CPG's proposal to update its ROFR provisions given the inclusion of the ability for parties to contract for variable quantities.

The housekeeping changes for the FT Pro Forma and GT&C Section 4.9 discussed above are shown in Part V, Section 1 – Rate Schedule FT and Part IV, Section 4 – Requests for Services.

Part VII, Sections 1.0 – 1.2, 3.0 – 5.2 and 9.0 – 9.2 reflect the removal of several non-conforming TSAs that have expired.

Section 154.204 Discussion

Pursuant to Section 154.204 of the Commission's regulations, CPG states the following:

- a) CPG does not anticipate any increase in revenues or costs as a result of this tariff filing.
- b) CPG is not aware of any other filing pending with the Commission that may significantly affect this filing.

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations, CPG is submitting an eTariff XML filing package, which includes the following:

- a) a transmittal letter;
- b) Appendix A, a list of proposed tariff records; and
- c) clean and marked versions of the tariff records in PDF format.

CPG respectfully requests the Commission accept the tendered tariff records for filing and permit them to be effective on August 1, 2022, which is not less than thirty days nor more than sixty days following the date of this instant filing. With respect to any tariff provision the Commission allows to go into effect without change, CPG hereby moves to place the tendered tariff provisions in to effect at the end of a minimal suspension period, if any, established by the Commission.

Correspondence and communications concerning this filing should be directed to:

Mr. Francisco Tarin
Director, Regulatory Affairs
Cheyenne Plains Gas Pipeline
Company L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (719) 667-7517
CPGRegulatoryAffairs@kindermorgan.com

Ms. Julia Forrester-Sellers
Assistant General Counsel
Cheyenne Plains Gas Pipeline
Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (719) 520-4513
Julia_Forrester-Sellers@kindermorgan.com

These persons have been designated for service in accordance with Rule 203 of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.203 (2021)).

The undersigned hereby certifies that he has read this filing and knows (i) the contents of such filing and the attachments; (ii) that the contents as stated in the filing and in the attachments are true to the best of his knowledge and belief; and (iii) that he possesses full power and authority to sign this filing.

Respectfully submitted,

CHEYENNE PLAINS GAS PIPELINE
COMPANY, L.L.C.

By /s/
Francisco Tarin
Director, Regulatory

Enclosures

Certificate of Service

I hereby certify that I have this day caused a copy of the foregoing document to be served upon all shippers on CPG's system and interested state regulatory commissions, in accordance with the requirements of Sections 154.208 and 385.2010 of the Commission's Rules of Practice and Procedures.

Dated at Colorado Springs, Colorado as of this 1st day of July 2022.

/s/

Francisco Tarin

Post Office Box 1087
Colorado Springs, CO 80944
(719) 667-7517

CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.
Firm Variable Quantity Transportation

First Revised Volume No. 1

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Part V: Service Agreements

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Part VII: Non-Conforming Agreements (index)

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Section 1.0	Reserved	Version 3.0.0
Section 1.1	Reserved	Version 3.0.0
Section 1.2	Reserved	Version 3.0.0
Section 3.0	Reserved	Version 4.0.0
Section 3.1	Reserved	Version 4.0.0
Section 3.2	Reserved	Version 4.0.0
Section 4.0	Reserved	Version 1.0.0
Section 4.1	Reserved	Version 1.0.0
Section 4.2	Reserved	Version 1.0.0
Section 5.0	Reserved	Version 1.0.0
Section 5.1	Reserved	Version 1.0.0
Section 5.2	Reserved	Version 1.0.0
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List of Non-Conforming Agreements

(Reserved)

RATE SCHEDULE FT
Firm Transportation Service

1. AVAILABILITY

- 1.1 This Rate Schedule is available for transportation service by Cheyenne Plains Gas Pipeline Company, L.L.C. (hereinafter called Transporter), for any person (hereinafter called Shipper) when Shipper desires firm transportation service and:
- (a) Transporter has determined that other than such new taps, valves, measurement equipment, and other minor facilities which may be required at the receipt or delivery point(s) to effect receipt or delivery of the gas it has available or will secure sufficient uncommitted capacity to provide the service requested by Shipper as well as all of its other firm service commitments;
 - (b) Shipper makes a valid request pursuant to the requirements of Section 4 of the General Terms and Conditions of this Tariff; and
 - (c) Shipper executes a Firm Transportation Service Agreement ("TSA") pursuant to the terms of this Rate Schedule in the form attached hereto; and
 - (d) Shipper has met the creditworthiness requirements of Section 4.10 of this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Transportation Service up to Shipper's MDQ shall be considered firm and not subject to a prior claim by another Shipper or another class of service under a pre-existing contract, TSA or certificate.
- 2.2 Upon mutual agreement of Shipper and Transporter, the TSA may be amended to add or delete primary receipt or delivery points.
- 2.3 Transporter shall not be required to provide transportation service if the quantities tendered are so small as to cause operational difficulties, such as measurement. Transporter shall promptly notify Shipper if such operating conditions exist.
- 2.4 Rates of Flow. Unless otherwise agreed, at each receipt and delivery point, each Party shall flow, or cause to flow, gas at uniform Hourly and daily rates of flow as specified below.
- (a) At each receipt and delivery point, quantities delivered for Shipper's account shall not exceed 1/24th of scheduled quantities, except as provided in section (b), below.
 - (b) In addition to the rates of flow specified in section (a) above, quantities delivered for Shipper's account at Qualified Points of Delivery shall not exceed in any Hour 1/24th of the scheduled quantities resulting from Hourly Entitlement Enhancement Nominations ("HEEN").

- 2.5 This service shall be subject to the flexible receipt and delivery point and Segmentation provisions of Section 8.1, the imbalance management provisions of Section 10, and the capacity release requirements specified in Section 9 of the General Terms and Conditions.
- 2.6 Shipper may contract for firm transportation service as set forth in this Section 2.6. Shipper's MDQ shall be a uniform quantity throughout the term of the TSA, except that Transporter may, on a not unduly discriminatory basis, agree to differing monthly levels in Shipper's MDQ (including Months without MDQs) for different, specified Months or portions of the term of the TSA. Shipper's MDQ and any differing levels in such quantities, as well as the period of such differing levels, shall be specified in the executed TSA.

3. TRANSPORTATION SERVICE CHARGES

- 3.1 Applicable Rates. The applicable rates for service hereunder shall be, subject to the other provisions hereof, the rates agreed to by Transporter and Shipper as set forth in the TSA.
- (a) Reservation Charge. Each Month Shipper shall be charged a reservation charge determined by multiplying the reservation rate set forth in the TSA by Shipper's MDQ. Shipper shall begin paying the reservation charge on the date provided for the TSA.
 - (b) Commodity Charge. Shipper shall be charged each Month an amount obtained by multiplying the Commodity Rate set forth in the TSA by the quantity of gas in Dth delivered (exclusive of any Overrun Gas) each Day of the Month by Transporter to Shipper at the delivery point(s).
 - (c) Backhaul Charge. Shipper shall be charged applicable forward haul rates when the transportation service rendered by Transporter is Backhaul.
 - (d) Incremental Facility Charge. When the construction of new minor facilities is required in order to provide service to Shipper, Shipper will pay Transporter for such facilities. 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 over a period of time agreed to by Shipper and Transporter. The facility charge will include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties, if the Shipper elects to reimburse Transporter for the facilities over a period of time. If a contribution in aid of construction (CIAC) is paid by the Shipper in accordance with the construction of facilities agreement and such transaction is determined to be taxable, it shall be increased by an amount (Tax Reimbursement) to compensate for the corporate income tax effects thereof, according to the following formula:

$$\text{Tax Reimbursement} = [\text{Tax Rate} \times (\text{CIAC} - \text{Present Value of Tax Depreciation})] \times [1 + \{\text{Tax Rate}/(1 - \text{Tax Rate})\}]$$

3.1 Applicable Rates (continued)

- (e) Other Charges. Transporter shall charge Shipper and Shipper shall pay for any other FERC approved charges that apply to service under this Rate Schedule.

3.2 Adjustment of Rates.

- (a) Subject to the terms of the TSA, Transporter reserves the right to prescribe and/or adjust at any time any of the rates applicable to service under any individual TSA without adjusting any other rates for service under other TSAs; 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 Sheet. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 4.12 of the General Terms and Conditions of this Tariff. Downward adjustment to any rate shall be for a specific term. Unless otherwise agreed, at the expiration of the term specified in the TSA, the rate for Transportation Service shall revert to the maximum rate under this Rate Schedule.

- 3.3 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 4.6 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

In addition to the other payments made pursuant to this Rate Schedule, Shipper shall provide and be responsible for FL&U for the transportation of Natural Gas pursuant to Shipper's TSA.

5. ELECTRIC POWER COSTS

In addition to other payments made pursuant to this Rate Schedule, Shipper shall be charged each Month the EPC for the transportation of Natural Gas pursuant to Shipper's TSA. The EPC will be calculated pursuant to Section 30 of the GT&C.

6. OVERRUN TRANSPORTATION

- 6.1 Authorized Overrun Transportation. On any Day, upon request of Shipper and with Transporter's consent, Shipper may tender and Transporter may receive authorized overrun quantities above the MDQ. All such quantities shall be referred to as authorized Overrun Gas and transported on an interruptible basis. Unless otherwise agreed, Shipper shall pay an amount obtained by multiplying such authorized overrun quantities delivered by Transporter to Shipper or for Shipper's account, at each delivery point(s) or transported on any Segment during the Month by the maximum Authorized Overrun Rate stated on the Statement of Rates sheet. An authorized overrun quantity shall not be subject to more than one authorized overrun rate.

- 6.2 Unauthorized Overrun Transportation. On any Day, any gas quantity that exceeds Shipper's daily scheduled quantity at any receipt or delivery point or on any Segment and which has not been authorized by Transporter is unauthorized. All such quantities shall be referred to as unauthorized Overrun Gas and shall be subject to the 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 each Day by the Unauthorized Overrun Rate set forth on the Statement of Rate sheets.

7. GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the executed TSA, all of the General Terms and Conditions contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said General Terms and Conditions, are applicable to transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof.

4. REQUESTS FOR SERVICE

- 4.1 Requests for Service. A Shipper must comply with Sections 4.2 and 4.10 in order to complete a valid request for service.
- 4.2 Information to be Provided. A request for service shall be deemed valid and complete upon the following information being accurately and properly entered into Transporter's EBB. A Shipper may either enter the information directly into Transporter's EBB or furnish the information to Transporter and request that Transporter enter the information into Transporter's EBB on behalf of the Shipper; in which case, the entry of such information shall be deemed to be the act of the Shipper. If the Shipper requests that Transporter enter the information into Transporter's EBB on Shipper's behalf, then Shipper's request for service shall not be deemed valid and complete until such time as the information is actually entered into Transporter's EBB.
- (a) The full legal name, business address and phone number, and state of incorporation of the Shipper requesting service and the party with whom all contact should be made.
 - (b) A designation of whether Shipper is a local distribution company, intrastate pipeline company, interstate pipeline company, producer, end-user or marketer.
 - (c) The extent of Shipper's affiliation with Transporter.
 - (d) Shipper's Dun and Bradstreet number.
 - (e) Type of service: FT, IT, SS, PAL or HSP
 - (f) The initial term of the service, including beginning and ending dates.
 - (g) Daily quantity at each receipt point(s) ____ Dth/Day.
Daily quantity at each delivery point(s) ____Dth/Day.
Daily maximum quantity (park and/or loan) ____Dth/Day.

The total receipt point capacity must equal the total delivery point capacity.
 - (h) The Maximum Delivery Quantity for the applicable Month(s) under the contract.
 - (i) Receipt and delivery points requested.

If Section 311, 18 C.F.R. Part 284, Subpart B transportation service is requested, the Shipper must provide the following information to Transporter:
 - (j) A declaration explaining how the requested service qualifies as Section 311 service;

4.2 Information to be Provided (continued)

- (k) The name of the local distribution company or intrastate pipeline company on whose behalf the gas will be transported; and
- (l) Certification from a local distribution company or an intrastate pipeline that the service is being provided on its behalf prior to commencing transportation service.

4.3 Capacity Bidding and Evaluation Criteria.

- (a) A Shipper bidding for released firm capacity from another Shipper must follow the procedures of Section 9.
- (b) 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:
 - (i) 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;
 - (ii) 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;
 - (iii) 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.
- (c) Transporter will consider, 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:
 - (i) The request is associated with an open season;
 - (ii) 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
 - (iii) The request involves the modification or construction of facilities or the issuance of any necessary certificate authorization.

4.3 (continued)

- (d) Should Transporter conduct an open season, it will post a notice of availability of the uncontracted-for capacity on its EBB 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 basis using nondiscriminatory and objective posting and evaluation criteria specified in the notice of open season. When an open season is being conducted, all applicable requests for service will be treated under this open season process.
- (e) Transporter will conduct an open season (involving either an open offer to sell capacity or a pre-arranged transaction) 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 4.3(d) above.
- (f) If Transporter sells firm capacity pursuant to Section 4.3(c)(i), that 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.

4.4 If Shipper fails to execute an agreement or any amendment thereto tendered by Transporter in response to a valid request for service within 30 Days of the date tendered, Shipper's request shall be deemed null and void.

4.5 Capacity Reserved for Expansion Projects. Transporter may elect to reserve for future expansion projects, any unsubscribed capacity or capacity under expiring or terminating TSAs where such TSAs do not have a ROFR or Shipper does not exercise its ROFR.

- (a) Capacity may be reserved up to one year prior to Transporter filing for certificate authority for construction of proposed expansion facilities, and thereafter until all expansion facilities are placed into service.
- (b) Transporter may only reserve capacity for a future expansion project for which an open season has been or will be held within one year of 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 4.5.

4.5 Capacity Reserved for Expansion Projects (continued)

- (c) If Transporter elects to reserve capacity, it will notify Shippers of its intent as part of its posting of capacity on its EBB. Transporter's posting for reserved capacity for future expansion 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. The posting for reserved capacity shall also include a non-binding solicitation for Turnback Capacity to serve the expansion project, provided that Transporter shall post the non-binding solicitation for Turnback Capacity no later than 90 Days after the close of the expansion project open season. Transporter shall make reasonable efforts to update the posting up to the in-service date of the project to reflect any material changes in the scope of the project.
- (d) When reserving capacity for future expansion projects, Transporter must make the capacity generally available to Shippers prior to the reservation period. When an open season is held prior to the expansion project open season, Transporter shall have the right to state in the open season posting minimum terms and conditions for bids that would be acceptable for consideration that are the same as the minimum terms and conditions anticipated for the future expansion project open season. 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 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 capacity open season, Transporter shall use the same minimum terms and conditions as used for the expansion project open season.
- (e) Any capacity reserved under this Section 4.5 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 TSAs, Transporter reserves the right to limit any term extension rights provided in the TSA and pursuant to Section 4.9 commensurate with the proposed in-service date of the expansion project. Transporter will indicate in any open season posting of the capacity any limitations on term extension rights that will apply to such limited-term transportation service.
- (f) 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.

4.6 Off-System Capacity.

- (a) Transporter may enter into transportation and/or storage agreements with upstream or downstream entities, including other interstate and intrastate pipeline and storage providers (off-system capacity). In the event that 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 be waived on the acquired capacity.
- (b) Third Party Charges. If Transporter acquires off-system capacity from a third party(s) pursuant to Section 4.6 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.
- (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.

- 4.7 Electronic Execution of Agreements - Unless otherwise agreed, Transporter and Shipper will electronically execute all Transportation Service Agreements, Rate Schedule SS Agreements, Rate Schedule PAL Service Request Orders and Rate Schedule HSP Agreements (including amendments to existing agreements) entered into on or after the effective date of this tariff provision (all of which shall be referred to as "Service Agreements" or "Agreements" for purposes of this Section 4.7). Transporter and Shipper may execute such Agreements electronically or by signing a traditional paper Agreement. If Shipper elects to sign a traditional paper Agreement, then Shipper shall not submit nominations 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 Service Agreement shall be deemed to be executed by Shipper when the Shipper accepts the Agreement electronically via Transporter's electronic bulletin board. The Service Agreement shall be deemed to be executed by Transporter when Transporter accepts the Shipper's Agreement using the electronic bulletin board. A Service 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 Service Agreement shall be deemed the original until the paper Agreement is executed by both parties.
 - (c) If a Service Agreement contains provisions that must be reviewed by the Commission and the Service Agreement is not accepted by the Commission, then Transporter and Shipper shall collaborate to remedy any deficiencies.
- 4.8 Changes to Shipper's Transportation Service. If Shipper desires to change its transportation service, it must request the change using the process described in Section 4.2. If Transporter agrees to the requested amendment, it will prepare and tender to Shipper an amendment to the TSA.
- 4.9 Right-of-First-Refusal ("ROFR")
- (a) Any Shipper with a firm TSA for Transportation Service shall have a continuing right for the capacity underlying the Shipper's TSA provided that:
 - (i) The TSA is a maximum rate contract for 12 or more consecutive Months of service; or, the TSA is a multi-year seasonal contract at the maximum rate for services not offered by the pipeline for a full 12 Months. However, if such Shipper has entered into a firm agreement utilizing off-system capacity contracted for pursuant to Section 4.6 below, it may not elect to extend the term of its agreement beyond the term of Transporter's agreement for such off-system capacity.;

4.9 (a) (continued)

- (ii) Shipper complies with the requirements set forth herein;
 - (iii) Shipper does not have a negotiated rate firm TSA (except for those TSAs referenced in Section 4.9(l) of the General Terms and Conditions); and
 - (iv) Shipper does not have an interim TSA for entitlement associated with expansion projects as set forth in Section 4.5.
- (b) A Shipper may exercise its ROFR to retain a portion of the MDQ subject to ROFR by applying a fixed and constant percentage reduction to each monthly MDQ for the last twelve consecutive Months of the TSA; however, the Shipper may not exercise its ROFR for a geographic portion of the TSA.
- (c) Shipper Notice of Intent to Exercise.
- (i) For all firm TSAs eligible for the ROFR, Shipper shall provide notice to Transporter in writing of its intent to exercise its ROFR rights.
 - (ii) Notification of the Shipper's intent is due on or before; (i) six Months prior to the expiration date for firm TSAs of three years or less and (ii) 12 Months prior to the expiration date for firm TSAs greater than three years.
 - (iii) A Shipper shall relinquish all rights to the capacity underlying its firm TSA upon termination of the TSA by providing a notice stating that it will not exercise its ROFR rights or by failing to provide notice of its intent to exercise its ROFR rights by the deadline described above.
 - (iv) Transporter and Shipper may agree to revise the terms and conditions of the TSA prior to the Shipper providing its notice of intent to Transporter. However, once the Shipper has provided its notice of intent or the notification period has expired, the TSA may only be revised by following the requirements of this section.
 - (v) If the TSA contains an evergreen provision, the ROFR provisions of this section will not apply until the TSA has reached the end of the evergreen period.
- (d) Solicitation of Bids. If the Shipper provides notice of its intent to exercise ROFR rights, then Transporter shall solicit competing bids for the subject capacity. Transporter shall post on its EBB for 30 Days the terms and conditions of the expiring TSA. Any Party qualified under the capacity release rules of this Tariff may submit a bid for all, or a portion of, the subject capacity during the bid period.

4.9 Right-of-First-Refusal ("ROFR") (continued)

- (e) Existing Shipper's and Right to Match. Within ten Business Days after the close of the bid period, Transporter shall notify the existing Shipper of the best offer or offers received for the expiring capacity. Transporter's evaluation shall be based on one of the capacity release bid evaluation methods listed in Section 9.11(d). Transporter shall identify the method to be used in its solicitation of bids. The term of any competing offer shall not be capped for comparison purposes. Within ten Business Days after such notification by Transporter, the existing Shipper must notify Transporter of its intent to match the best offer(s). If the existing Shipper does not agree to match the best offer(s), then the existing Shipper relinquishes all rights to such capacity. Transporter may enter into a TSA with the bidder(s) submitting the highest offer(s). However, Transporter shall not be required to enter into a TSA that is at less than Transporter's applicable maximum Tariff rate.
- (f) Continuation if No Firm TSA is Executed. If Transporter does not execute a firm TSA with a competing Shipper on or before the expiration of the existing Shipper's TSA, the existing Shipper shall have the right to continue service at Transporter's maximum applicable Tariff rate for an agreed term between the Parties.
- (g) Evergreen Rights. Transporter and Shipper may mutually agree to an evergreen provision in the TSA that would allow the TSA to go beyond its primary term with the mutual consent of the parties. If the TSA contains an evergreen provision, the ROFR provisions of this section will not apply until the TSA has reached the end of the evergreen period. However, if such Shipper has entered into a firm agreement utilizing off-system capacity contracted for pursuant to Section 4.6 below, it may not elect to extend the term of its agreement beyond the term of Transporter's agreement for such off-system capacity.
- (h) Capacity that is sold on an interim basis up to the commencement date of a prospective firm transportation agreement, pursuant to Section 4.3(f) of the General Terms and Conditions, shall not be eligible for a right of first refusal.
- (i) Transporter and Shipper may mutually agree to the early termination of one or more TSAs 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 EBB as unsubscribed, available capacity prior to the extension.

4.9 Right-of-First-Refusal ("ROFR") (continued)

- (j) Prior to the expiration of the term of a TSA, Transporter and Shipper may mutually agree to an extension of the term of the TSA 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). 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 EBB as unsubscribed, available capacity prior to the extension. If a TSA has a right-of-first-refusal, the agreement to extend the term must be reached prior to the receipt of an acceptable bid submitted pursuant to Section 4.3 of these General Terms and Conditions.
- (k) When an agreement is subject to a regulatory right of first refusal, contains a contractual right of first refusal, a rollover clause, or an evergreen clause, extension rights apply to each expiring increment of capacity (i.e., on a step-down basis) during the term of the agreement.
- (l) Right of Initial Shippers to Contractual ROFR. For purposes of this section, any Shipper whose TSA was included in the Docket No. CP03-302-000 certificate proceeding and the CP04-345-000 expansion proceeding is an Initial Shipper.
 - (i) Notwithstanding Section 4.9(a)(iii) of the General Terms and Conditions, Initial Shippers shall have a Right-of-First-Refusal pursuant to this Section 4.9 of the General Terms and Conditions exercisable at the end of the term of the Initial Shippers' TSAs.

4.10 Creditworthiness

- (a) **Creditworthiness Requirement.** A Shipper wishing to obtain service must first comply with the creditworthiness requirements of this Tariff.
- (b) **Criteria for Creditworthiness Determination**
 - (i) Acceptance of a Shipper's request for service and the continuation of service are contingent upon the Shipper satisfying, on an on-going basis, a credit appraisal by Transporter.
 - (ii) Transporter shall apply consistent evaluation practices to all similarly situated Shippers to determine the Shipper's financial ability to satisfy the payment obligations due to Transporter over the term of the requested service agreement.
 - (iii) A Shipper will be deemed creditworthy if: (i) it'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"), (ii) Shipper's short term and long term outlook opinion is Stable or Positive from S&P or Moody's, and (iii) the sum of 12 Months of anticipated charges under a firm or interruptible TSA is less than 10% of Shipper's tangible net worth. In the event Shipper is rated by multiple agencies, the lowest rating shall be used. If the Shipper has multiple TSAs with Transporter, then the total of all such TSAs shall be considered in determining creditworthiness.
 - (iv) If Shipper is not rated by S&P or Moody's but has a parent that can satisfy the requirements of Section 4.10(c), then a Shipper may use its parent's credit rating and financial strength if a guarantee acceptable to Transporter is provided.
- (c) If Shipper is unable to satisfy the requirements of Section 4.10(d), Transporter will perform a creditworthiness review. As a part of this review, Transporter may require, either with the request for service or at any future time as Transporter deems necessary to conduct on-going credit evaluations of Shipper, that the Shipper provide Transporter with additional information to allow Transporter to determine the Shipper's creditworthiness.

If the service under review involves service under an existing TSA, Shipper must provide the additional information within five Business Days of the request for such information. If the service under review involves service under a new TSA, the information must be provided before Shipper's request may be deemed a valid request for service.

4.10 Creditworthiness (continued)

- (d) Transporter may request Shipper provide any or all of the following information:
- (i) a copy of Shipper's audited financial statements for the previous two fiscal year ends certified by the Chief Financial Officer or Chief Accounting Officer of the Shipper (which certificate shall state that such financial statements fairly present the financial condition and results of operations of the Shipper for the period indicated therein) prepared in accordance with generally accepted accounting principles or, for non-U.S.-based Shippers, prepared in accordance with equivalent standards;
 - (ii) a copy of Shipper's financial statements for the most recent period available, which may be unaudited, but if unaudited, must be signed and attested by Shipper's President and Chief Financial Officer as fairly representing the financial position of the company;
 - (iii) Shipper shall provide a bank reference and at least two trade references. The results of reference checks and any credit reports submitted herein must show that Shipper's obligations are being paid on a reasonably prompt basis;
 - (iv) Shipper shall confirm in writing that Shipper is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. Transporter may make an exception for a Shipper who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act if Transporter is adequately assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction;
 - (v) Shipper shall provide a list of owners and/or shareholders of the entity, if privately held.

4.10 Creditworthiness (continued)

- (e) If Shipper is unable to satisfy the requirements of Sections 4.10(b)(iii) and 4.10(c), it must provide and maintain adequate credit assurance satisfactory to Transporter in order to be granted a request for new service or to continue service under an existing TSA. If the service under review involves service under an existing TSA with a Shipper that has failed to demonstrate creditworthiness, the Shipper must bring its account with Transporter current by paying all past due invoice amounts owed to Transporter and provide, within five Business Days, payment in advance of one Month's anticipated charges in order to continue service for the current Month and within 30 calendar Days, the Shipper must provide the next three Months of credit assurance to continue service. Adequate assurance shall include at least one of the following at Shipper's election:
- (i) an irrevocable letter of credit to Transporter, satisfactory to Transporter, verifying the Shipper's creditworthiness;
 - (ii) a deposit in advance for the service under review;
 - (iii) a grant to Transporter of a security interest in collateral found to be satisfactory to Transporter; or
 - (iv) a guarantee acceptable to Transporter, by another person or entity which satisfies credit appraisal.
- Such letter of credit, deposit, security interest or guarantee shall be equal to three Months of the highest estimated reservation and commodity charges to include estimated charges for Natural Gas imbalances during the term of the service agreement. Upon Shipper's establishment of an acceptable credit record pursuant to Sections 4.10(b)(iii) or 4.10(c) or upon expiration of the TSA, Transporter shall return Shipper's letter of credit, deposit, security interest, or guarantee as applicable. If Transporter returns a deposit to Shipper, Transporter shall pay interest to Shipper at rates set pursuant to 18 CFR Section 154.501(d).
- (f) If Shipper is found to be non-creditworthy, Transporter will inform Shipper, in writing upon Shipper's request, of the reasons for the determination.
- (g) If Shipper is unable to demonstrate creditworthiness using any of the methods described above for a request for new service, Transporter may deny the Shipper's request.
- (h) If Shipper is unable to demonstrate creditworthiness using any of the methods described above for service under an existing TSA, Transporter may, without waiving any rights or remedies it may have, terminate service upon 30-Day written notice using the notice procedures of Section 12.6 of the General Terms and Conditions.

4.10 Creditworthiness (continued)

- (i) Transporter may determine in its reasonable discretion that a Shipper that requests new service is not creditworthy to receive such service on the basis that Shipper has outstanding payments due on invoices rendered by Transporter on current or past TSAs and Shipper has defaulted on such payments per the terms of Section 12 of the General Terms and Conditions.
- (j) If a Shipper has multiple TSAs with Transporter and defaults on one TSA, Transporter may deem a default by Shipper on that one TSA as a loss of creditworthiness on any other TSA the Shipper has with Transporter.
- (k) Notwithstanding any other provision of this section, the Initial Shippers identified in the Docket No. CP03-302-000 proceeding or any Shippers succeeding to such capacity shall demonstrate creditworthiness in an amount equal to at least one year of reservation charges under the TSA. The one-year requirement shall remain in effect until the earlier of the termination of the applicable TSA or when Transporter has been reimbursed for the cost of the new facilities.

4.11 Discounting.

- (a) In the event that Transporter agrees to discount its rate to Shipper below Transporter's maximum rate under Transporter's FT, IT, SS, and PAL 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. Transporter and Shipper may agree that a specified discounted rate will apply under the following conditions:
 - (i) to specified quantities under the TSA or related scheduled overrun transportation;
 - (ii) to specified quantities achieving or not exceeding a certain level (including parked or loaned quantities withdrawn or paid back on the specific dates mutually agreed to by Transporter and Shipper or pursuant to Section 6.2 of Rate Schedule PAL);
 - (iii) in a specified relationship to quantities actually transported;
 - (iv) to specified quantities during specified periods of time or during specified periods of the year;
 - (v) to specified quantities at specific receipt or delivery points or other geographical locations;
 - (vi) to production reserves committed by the Shipper; and/or

4.11 (a) (continued)

- (vii) that a specific discounted rate is based on published index prices for specific receipt and/or delivery points or other agreed-upon published pricing reference points (such discounted rate may be based upon the differential between published prices or arrived at by formula). Any agreement containing such discounted rate shall specify the rate component(s) to be discounted (i.e., reservation charge or usage charge or both) and any formula will provide a reservation rate per unit of contract demand (Maximum Daily Quantity). To the extent the firm reservation charge is discounted, the index price differential rate formula shall be calculated to state a rate per dth. Furthermore, such discount shall not change the underlying rate design of the service being provided or include any minimum bill or minimum take provision that would have the effect of guaranteeing revenue.

In addition, the discount 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 or is less than the applicable minimum rate due to a change in Transporter's maximum (minimum) rates so that such rate component must be adjusted downward (upward) to equal the new applicable maximum (minimum) rate, then other rate components may be adjusted upward (downward) to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate or are less than the minimum 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 sheets. Nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates which had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

4.12 Negotiated Rate Authority

- (a) Authority and Conditions. The rate or rates to be charged for service pursuant to any rate schedule contained in this Tariff may vary in form or level from the maximum-to-minimum ranges set forth on Statement of Rates sheets of this Tariff, provided:
 - (i) Transporter and Shipper have executed a valid TSA agreeing to such negotiated rate(s) or rate formula,
 - (ii) At the time of execution of such TSA or amendment agreeing to the negotiated rate(s) or rate formula, Shipper had access to service pursuant to this Tariff at the rates then set forth on the Statement of Rates sheets or, in the event of initial construction, Shipper had access to service pursuant to this Tariff at recourse rates and an initial recourse rate estimate was provided in good faith, and

4.12 (a) (continued)

- (iii) Prior to commencing service at such negotiated rate(s) or rate formula, Transporter will have filed a tariff sheet advising the Commission of such negotiated rate TSA, 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 negotiated rate(s) or rate formula should exceed the maximum rate for such service stated on the Statement of Rates sheets of this Tariff, Shipper paying such rate(s) shall be treated, for capacity-allocation purposes pursuant to Section 6.5, and for purposes of evaluating ROFR bids pursuant to Section 4.9 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 sheets. The highest rate the Shipper must match for ROFR matching purposes is the maximum rate set forth in this Tariff. Any Shipper, existing or new, paying the maximum tariff rate has the same right to capacity as a Shipper willing to pay a higher negotiated rate. If the negotiated rate is higher than the corresponding maximum recourse rate, the negotiated rate cannot be used as the price cap for release capacity pursuant to Section 9 of these General Terms and Conditions.
- (c) Accounting for Costs and Revenues. Transporter will maintain accounting records so that revenues can be tracked to each negotiated rate transaction
- (d) Subject to the limitations set forth below, Transporter may seek to include negotiated rates in a discount-type adjustment to the level of Transporter's recourse rates in general rate changes initiated by Transporter under Section 4 of the Natural Gas Act and rate changes initiated by others under Section 5 of the Natural Gas Act. Transporter may seek to include negotiated rates in such recourse rate adjustment whenever the rate for service is below the posted maximum rate for service under the applicable rate schedule for all or part of the 12-Month base period and/or the nine Month adjustment period for such rate change proceeding. However, if the negotiated rate TSA(s) was/were not in effect during the base period, such discount may still be requested in the recourse rate adjustment when the rate for service under the negotiated rate TSA is projected to be in effect with rates below the otherwise applicable maximum recourse rate as of the end of the 9-Month adjustment period applicable to such rate proceeding.
- (e) A discount adjustment to recourse rates shall only be allowed to the extent that Transporter can meet the standards required of an affiliate discount-type adjustment including requiring that the Transporter shall have the burden of proving that any discount granted is required to meet competition.

4.12 (continued)

- (f) Transporter shall be required to demonstrate that any discount-type adjustment does not have an adverse impact on recourse rate Shippers.
 - (i) Demonstrating that, in the absence of Transporter's entering into such negotiated rate TSA providing for such discount, Transporter would not have been able to contract for such capacity at any higher rate, and that recourse rates would otherwise be as high or higher than recourse rates which result after applying the discount adjustment; or
 - (ii) Making another comparable showing that the negotiated rate discount contributes more fixed costs to the system than could have been achieved without the discount.
- (g) Transporter may also seek to include in a discount-type adjustment negotiated rate TSA that were converted from pre-existing discounted Part 284 agreements to negotiated rate TSAs.
- (h) This provision does not allow Transporter and Shipper to negotiate terms and conditions of service.

4.13 Statutory Regulation

The respective obligations of Transporter and Shipper under the TSA are subject to the laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

4.14 Assignments

- (a) Assignable Parties. A Shipper may assign its TSA 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 hereto. Whenever any corporation is referred to herein, such reference shall be deemed to include the successors and assignees of such corporation.
- (b) If a Shipper wishes to assign a portion or all of its firm capacity under a TSA to a party not described above, it must do so using the capacity release provisions of this Tariff.

- 4.15 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 a TSA, in connection with (1) the operation of pipelines, facilities and wells in connection with a TSA under Transporter's rate schedules, (2) Imbalance Management and Critical Conditions as described in the General Terms and Conditions and/or (3) other matters covered by a TSA. If the Agent has authority under (1) and (2) above, operating notices shall be served on the Agent alone. When using an Agent, the Shipper remains bound by its obligations under a TSA. Further, 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.
- 4.16 Termination Obligations. Termination of a firm or interruptible TSA, SS Agreement, PAL, or HSP Agreement shall not relieve Shipper or Operator, as applicable, of the obligation to pay money due to Transporter or to correct any volume imbalances. All warranties and indemnities shall survive the termination of the TSA or Agreement.
- 4.17 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.
- 4.18 Governing Law: The laws of the State of Colorado shall govern the validity, construction, interpretation and effect of TSAs and of the applicable Tariff provisions. TSAs are subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FT

Agreement No. _____

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

CHEYENNE PLAINS GAS PIPELINE 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 FT

Agreement No. _____

Transportation Service Agreement
Rate Schedule FT
Dated: _____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.
2. Shipper: _____
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff First 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 receipt point(s) and primary delivery point(s) shall be on a firm basis. Receipt and delivery of quantities at Secondary Receipt Point(s) and/or Secondary Delivery Point(s) 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 obligation 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. Receipt and Delivery Points: Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) 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. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate pursuant to the rate provisions of Rate Schedule FT and Section 4.11 of the General Terms and Conditions. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.

8. Negotiated Rate: Yes _____ No _____

9. Maximum Delivery Quantity ("MDQ")

MDQ (Dth/d)

Effective Date

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:

Invoices: _____

Attn: _____

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:

SHIPPER:

CHEYENNE PLAINS GAS PIPELINE
COMPANY, L.L.C.

Accepted and agreed to this

_____ day of _____, _____

Accepted and agreed to this

_____ day of _____, _____

Agreement No. _____

EXHIBIT A

to

Transportation Service Agreement
Rate Schedule FT

between

CHEYENNE PLAINS GAS PIPELINE 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

Primary Receipt Point(s) (including, among other things, Point Identification Number (PIN) and Point Identification Number Name) (1)

Primary Delivery Point(s) (including, among other things, Point Identification Number (PIN) and Point Identification Number Name) (1)

Effective Dates

Primary Receipt Point Quantity (Dth per Day)(2)

Primary Delivery Point Quantity (Dth per Day)(3)

Minimum Pressure (p.s.i.g.)(4)

Maximum Pressure (p.s.i.g.)(4)

Notes: [Insert as applicable]

- (1) Information regarding receipt and delivery point(s), 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 Receipt point 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 receipt point on a pro rata basis based on the quantities received on any Day at a receipt point divided by the total quantity delivered at all delivery points under this Transportation Service Agreement.
- (3) The sum of the delivery quantities at all delivery point(s) shall be equal to Shipper's MDQ.

- (4) Pressure conditions shall be in accordance with Section 5.7 of the General Terms and Conditions of the Tariff.

Agreement No. _____

EXHIBIT B

to

Transportation Service Agreement

between

CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.
and

(Shipper)

Dated: _____

The following data elements shall be described on this Exhibit B, as applicable:

Primary Receipt Point(s) (including, among other things, Point Identification Number (PIN) and Point Identification Number Name)

Primary Delivery Point(s) (including, among other things, Point Identification Number (PIN) and Point Identification Number Name)

Reservation Rate (1)(4)

Commodity Rate (1)(4)

Effective Dates

Fuel (2)(4)

Surcharges (3)

Secondary Receipt Point(s) (including, among other things, Point Identification Number (PIN) and Point Identification Number Name)

Secondary Delivery Point(s) (including, among other things, Point Identification Number (PIN) and Point Identification Number Name)

Authorized Overrun (1)(5)

Electric Power Cost (6)

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 FT or other superseding Rate Schedules; as such rates may be changed from time to time. The reservation rate shall be payable regardless of quantities transported.

-and/or-

[Insert for discount rate(s), as necessary (e.g., 1(a), (1b), etc.)

As provided in Section 4.11 of the GT&C 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 rates 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., 1(a), (1b), etc.)

As provided in Section 4.12 of the GT&C 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 Transporter's 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 on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

ACA:

The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions of the Tariff.

- (4) Quantities scheduled by Transporter from/to primary and/or secondary, and/or segmented point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Off-System Capacity charges as described on Transporter's EBB and/or pursuant to Section 4.6 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.
- (6) EPC shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the parties.

NON-CONFORMING AGREEMENTS

Section 1	Reserved
Section 2	Reserved
Section 3	Reserved
Section 4	Reserved
Section 5	Reserved
Section 6	Reserved
Section 7	Reserved
Section 8	Reserved
Section 9	Reserved

Reserved

Reserved

Reserved

Reserved

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Reserved

Marked Tariff Sections

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Section 9	Grasslands Energy Marketing LLC #214105-FTCPG <u>Reserved</u>

List of Non-Conforming Agreements

Atmos Energy Corporation	#21013
Augustus Energy Resources, LLC	#21016001A
Augustus Energy Resources, LLC	#21018000D
EnCana Marketing (USA) Inc.	#21015000-FTCPG
and Precedent Agreement dated August 6, 2003	
MIECO, Inc.	#212185-FTCPG
Grasslands Energy Marketing LLC	#214105-FTCPG
Shell Energy North America (US), L.P.	#21032
Yates Petroleum Corporation	#21003008
(Reserved)	

RATE SCHEDULE FT
Firm Transportation Service

1. AVAILABILITY

- 1.1 This Rate Schedule is available for transportation service by Cheyenne Plains Gas Pipeline Company, L.L.C. (hereinafter called Transporter), for any person (hereinafter called Shipper) when Shipper desires firm transportation service and:
- (a) Transporter has determined that other than such new taps, valves, measurement equipment, and other minor facilities which may be required at the receipt or delivery point(s) to effect receipt or delivery of the gas it has available or will secure sufficient uncommitted capacity to provide the service requested by Shipper as well as all of its other firm service commitments;
 - (b) Shipper makes a valid request pursuant to the requirements of Section 4 of the General Terms and Conditions of this Tariff; and
 - (c) Shipper executes a Firm Transportation Service Agreement ("TSA") pursuant to the terms of this Rate Schedule in the form attached hereto; and
 - (d) Shipper has met the creditworthiness requirements of Section 4.10 of this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Transportation Service up to Shipper's MDQ shall be considered firm and not subject to a prior claim by another Shipper or another class of service under a pre-existing contract, TSA or certificate.
- 2.2 Upon mutual agreement of Shipper and Transporter, the TSA may be amended to add or delete primary receipt or delivery points.
- 2.3 Transporter shall not be required to provide transportation service if the quantities tendered are so small as to cause operational difficulties, such as measurement. Transporter shall promptly notify Shipper if such operating conditions exist.
- 2.4 Rates of Flow. Unless otherwise agreed, at each receipt and delivery point, each Party shall flow, or cause to flow, gas at uniform Hourly and daily rates of flow as specified below.
- (a) At each receipt and delivery point, quantities delivered for Shipper's account shall not exceed 1/24th of scheduled quantities, except as provided in section (b), below.
 - (b) In addition to the rates of flow specified in section (a) above, quantities delivered for Shipper's account at Qualified Points of Delivery shall not exceed in any Hour 1/24th of the scheduled quantities resulting from Hourly Entitlement Enhancement Nominations ("HEEN").

- 2.5 This service shall be subject to the flexible receipt and delivery point and Segmentation provisions of Section 8.1, the imbalance management provisions of Section 10, and the capacity release requirements specified in Section 9 of the General Terms and Conditions.

2.6 Shipper may contract for firm transportation service as set forth in this Section 2.6. Shipper's MDQ shall be a uniform quantity throughout the term of the TSA, except that Transporter may, on a not unduly discriminatory basis, agree to differing monthly levels in Shipper's MDQ (including Months without MDQs) for different, specified Months or portions of the term of the TSA. Shipper's MDQ and any differing levels in such quantities, as well as the period of such differing levels, shall be specified in the executed TSA.

3. TRANSPORTATION SERVICE CHARGES

- 3.1 Applicable Rates. The applicable rates for service hereunder shall be, subject to the other provisions hereof, the rates agreed to by Transporter and Shipper as set forth in the TSA.
- (a) Reservation Charge. Each Month Shipper shall be charged a reservation charge determined by multiplying the reservation rate set forth in the TSA by Shipper's MDQ. Shipper shall begin paying the reservation charge on the date provided for the TSA.
 - (b) Commodity Charge. Shipper shall be charged each Month an amount obtained by multiplying the Commodity Rate set forth in the TSA by the quantity of gas in Dth delivered (exclusive of any Overrun Gas) each Day of the Month by Transporter to Shipper at the delivery point(s).
 - (c) Backhaul Charge. Shipper shall be charged applicable forward haul rates when the transportation service rendered by Transporter is Backhaul.
 - (d) Incremental Facility Charge. When the construction of new minor facilities is required in order to provide service to Shipper, Shipper will pay Transporter for such facilities. 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 over a period of time agreed to by Shipper and Transporter. The facility charge will include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties, if the Shipper elects to reimburse Transporter for the facilities over a period of time. If a contribution in aid of construction (CIAC) is paid by the Shipper in accordance with the construction of facilities agreement and such transaction is determined to be taxable, it shall be increased by an amount (Tax Reimbursement) to compensate for the corporate income tax effects thereof, according to the following formula:

$$\text{Tax Reimbursement} = [\text{Tax Rate} \times (\text{CIAC} - \text{Present Value of Tax Depreciation})] \times [1 + \{\text{Tax Rate}/(1 - \text{Tax Rate})\}]$$

3.1 Applicable Rates (continued)

- (e) Other Charges. Transporter shall charge Shipper and Shipper shall pay for any other FERC approved charges that apply to service under this Rate Schedule.

3.2 Adjustment of Rates.

- (a) Subject to the terms of the TSA, Transporter reserves the right to prescribe and/or adjust at any time any of the rates applicable to service under any individual TSA without adjusting any other rates for service under other TSAs; 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 Sheet. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 4.12 of the General Terms and Conditions of this Tariff. Downward adjustment to any rate shall be for a specific term. Unless otherwise agreed, at the expiration of the term specified in the TSA, the rate for Transportation Service shall revert to the maximum rate under this Rate Schedule.

- 3.3 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 4.6 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

In addition to the other payments made pursuant to this Rate Schedule, Shipper shall provide and be responsible for FL&U for the transportation of Natural Gas pursuant to Shipper's TSA.

5. ELECTRIC POWER COSTS

In addition to other payments made pursuant to this Rate Schedule, Shipper shall be charged each Month the EPC for the transportation of Natural Gas pursuant to Shipper's TSA. The EPC will be calculated pursuant to Section 30 of the GT&C.

6. OVERRUN TRANSPORTATION

- 6.1 Authorized Overrun Transportation. On any Day, upon request of Shipper and with Transporter's consent, Shipper may tender and Transporter may receive authorized overrun quantities above the MDQ. All such quantities shall be referred to as authorized Overrun Gas and transported on an interruptible basis. Unless otherwise agreed, Shipper shall pay an amount obtained by multiplying such authorized overrun quantities delivered by Transporter to Shipper or for Shipper's account, at each delivery point(s) or transported on any Segment during the Month by the maximum Authorized Overrun Rate stated on the Statement of Rates sheet. An authorized overrun quantity shall not be subject to more than one authorized overrun rate.

- 6.2 Unauthorized Overrun Transportation. On any Day, any gas quantity that exceeds Shipper's daily scheduled quantity at any receipt or delivery point or on any Segment and which has not been authorized by Transporter is unauthorized. All such quantities shall be referred to as unauthorized Overrun Gas and shall be subject to the 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 each Day by the Unauthorized Overrun Rate set forth on the Statement of Rate sheets.

7. GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the executed TSA, all of the General Terms and Conditions contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said General Terms and Conditions, are applicable to transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof.

4. REQUESTS FOR SERVICE

- 4.1 Requests for Service. A Shipper must comply with Sections 4.2 and 4.10 in order to complete a valid request for service.
- 4.2 Information to be Provided. A request for service shall be deemed valid and complete upon the following information being accurately and properly entered into Transporter's EBB. A Shipper may either enter the information directly into Transporter's EBB or furnish the information to Transporter and request that Transporter enter the information into Transporter's EBB on behalf of the Shipper; in which case, the entry of such information shall be deemed to be the act of the Shipper. If the Shipper requests that Transporter enter the information into Transporter's EBB on Shipper's behalf, then Shipper's request for service shall not be deemed valid and complete until such time as the information is actually entered into Transporter's EBB.
- (a) The full legal name, business address and phone number, and state of incorporation of the Shipper requesting service and the party with whom all contact should be made.
 - (b) A designation of whether Shipper is a local distribution company, intrastate pipeline company, interstate pipeline company, producer, end-user or marketer.
 - (c) The extent of Shipper's affiliation with Transporter.
 - (d) Shipper's Dun and Bradstreet number.
 - (e) Type of service: FT, IT, SS, PAL or HSP
 - (f) The initial term of the service, including beginning and ending dates.
 - (g) Daily quantity at each receipt point(s) ____ Dth/Day.
Daily quantity at each delivery point(s) ____Dth/Day.
Daily maximum quantity (park and/or loan) ____Dth/Day.

The total receipt point capacity must equal the total delivery point capacity.
 - (h) The Maximum Delivery Quantity for the applicable Month(s) under the contract.
 - (i) Receipt and delivery points requested.

If Section 311, 18 C.F.R. Part 284, Subpart B transportation service is requested, the Shipper must provide the following information to Transporter:
 - (j) A declaration explaining how the requested service qualifies as Section 311 service;

4.2 Information to be Provided (continued)

- (k) The name of the local distribution company or intrastate pipeline company on whose behalf the gas will be transported; and
- (l) Certification from a local distribution company or an intrastate pipeline that the service is being provided on its behalf prior to commencing transportation service.

4.3 Capacity Bidding and Evaluation Criteria.

- (a) A Shipper bidding for released firm capacity from another Shipper must follow the procedures of Section 9.
- (b) 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:
 - (i) 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;
 - (ii) 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;
 - (iii) 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.
- (c) Transporter will consider, 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:
 - (i) The request is associated with an open season;
 - (ii) 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
 - (iii) The request involves the modification or construction of facilities or the issuance of any necessary certificate authorization.

4.3 (continued)

- (d) Should Transporter conduct an open season, it will post a notice of availability of the uncontracted-for capacity on its EBB 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 basis using nondiscriminatory and objective posting and evaluation criteria specified in the notice of open season. When an open season is being conducted, all applicable requests for service will be treated under this open season process.
- (e) Transporter will conduct an open season (involving either an open offer to sell capacity or a pre-arranged transaction) 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 4.3(d) above.
- (f) If Transporter sells firm capacity pursuant to Section 4.3(c)(i), that 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.

4.4 If Shipper fails to execute an agreement or any amendment thereto tendered by Transporter in response to a valid request for service within 30 Days of the date tendered, Shipper's request shall be deemed null and void.

4.5 Capacity Reserved for Expansion Projects. Transporter may elect to reserve for future expansion projects, any unsubscribed capacity or capacity under expiring or terminating TSAs where such TSAs do not have a ROFR or Shipper does not exercise its ROFR.

- (a) Capacity may be reserved up to one year prior to Transporter filing for certificate authority for construction of proposed expansion facilities, and thereafter until all expansion facilities are placed into service.
- (b) Transporter may only reserve capacity for a future expansion project for which an open season has been or will be held within one year of 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 4.5.

4.5 Capacity Reserved for Expansion Projects (continued)

- (c) If Transporter elects to reserve capacity, it will notify Shippers of its intent as part of its posting of capacity on its EBB. Transporter's posting for reserved capacity for future expansion 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. The posting for reserved capacity shall also include a non-binding solicitation for Turnback Capacity to serve the expansion project, provided that Transporter shall post the non-binding solicitation for Turnback Capacity no later than 90 Days after the close of the expansion project open season. Transporter shall make reasonable efforts to update the posting up to the in-service date of the project to reflect any material changes in the scope of the project.
- (d) When reserving capacity for future expansion projects, Transporter must make the capacity generally available to Shippers prior to the reservation period. When an open season is held prior to the expansion project open season, Transporter shall have the right to state in the open season posting minimum terms and conditions for bids that would be acceptable for consideration that are the same as the minimum terms and conditions anticipated for the future expansion project open season. 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 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 capacity open season, Transporter shall use the same minimum terms and conditions as used for the expansion project open season.
- (e) Any capacity reserved under this Section 4.5 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 TSAs, Transporter reserves the right to limit any term extension rights provided in the TSA and pursuant to Section 4.9 commensurate with the proposed in-service date of the expansion project. Transporter will indicate in any open season posting of the capacity any limitations on term extension rights that will apply to such limited-term transportation service.
- (f) 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.

4.6 Off-System Capacity.

- (a) Transporter may enter into transportation and/or storage agreements with upstream or downstream entities, including other interstate and intrastate pipeline and storage providers (off-system capacity). In the event that 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 be waived on the acquired capacity.
- (b) Third Party Charges. If Transporter acquires off-system capacity from a third party(s) pursuant to Section 4.6 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.
- (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.

- 4.7 Electronic Execution of Agreements - Unless otherwise agreed, Transporter and Shipper will electronically execute all Transportation Service Agreements, Rate Schedule SS Agreements, Rate Schedule PAL Service Request Orders and Rate Schedule HSP Agreements (including amendments to existing agreements) entered into on or after the effective date of this tariff provision (all of which shall be referred to as "Service Agreements" or "Agreements" for purposes of this Section 4.7). Transporter and Shipper may execute such Agreements electronically or by signing a traditional paper Agreement. If Shipper elects to sign a traditional paper Agreement, then Shipper shall not submit nominations 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 Service Agreement shall be deemed to be executed by Shipper when the Shipper accepts the Agreement electronically via Transporter's electronic bulletin board. The Service Agreement shall be deemed to be executed by Transporter when Transporter accepts the Shipper's Agreement using the electronic bulletin board. A Service 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 Service Agreement shall be deemed the original until the paper Agreement is executed by both parties.
 - (c) If a Service Agreement contains provisions that must be reviewed by the Commission and the Service Agreement is not accepted by the Commission, then Transporter and Shipper shall collaborate to remedy any deficiencies.
- 4.8 Changes to Shipper's Transportation Service. If Shipper desires to change its transportation service, it must request the change using the process described in Section 4.2. If Transporter agrees to the requested amendment, it will prepare and tender to Shipper an amendment to the TSA.
- 4.9 Right-of-First-Refusal ("ROFR")
- (a) Any Shipper with a firm TSA for Transportation Service shall have a continuing right for the capacity underlying the Shipper's TSA provided that:
 - (i) The TSA is a maximum rate contract for 12 or more consecutive Months of service; or, the TSA is a multi-year seasonal contract at the maximum rate for services not offered by the pipeline for a full 12 Months. However, if such Shipper has entered into a firm agreement utilizing off-system capacity contracted for pursuant to Section 4.6 below, it may not elect to extend the term of its agreement beyond the term of Transporter's agreement for such off-system capacity.;

4.9 (a) (continued)

- (ii) Shipper complies with the requirements set forth herein;
 - (iii) Shipper does not have a negotiated rate firm TSA (except for those TSAs referenced in Section ~~4.3 of Rate Schedule FT~~4.9(l) of the General Terms and Conditions); and
 - (iv) Shipper does not have an interim TSA for entitlement associated with expansion projects as set forth in Section 4.5.
- (b) A Shipper may exercise its ROFR to retain a portion of the MDQ subject to ROFR by applying a fixed and constant percentage reduction to each monthly MDQ for the last twelve consecutive Months of the TSA; however, the Shipper may not exercise its ROFR for a geographic portion of the TSA.
- (c) Shipper Notice of Intent to Exercise.
- (i) For all firm TSAs eligible for the ROFR, Shipper shall provide notice to Transporter in writing of its intent to exercise its ROFR rights.
 - (ii) Notification of the Shipper's intent is due on or before; (i) six Months prior to the expiration date for firm TSAs of three years or less and (ii) 12 Months prior to the expiration date for firm TSAs greater than three years.
 - (iii) A Shipper shall relinquish all rights to the capacity underlying its firm TSA upon termination of the TSA by providing a notice stating that it will not exercise its ROFR rights or by failing to provide notice of its intent to exercise its ROFR rights by the deadline described above.
 - (iv) Transporter and Shipper may agree to revise the terms and conditions of the TSA prior to the Shipper providing its notice of intent to Transporter. However, once the Shipper has provided its notice of intent or the notification period has expired, the TSA may only be revised by following the requirements of this section.
 - (v) If the TSA contains an evergreen provision, the ROFR provisions of this section will not apply until the TSA has reached the end of the evergreen period.
- (d) Solicitation of Bids. If the Shipper provides notice of its intent to exercise ROFR rights, then Transporter shall solicit competing bids for the subject capacity. Transporter shall post on its EBB for 30 Days the terms and conditions of the expiring TSA. Any Party qualified under the capacity release rules of this Tariff may submit a bid for all, or a portion of, the subject capacity during the bid period.

4.9 Right-of-First-Refusal ("ROFR") (continued)

- (e) Existing Shipper's and Right to Match. Within ten Business Days after the close of the bid period, Transporter shall notify the existing Shipper of the best offer or offers received for the expiring capacity. Transporter's evaluation shall be based on one of the capacity release bid evaluation methods listed in Section 9.11(d). Transporter shall identify the method to be used in its solicitation of bids. The term of any competing offer shall not be capped for comparison purposes. Within ten Business Days after such notification by Transporter, the existing Shipper must notify Transporter of its intent to match the best offer(s). If the existing Shipper does not agree to match the best offer(s), then the existing Shipper relinquishes all rights to such capacity. Transporter may enter into a TSA with the bidder(s) submitting the highest offer(s). However, Transporter shall not be required to enter into a TSA that is at less than Transporter's applicable maximum Tariff rate.
- (f) Continuation if No Firm TSA is Executed. If Transporter does not execute a firm TSA with a competing Shipper on or before the expiration of the existing Shipper's TSA, the existing Shipper shall have the right to continue service at Transporter's maximum applicable Tariff rate for an agreed term between the Parties.
- (g) Evergreen Rights. Transporter and Shipper may mutually agree to an evergreen provision in the TSA that would allow the TSA to go beyond its primary term with the mutual consent of the parties. If the TSA contains an evergreen provision, the ROFR provisions of this section will not apply until the TSA has reached the end of the evergreen period. However, if such Shipper has entered into a firm agreement utilizing off-system capacity contracted for pursuant to Section 4.6 below, it may not elect to extend the term of its agreement beyond the term of Transporter's agreement for such off-system capacity.
- (h) Capacity that is sold on an interim basis up to the commencement date of a prospective firm transportation agreement, pursuant to Section 4.3(f) of the General Terms and Conditions, shall not be eligible for a right of first refusal.
- (i) Transporter and Shipper may mutually agree to the early termination of one or more TSAs 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 EBB as unsubscribed, available capacity prior to the extension.

4.9 Right-of-First-Refusal ("ROFR") (continued)

- (j) Prior to the expiration of the term of a TSA, Transporter and Shipper may mutually agree to an extension of the term of the TSA 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). 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 EBB as unsubscribed, available capacity prior to the extension. If a TSA has a right-of-first-refusal, the agreement to extend the term must be reached prior to the receipt of an acceptable bid submitted pursuant to Section 4.3 of these General Terms and Conditions.
- (k) When an agreement is subject to a regulatory right of first refusal, contains a contractual right of first refusal, a rollover clause, or an evergreen clause, extension rights apply to each expiring increment of capacity (i.e., on a step-down basis) during the term of the agreement.
- (l) Right of Initial Shippers to Contractual ROFR. For purposes of this section, any Shipper whose TSA was included in the Docket No. CP03-302-000 certificate proceeding and the CP04-345-000 expansion proceeding is an Initial Shipper.
 - (i) Notwithstanding Section 4.9(a)(iii) of the General Terms and Conditions, Initial Shippers shall have a Right-of-First-Refusal pursuant to this Section 4.9 of the General Terms and Conditions exercisable at the end of the term of the Initial Shippers' TSAs.

4.10 Creditworthiness

- (a) **Creditworthiness Requirement.** A Shipper wishing to obtain service must first comply with the creditworthiness requirements of this Tariff.
- (b) **Criteria for Creditworthiness Determination**
 - (i) Acceptance of a Shipper's request for service and the continuation of service are contingent upon the Shipper satisfying, on an on-going basis, a credit appraisal by Transporter.
 - (ii) Transporter shall apply consistent evaluation practices to all similarly situated Shippers to determine the Shipper's financial ability to satisfy the payment obligations due to Transporter over the term of the requested service agreement.

~~4.10 (b) (continued)~~

- (iii) A Shipper will be deemed creditworthy if: (i) it'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"), (ii) Shipper's short term and long term outlook opinion is Stable or Positive from S&P or Moody's, and (iii) the sum of 12 Months of anticipated charges under a firm or interruptible TSA is less than 10% of Shipper's tangible net worth. In the event Shipper is rated by multiple agencies, the lowest rating shall be used. If the Shipper has multiple TSAs with Transporter, then the total of all such TSAs shall be considered in determining creditworthiness.
 - (iv) If Shipper is not rated by S&P or Moody's but has a parent that can satisfy the requirements of Section 4.10(c), then a Shipper may use its parent's credit rating and financial strength if a guarantee acceptable to Transporter is provided.
- (c) If Shipper is unable to satisfy the requirements of Section 4.10(d), Transporter will perform a creditworthiness review. As a part of this review, Transporter may require, either with the request for service or at any future time as Transporter deems necessary to conduct on-going credit evaluations of Shipper, that the Shipper provide Transporter with additional information to allow Transporter to determine the Shipper's creditworthiness.

If the service under review involves service under an existing TSA, Shipper must provide the additional information within five Business Days of the request for such information. If the service under review involves service under a new TSA, the information must be provided before Shipper's request may be deemed a valid request for service.

4.10 Creditworthiness (continued)

- (d) Transporter may request Shipper provide any or all of the following information:
- (i) a copy of Shipper's audited financial statements for the previous two fiscal year ends certified by the Chief Financial Officer or Chief Accounting Officer of the Shipper (which certificate shall state that such financial statements fairly present the financial condition and results of operations of the Shipper for the period indicated therein) prepared in accordance with generally accepted accounting principles or, for non-U.S.-based Shippers, prepared in accordance with equivalent standards;
 - (ii) a copy of Shipper's financial statements for the most recent period available, which may be unaudited, but if unaudited, must be signed and attested by Shipper's President and Chief Financial Officer as fairly representing the financial position of the company;

~~4.10 (d) (continued)~~

- (iii) Shipper shall provide a bank reference and at least two trade references. The results of reference checks and any credit reports submitted herein must show that Shipper's obligations are being paid on a reasonably prompt basis;
- (iv) Shipper shall confirm in writing that Shipper is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. Transporter may make an exception for a Shipper who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act if Transporter is adequately assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction;
- (v) Shipper shall provide a list of owners and/or shareholders of the entity, if privately held.

4.10 Creditworthiness (continued)

- (e) If Shipper is unable to satisfy the requirements of Sections 4.10(b)(iii) and 4.10(c), it must provide and maintain adequate credit assurance satisfactory to Transporter in order to be granted a request for new service or to continue service under an existing TSA. If the service under review involves service under an existing TSA with a Shipper that has failed to demonstrate creditworthiness, the Shipper must bring its account with Transporter current by paying all past due invoice amounts owed to Transporter and provide, within five Business Days, payment in advance of one Month's anticipated charges in order to continue service for the current Month and within 30 calendar Days, the Shipper must provide the next three Months of credit assurance to continue service. Adequate assurance shall include at least one of the following at Shipper's election:
 - (i) an irrevocable letter of credit to Transporter, satisfactory to Transporter, verifying the Shipper's creditworthiness;
 - (ii) a deposit in advance for the service under review;
 - (iii) a grant to Transporter of a security interest in collateral found to be satisfactory to Transporter; or

~~4.10 (e) (continued)~~

- (iv) a guarantee acceptable to Transporter, by another person or entity which satisfies credit appraisal.

Such letter of credit, deposit, security interest or guarantee shall be equal to three Months of the highest estimated reservation and commodity charges to include estimated charges for Natural Gas imbalances during the term of the service agreement. Upon Shipper's establishment of an acceptable credit record pursuant to Sections 4.10(b)(iii) or 4.10(c) or upon expiration of the TSA, Transporter shall return Shipper's letter of credit, deposit, security interest, or guarantee as applicable. If Transporter returns a deposit to Shipper, Transporter shall pay interest to Shipper at rates set pursuant to 18 CFR Section 154.501(d).

- (f) If Shipper is found to be non-creditworthy, Transporter will inform Shipper, in writing upon Shipper's request, of the reasons for the determination.
- (g) If Shipper is unable to demonstrate creditworthiness using any of the methods described above for a request for new service, Transporter may deny the Shipper's request.
- (h) If Shipper is unable to demonstrate creditworthiness using any of the methods described above for service under an existing TSA, Transporter may, without waiving any rights or remedies it may have, terminate service upon 30-Day written notice using the notice procedures of Section 12.6 of the General Terms and Conditions.

4.10 Creditworthiness (continued)

- (i) Transporter may determine in its reasonable discretion that a Shipper that requests new service is not creditworthy to receive such service on the basis that Shipper has outstanding payments due on invoices rendered by Transporter on current or past TSAs and Shipper has defaulted on such payments per the terms of Section 12 of the General Terms and Conditions.
- (j) If a Shipper has multiple TSAs with Transporter and defaults on one TSA, Transporter may deem a default by Shipper on that one TSA as a loss of creditworthiness on any other TSA the Shipper has with Transporter.
- (k) Notwithstanding any other provision of this section, the Initial Shippers identified in the Docket No. CP03-302-000 proceeding or any Shippers succeeding to such capacity shall demonstrate creditworthiness in an amount equal to at least one year of reservation charges under the TSA. The one-year requirement shall remain in effect until the earlier of the termination of the applicable TSA or when Transporter has been reimbursed for the cost of the new facilities.

4.11 ~~___~~ Discounting.

- (a) In the event that Transporter agrees to discount its rate to Shipper below Transporter's maximum rate under Transporter's FT, IT, SS, and PAL 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. Transporter and Shipper may agree that a specified discounted rate will apply under the following conditions:
 - (i) to specified quantities under the TSA or related scheduled overrun transportation;
 - (ii) to specified quantities achieving or not exceeding a certain level (including parked or loaned quantities withdrawn or paid back on the specific dates mutually agreed to by Transporter and Shipper or pursuant to Section 6.2 of Rate Schedule PAL);
 - (iii) in a specified relationship to quantities actually transported;
 - (iv) to specified quantities during specified periods of time or during specified periods of the year;
 - (v) to specified quantities at specific receipt or delivery points or other geographical locations;
 - (vi) to production reserves committed by the Shipper; and/or

4.11 (a) (continued)

- (vii) that a specific discounted rate is based on published index prices for specific receipt and/or delivery points or other agreed-upon published pricing reference points (such discounted rate may be based upon the differential between published prices or arrived at by formula). Any agreement containing such discounted rate shall specify the rate component(s) to be discounted (i.e., reservation charge or usage charge or both) and any formula will provide a reservation rate per unit of contract demand (Maximum Daily Quantity). To the extent the firm reservation charge is discounted, the index price differential rate formula shall be calculated to state a rate per dth. Furthermore, such discount shall not change the underlying rate design of the service being provided or include any minimum bill or minimum take provision that would have the effect of guaranteeing revenue.

In addition, the discount 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 or is less than the applicable minimum rate due to a change in Transporter's maximum (minimum) rates so that such rate component must be adjusted downward (upward) to equal the new applicable maximum (minimum) rate, then other rate components may be adjusted upward (downward) to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate or are less than the minimum 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 sheets. Nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates which had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

4.12 Negotiated Rate Authority

- (a) Authority and Conditions. The rate or rates to be charged for service pursuant to any rate schedule contained in this Tariff may vary in form or level from the maximum-to-minimum ranges set forth on Statement of Rates sheets of this Tariff, provided:
 - (i) Transporter and Shipper have executed a valid TSA agreeing to such negotiated rate(s) or rate formula,
 - (ii) At the time of execution of such TSA or amendment agreeing to the negotiated rate(s) or rate formula, Shipper had access to service pursuant to this Tariff at the rates then set forth on the Statement of Rates sheets or, in the event of initial construction, Shipper had access to service pursuant to this Tariff at recourse rates and an initial recourse rate estimate was provided in good faith, and

4.12 (a) (continued)

- (iii) Prior to commencing service at such negotiated rate(s) or rate formula, Transporter will have filed a tariff sheet advising the Commission of such negotiated rate TSA, 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 negotiated rate(s) or rate formula should exceed the maximum rate for such service stated on the Statement of Rates sheets of this Tariff, Shipper paying such rate(s) shall be treated, for capacity-allocation purposes pursuant to Section 6.5, and for purposes of evaluating ROFR bids pursuant to Section 4.9 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 sheets. The highest rate the Shipper must match for ROFR matching purposes is the maximum rate set forth in this Tariff. Any Shipper, existing or new, paying the maximum tariff rate has the same right to capacity as a Shipper willing to pay a higher negotiated rate. If the negotiated rate is higher than the corresponding maximum recourse rate, the negotiated rate cannot be used as the price cap for release capacity pursuant to Section 9 of these General Terms and Conditions.
- (c) Accounting for Costs and Revenues. Transporter will maintain accounting records so that revenues can be tracked to each negotiated rate transaction
- (d) Subject to the limitations set forth below, Transporter may seek to include negotiated rates in a discount-type adjustment to the level of Transporter's recourse rates in general rate changes initiated by Transporter under Section 4 of the Natural Gas Act and rate changes initiated by others under Section 5 of the Natural Gas Act. Transporter may seek to include negotiated rates in such recourse rate adjustment whenever the rate for service is below the posted maximum rate for service under the applicable rate schedule for all or part of the 12-Month base period and/or the nine Month adjustment period for such rate change proceeding. However, if the negotiated rate TSA(s) was/were not in effect during the base period, such discount may still be requested in the recourse rate adjustment when the rate for service under the negotiated rate TSA is projected to be in effect with rates below the otherwise applicable maximum recourse rate as of the end of the 9-Month adjustment period applicable to such rate proceeding.
- (e) A discount adjustment to recourse rates shall only be allowed to the extent that Transporter can meet the standards required of an affiliate discount-type adjustment including requiring that the Transporter shall have the burden of proving that any discount granted is required to meet competition.

4.12 (continued)

- (f) Transporter shall be required to demonstrate that any discount-type adjustment does not have an adverse impact on recourse rate Shippers.
 - (i) Demonstrating that, in the absence of Transporter's entering into such negotiated rate TSA providing for such discount, Transporter would not have been able to contract for such capacity at any higher rate, and that recourse rates would otherwise be as high or higher than recourse rates which result after applying the discount adjustment; or
 - (ii) Making another comparable showing that the negotiated rate discount contributes more fixed costs to the system than could have been achieved without the discount.
- (g) Transporter may also seek to include in a discount-type adjustment negotiated rate TSA that were converted from pre-existing discounted Part 284 agreements to negotiated rate TSAs.
- (h) This provision does not allow Transporter and Shipper to negotiate terms and conditions of service.

4.13 Statutory Regulation

The respective obligations of Transporter and Shipper under the TSA are subject to the laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

4.14 Assignments

- (a) Assignable Parties. A Shipper may assign its TSA 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 hereto. Whenever any corporation is referred to herein, such reference shall be deemed to include the successors and assignees of such corporation.
- (b) If a Shipper wishes to assign a portion or all of its firm capacity under a TSA to a party not described above, it must do so using the capacity release provisions of this Tariff.

- 4.15 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 a TSA, in connection with (1) the operation of pipelines, facilities and wells in connection with a TSA under Transporter's rate schedules, (2) Imbalance Management and Critical Conditions as described in the General Terms and Conditions and/or (3) other matters covered by a TSA. If the Agent has authority under (1) and (2) above, operating notices shall be served on the Agent alone. When using an Agent, the Shipper remains bound by its obligations under a TSA. Further, 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.
- 4.16 Termination Obligations. Termination of a firm or interruptible TSA, SS Agreement, PAL, or HSP Agreement shall not relieve Shipper or Operator, as applicable, of the obligation to pay money due to Transporter or to correct any volume imbalances. All warranties and indemnities shall survive the termination of the TSA or Agreement.
- 4.17 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.
- 4.18 Governing Law: The laws of the State of Colorado shall govern the validity, construction, interpretation and effect of TSAs and of the applicable Tariff provisions. TSAs are subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FT

Agreement No. _____

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

CHEYENNE PLAINS GAS PIPELINE 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 FT

Agreement No. _____

Transportation Service Agreement
Rate Schedule FT
Dated: _____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.
2. Shipper: _____
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff First 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 receipt point(s) and primary delivery point(s) shall be on a firm basis. Receipt and delivery of quantities at Secondary Receipt Point(s) and/or Secondary Delivery Point(s) 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 obligation 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. Receipt and Delivery Points: Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) 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. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate pursuant to the rate provisions of Rate Schedule FT and Section 4.11 of the General Terms and Conditions. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.

8. Negotiated Rate: Yes _____ No _____

9. Maximum Delivery Quantity ("MDQ")

MDQ (Dth/d)

Effective Date

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:

Invoices: _____

Attn: _____

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:

SHIPPER:

CHEYENNE PLAINS GAS PIPELINE
COMPANY, L.L.C.

Accepted and agreed to this

_____ day of _____, _____

Accepted and agreed to this

_____ day of _____, _____

Agreement No. _____

EXHIBIT A

to

Transportation Service Agreement
Rate Schedule FT

between

CHEYENNE PLAINS GAS PIPELINE 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

Primary Receipt Point(s) (including, among other things, Point Identification Number (PIN) and Point Identification Number Name) (1)

Primary Delivery Point(s) (including, among other things, Point Identification Number (PIN) and Point Identification Number Name) (1)

Effective Dates ~~(See ¶____)~~

Primary Receipt Point Quantity (Dth per Day)(2)

Primary Delivery Point Quantity (Dth per Day)(3)

Minimum Pressure (p.s.i.g.)(4)

Maximum Pressure (p.s.i.g.)(4)

Notes: [Insert as applicable]

- (1) Information regarding receipt and delivery point(s), 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 Receipt point 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 receipt point on a pro rata basis based on the quantities received on any Day at a receipt point divided by the total quantity delivered at all delivery points under this Transportation Service Agreement.
- (3) The sum of the delivery quantities at all delivery point(s) shall be equal to Shipper's MDQ.

- | (4) Pressure conditions shall be in accordance with Section 5.74 of the General Terms and Conditions of the Tariff.

Agreement No. _____

EXHIBIT B

to

Transportation Service Agreement

between

CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.
and

(Shipper)

Dated: _____

The following data elements shall be described on this Exhibit B, as applicable:

Primary Receipt Point(s) (including, among other things, Point Identification Number (PIN) and Point Identification Number Name)

Primary Delivery Point(s) (including, among other things, Point Identification Number (PIN) and Point Identification Number Name)

Reservation Rate (1)(4)

Commodity Rate (1)(4)

Effective Dates

Fuel (2)(4)

Surcharges (3)

Secondary Receipt Point(s) (including, among other things, Point Identification Number (PIN) and Point Identification Number Name)

Secondary Delivery Point(s) (including, among other things, Point Identification Number (PIN) and Point Identification Number Name)

Authorized Overrun (1)(5)

Electric Power Cost (6)

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 FT or other superseding Rate Schedules; as such rates may be changed from time to time. The reservation rate shall be payable regardless of quantities transported.

-and/or-

[Insert for discount rate(s), as necessary (e.g., 1(a), (1b), etc.)

As provided in Section 4.11 of the GT&C 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 rates 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., 1(a), (1b), etc.)

As provided in Section 4.12 of the GT&C 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 Transporter's 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 on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

ACA:

The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions of the Tariff.

- (4) Quantities scheduled by Transporter from/to primary and/or secondary, and/or segmented point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Off-System Capacity charges as described on Transporter's EBB and/or pursuant to Section 4.6 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.
- (6) EPC shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the parties.

NON-CONFORMING AGREEMENTS

Section 1	MIECO, Inc. #212185-FTCPG <u>Reserved</u>
Section 2	Reserved
Section 3	EnCana Marketing (USA) Inc. #21015000-FTCPG <u>Reserved</u>
Section 4	Augustus Energy Resources, LLC #21016001A <u>Reserved</u>
Section 5	Augustus Energy Resources, LLC #21018000D <u>Reserved</u>
Section 6	Reserved
Section 7	Reserved
Section 8	Reserved
Section 9	Grasslands Energy Marketing LLC #214105-FTCPG <u>Reserved</u>

~~Agreement No. 212185-FTCPG~~

~~FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT~~

~~between~~

~~CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.~~

~~and~~

~~MIECO, INC.~~

~~-(Shipper)~~

~~DATED: July 14, 2016~~

Agreement No. 212185-FTCPG

Transportation Service Agreement

Rate Schedule FT

Dated: July 14, 2016

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ~~Transporter: CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.~~

2. ~~Shipper: MIECO, INC.~~

3. ~~Applicable Tariff and Incorporation by Reference:~~ Transporter's FERC Gas Tariff First 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 receipt point(s) and primary delivery point(s) shall be on a firm basis. Receipt and delivery of quantities at Secondary Receipt Point(s) and/or Secondary Delivery Point(s) shall be in accordance with the Tariff.

6. ~~Receipt and Delivery Points:~~ Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) 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. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate pursuant to the rate provisions of Rate Schedule FT and Section 4.11 of the General Terms and Conditions. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.

8. ~~Negotiated Rate:~~ Yes ☒ No ☐

9. ~~Maximum Delivery Quantity ("MDQ")~~

MDQ (Dth/d)	Effective Date
9,000	08/01/2016 – 04/30/2017
5,000	05/01/2017 – 04/30/2018

~~Agreement No. 212185-FTCPG~~

~~10. **Term of Firm Transportation Service:** _____ Beginning: August 1, 2016
_____ Ending: April 30, 2018~~

~~Based on the rights granted to Initial Shippers pursuant to Section 4.9 of the General Terms and Conditions, Shipper shall have a contractual right of first refusal to this capacity.~~

~~11. **Notices, Statements, and Bills:**~~

~~**To Shipper:**~~

~~_____ **Invoices:**~~

~~_____ MIECO, INC.~~

~~_____ 301 E OCEAN BLVD~~

~~_____ STE 1100~~

~~_____ LONG BEACH, CA 90802~~

~~_____ Attn: Accounts Payable~~

~~_____ **All Notices:**~~

~~_____ MIECO, INC.~~

~~_____ 301 E OCEAN BLVD~~

~~_____ STE 1100~~

~~_____ LONG BEACH, CA 90802~~

~~_____ 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 Vanguard Operating, LLC Transporter Agreement No. 21014008-FTCPG, per FERC order Docket No. RP16-1029-000.~~

~~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. **Sharing of Interruptible and Short Term Firm Transportation Revenue and Authorized Overrun Charges.** Under this negotiated rate agreement, Shipper shall receive fifty percent (50%) of a pro rata share of the revenues received by Transporter from Interruptible and Short Term Firm Transportation Services (net of variable costs and surcharges) until such time as the Commission modifies the treatment of the costs and revenues of such service. In addition, Shipper shall receive fifty percent (50%) of a pro rata share of any Authorized Overrun charges collected by Transporter (net of variable costs and surcharges) until such time as the Commission modifies the treatment of Authorized Overrun Charges. Shipper's pro rata share determined and paid annually and shall be~~

~~based upon the relationship of the total payments received from the Shipper and the total revenues received by the pipeline.~~

- ~~15. ***Most-favored Nations Rate Provision.*** During the term of this Agreement, if a future shipper on an expansion of the Pipeline executes a transportation service agreement for service from the Cheyenne to the Greensburg area for the same length of service or shorter that has a negotiated or discounted rate that is lower on a 100 percent load factor basis than the negotiated rate contained herein, then the rate established in this Agreement shall be reduced to the same level as such other comparable negotiated or discounted rate. Rates for services using capacity release, discounts granted to Secondary Points, or rates resulting from the exercise of a ROFR right will not trigger this most favored nation provision.~~

~~Agreement No. 212185-FTCPG~~

~~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:~~

~~CHEYENNE PLAINS GAS PIPELINE MIECO, INC.
COMPANY, L.L.C.~~

~~1 2~~
~~_____~~

~~3 4~~
~~_____~~

~~_____~~

~~Accepted and agreed to this Accepted and agreed to this~~

~~5 6 7 8~~
~~_____ day of _____, 2016. _____ day of _____, 2016. Reserved~~

Agreement No. 212185-FTCPG

EXHIBIT A
 to
 Transportation Service Agreement
 Rate Schedule FT
 between
CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.
 and
MIECO, INC.
 -(Shipper)

DATED: July 14, 2016

Shipper's Maximum Delivery Quantity (MDQ): (See ¶19)

<i>Primary Receipt Point(s) (1)</i>	<i>Effective Dates</i>	<i>Primary Receipt Point Quantity (Dth per Day) (2)</i>	<i>Minimum Pressure (p.s.i.g.) (4)</i>	<i>Maximum Pressure (p.s.i.g.) (4)</i>
800716 Thunder Chief Meter Station (TDC)	08/01/2016-04/30/2017	9,000	Sufficient Pressure to Enter Transporter's Facilities	1000
800716 Thunder Chief Meter Station (TDC)	05/01/2017-04/30/2018	5,000	Sufficient Pressure to Enter Transporter's Facilities	1000

<i>Primary Delivery Point(s) (1)</i>	<i>Effective Dates</i>	<i>Primary Delivery Point Quantity (Dth per Day) (3)</i>	<i>Minimum Pressure (p.s.i.g.) (4)</i>	<i>Maximum Pressure (p.s.i.g.) (4)</i>
800859 Greensburg Meter Station (GBG)	08/01/2016-04/30/2017	4,500	Line Pressure of Transporter's Facilities	880
800893 South Rattlesnake Creek (SRC)	08/01/2016-04/30/2017	4,500	Line Pressure of Transporter's Facilities	880
800859 Greensburg Meter Station (GBG)	05/01/2017-04/30/2018	2,500	Line Pressure of Transporter's Facilities	880
800893 South Rattlesnake Creek (SRC)	05/01/2017-04/30/2018	2,500	Line Pressure of Transporter's Facilities	880

Notes:

- (1) Information regarding receipt and delivery point(s), 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 Receipt point 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 receipt point on a pro-rata basis based on the quantities received on any Day at a receipt point divided by the total quantity delivered at all delivery points under this Transportation Service Agreement.
- (3) The sum of the delivery quantities at all delivery point(s) shall be equal to Shipper's MDQ.

(4) ~~Pressure conditions shall be in accordance with Section 5.7 of the General Terms and Conditions of the Tariff.~~ Reserved

Agreement No. 212185-FTCPG

~~**EXHIBIT B**~~
to
Transportation Service Agreement
between
CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.
and
MIECO, INC.
(Shipper)

DATED: July 14, 2016

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Fuel (4)</i>	<i>Surcharges</i>	<i>Electric Power Cost</i>
As listed on Exhibit A	As listed on Exhibit A	(See ¶19)	(1)	\$0.00 (1)	(2)	(3)	(5)

<i>Primary and Secondary Receipt Point(s)</i>	<i>Primary and Secondary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Fuel (4)</i>	<i>Surcharges</i>
All	All	(See ¶19)	(1)	\$0.00 (1)	(2)	(3)

Notes:

- (1) Shipper shall pay negotiated reservation rates of \$10.3417 per month. (The monthly reservation charge is equivalent to a rate of \$0.34 per Dth per day on a 100% load factor basis.) Under the negotiated rates, there will be no commodity or usage charge. The negotiated rate shall be applicable to revised primary receipt or delivery points, and Transporter shall agree to all requests for changes to primary receipt or delivery point changes if capacity is available at such points and the change can be made without adversely affecting system operations or other firm obligations.
- (2) Fuel Reimbursement shall be as stated on Transporter's 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 on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

ACA:

The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions of the Tariff.

- (4) Quantities scheduled by Transporter from/to primary and/or secondary, and/or segmented point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Off-System Capacity charges as described on Transporter's EBB and/or pursuant to Section 4.6 of the General Terms and Conditions of the Tariff.

~~(5) — EPC shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the parties.~~ Reserved

~~Agreement No. 21015000-FTCPG~~

~~Firm Transportation Service Agreement
Rate Schedule FT~~

~~between~~

~~Cheyenne Plains Gas Pipeline Company, L.L.C.~~

~~and~~

~~Encana Marketing (USA) Inc.
(Shipper)~~

~~Dated: December 2, 2015~~

~~Agreement No. 21015000-FTCPG~~

**Transportation Service Agreement
Rate Schedule FT**

~~Dated: December 2, 2015~~

~~The Parties identified below, in consideration of their mutual promises, agree as follows:~~

- ~~1. **Transporter:** CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.~~
- ~~2. **Shipper:** ENCANA MARKETING (USA) INC.~~
- ~~3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff First 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 receipt point(s) and primary delivery point(s) shall be on a firm basis. Receipt and delivery of quantities at Secondary Receipt Point(s) and/or Secondary Delivery Point(s) shall be in accordance with the Tariff.~~
- ~~— **Construction of Facilities:** The parties recognize that Transporter must construct additional facilities on the Cheyenne Plains Pipeline ("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 shall provide evidence of creditworthiness in a manner satisfactory to Transporter equal to at least one year of reservation and commodity charges under the Agreement (satisfactory evidence of creditworthiness may include a Letter of Credit, a guarantee from a creditworthy party, or a satisfactory review of the financial status of the Shipper by Transporter). The one year requirement shall remain in effect until Transporter has been reimbursed for the cost of the facilities or this Agreement terminates, whichever occurs sooner. Transporter shall construct Additional Facilities capable of transporting at least 730 MDth per day and shall make good faith efforts to achieve an in-service date by January, 2006, subject to timely receipt by Transporter of the FERC Certificate and all other necessary permits and authorization for the construction and operation of the Additional Facilities.~~
- ~~6. **Receipt and Delivery Points:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.~~

~~Agreement No. 21015000-FTCPG~~

7. ~~**Rates and Surcharges:** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate pursuant to the rate provisions of Rate Schedule FT and Section 4.11 of the General Terms and Conditions. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.~~

8. ~~**Negotiated Rate:** Yes X No~~

9. ~~**Maximum Delivery Quantity ("MDQ")**~~

MDQ (Dth/d)	Effective Date
170,000	12/07/15 – 12/31/15

10. ~~**Term of Firm Transportation Service:** Beginning: January 1, 2006
Ending: December 31, 2015~~

11. ~~**Notices, Statements, and Bills:**~~

~~**To Shipper:**~~

~~**Invoices:**~~

~~Encana Marketing (USA) Inc.
370 17th Street, Suite 1700
Denver, Colorado 80202
Attn: Lisa Brieske~~

~~**All Notices:**~~

~~Encana Marketing (USA) Inc.
370 17th Street, Suite 1700
Denver, Colorado 80202
Attn: Lisa Walsh~~

~~**To Transporter:** See "Points of Contact" section 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 dated December 1, 2014.~~

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. ~~**Sharing of Interruptible and Short Term Firm Transportation Revenue and Authorized Overrun Charges:** Under this negotiated rate agreement, Shipper shall receive a pro rata share of fifty percent (50%) of the revenues received by Transporter from Interruptible and Short Term Firm Transportation Services (net of variable costs and surcharges) until such time as the Commission modifies the treatment of the costs and revenues of such service. In addition, Shipper~~

~~shall receive a pro-rata share of fifty percent (50%) of any Authorized Overrun charges collected by Transporter (net of variable costs and surcharges) until such time as the Commission modifies the treatment of~~

~~Authorized Overrun Charges. Shipper's pro rata share shall be determined and paid annually and shall be based upon the relationship of the total payments received from the Shipper and the total revenues received by the pipeline.~~

~~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.

CHEYENNE PLAINS GAS PIPELINE
COMPANY, L.L.C. ENCANA MARKETING (USA) INC.

VP Business Management Will W. Brown

Accepted and agreed to this _____ day of _____, 2015.

Reserved

~~Agreement No. 21015000-FTCPG~~

Exhibit A
to
Transportation Service Agreement
Rate Schedule FT
between
Cheyenne Plains Gas Pipeline Company, L.L.C.
and
Encana Marketing (USA) Inc.
(Shipper)

Dated: ~~December 2, 2015~~

Shipper's Maximum Delivery Quantity (MDQ): ~~(See ¶9)~~
Effective Dates: ~~(See ¶9)~~

<i>Primary Receipt Point(s) (1)</i>	<i>Primary Receipt Point Quantity (Dth per Day) (2)</i>	<i>Minimum Pressure (p.s.i.g.) (4)</i>	<i>Maximum Pressure (p.s.i.g.) (4)</i>
800716 WIC/CPG ——(TDC) THUNDER CHIEF	170,000	Sufficient Pressure to Enter Transporter's Facilities	1,000

<i>Primary Delivery Point(s) (1)</i>	<i>Primary Delivery Point Quantity (Dth per Day) (3)</i>	<i>Minimum Pressure (p.s.i.g.) (4)</i>	<i>Maximum Pressure (p.s.i.g.) (4)</i>
800892 TALLGRASS/CPG (SCT) SCOTT	2,100	Line Pressure of Transporter's Facilities	880
800884 NNG/CPG ——(MVL) MULLINVILLE	167,900	Line Pressure of Transporter's Facilities	880

NOTES:

- (1) ~~Information regarding receipt and delivery point(s), 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 Receipt point 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 receipt point on a pro-rata basis based on the quantities received on any Day at a receipt point divided by the total quantity delivered at all delivery points under this Transportation Service Agreement.~~
- (3) ~~The sum of the delivery quantities at all delivery point(s) shall be equal to Shipper's MDQ.~~

~~(4) — Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.~~Reserved

~~Agreement No. 21015000-FTCPG~~

Exhibit B
 to
 Transportation Service Agreement
 between
Cheyenne Plains Gas Pipeline Company, L.L.C.
 and
Encana Marketing (USA) Inc.
 (Shipper)

~~Dated: December 2, 2015~~

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Override</i>	<i>Fuel (4)</i>	<i>Surcharges</i>	<i>Electric Power Cost</i>
As listed on Exhibit A	As listed on Exhibit	12/07/15— 12/31/15	(1a)	(1a)	(1)	(2)	(3)	(5)

<i>Primary and Secondary Receipt Point(s)</i>	<i>Primary and Secondary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>— Fuel (4)</i>	<i>— Surcharges</i>
All	All	12/07/15— 12/31/15	(1a)	(1a)	—(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 FT or other superseding Rate Schedules; as such rates may be changed from time to time. The reservation rate shall be payable regardless of quantities transported.~~

(1a) ~~As provided in Section 4.12 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$10.3417 per month. (The monthly reservation charge is equivalent to a rate of \$0.34 per Dth per day on a 100% load factor basis.) Under the negotiated rates, there will be no commodity or usage charge, unless Transporter is required by the FERC to assess such a commodity charge, in which event the commodity charge shall be set at the minimum permissible level, and the reservation rate described above shall be reduced to a level that causes the combined commodity and reservation rates to equal a 100% load factor rate of the bid amount. Should the FERC or a court with jurisdiction issue a ruling that has the effect of prohibiting Transporter from collecting, or penalizing Transporter for collecting the rates and revenues provided for herein, then the parties agree to enter into a substitute lawful arrangement, such that the parties are placed in the same economic position as if Transporter had collected such rates. The negotiated rate shall be applicable to revised primary receipt or delivery points, and Transporter shall agree to all requests for changes to primary receipt or delivery point changes if capacity is available at such points and the change can be made without adversely affecting system operations or other firm obligations.~~

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

~~Agreement No. 21015000-FTCPG~~

Exhibit B
~~(cont.)~~

NOTES:

~~(3) — Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.~~

ACA:

~~The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions of the Tariff.~~

~~(4) — Quantities scheduled by Transporter from/to primary and/or secondary, and/or segmented point(s) on any off system capacity held by Transporter shall be subject to Transporter's Off System Capacity charges as described on Transporter's EBB and/or pursuant to Section 4.6 of the General Terms and Conditions of the Tariff.~~

~~(5) — EPC shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the parties.~~

Reserved

~~Firm Transportation Service Agreement
Rate Schedule FT~~

~~between~~

~~Cheyenne Plains Gas Pipeline Company, L.L.C.~~

~~and~~

~~Augustus Energy Resources, LLC
(Shipper)~~

~~Dated: February 1, 2014~~

Transportation Service Agreement

Rate Schedule FT

~~Dated: February 1, 2014~~

~~The Parties identified below, in consideration of their mutual promises, agree as follows:~~

~~1. **Transporter:** CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.~~

~~2. **Shipper:** AUGUSTUS ENERGY RESOURCES, LLC~~

~~3. **Regulatory Authority:** All service performed under this Agreement 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. **Applicable Tariff:** Transporter's FERC Gas Tariff First Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.~~

~~5. **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.~~

~~6. **Transportation Service:** Transportation Service at and between primary receipt point(s) and primary delivery point(s) shall be on a firm basis. Receipt and delivery of quantities at Secondary Receipt Point(s) and/or Secondary Delivery Point(s) shall be in accordance with the Tariff.~~

~~**Construction of Facilities:** Shipper shall provide evidence of creditworthiness in a manner satisfactory to Transporter equal to at least one year of reservation and commodity charges under the Agreement (satisfactory evidence of creditworthiness may include a Letter of Credit, a guarantee from a creditworthy party, or a satisfactory review of the financial status of the Shipper by Transporter). The one year requirement shall remain in effect until Transporter has been reimbursed for the cost of the facilities or this Agreement terminates, whichever occurs sooner.~~

~~7. **Receipt and Delivery Points:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.~~

~~8. **Rates and Surcharges:** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate pursuant to the rate provisions of Rate Schedule FT and Section 4.11 of the General Terms and Conditions. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.~~

~~9. **Negotiated Rate:** Yes ☒ No ☐~~

~~10. *Maximum Delivery Quantity ("MDQ")*~~

MDQ (Dth/d)	Effective Date
15,000	02/01/14 – 12/31/16

~~11. *Term of Firm Transportation Service:* Beginning: February 1, 2014
Ending: December 31, 2016~~

~~— A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.9 of the General Terms and Conditions.~~

~~12. *Notices, Statements, and Bills:*~~

~~To Shipper:~~

~~— Invoices for Transportation:
— Augustus Energy Resources, LLC
— 2016 Grand Avenue, Suite A
— Billings, MT 59102
— Attn: Lou Ann Carlson~~

~~— All Notices:
— Augustus Energy Resources, LLC
— 2016 Grand Avenue, Suite A
— Billings, MT 59102
— Attn: Lou Ann Carlson~~

~~To Transporter: See "Points of Contact" section in the Tariff.~~

~~13. *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. 21016001, dated August 1, 2009.~~

~~14. *Application of Tariff Provision:* N/A.~~

~~15. *Incorporation by Reference:* This Agreement in all respects shall be subject to the provisions of the Tariff (as it may be amended pursuant to Section 14 of the Agreement).~~

~~16. *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 electronically or in writing.

~~Transporter:~~ _____ ~~Shipper:~~ _____

~~CHEYENNE PLAINS GAS PIPELINE
COMPANY, L.L.C.~~

~~AUGUSTUS ENERGY RESOURCES, LLC~~

By: _____ By: _____

Will W. Brown

Director of Marketing

Name: _____

Title: _____

Accepted and agreed to this _____ Accepted and agreed to this
_____ day of _____, 2014. _____ day of _____, 2014.

Reserved

Exhibit A
 to
 Transportation Service Agreement
 Rate Schedule FT
 between
Cheyenne Plains Gas Pipeline Company, L.L.C.
 and
Augustus Energy Resources, LLC
 (Shipper)

Dated: February 1, 2014

Shipper's Maximum Delivery Quantity (MDQ): (See ¶10)

<i>Primary Receipt Point(s) (1)</i>	<i>Effective Dates</i>	<i>Primary Receipt Point 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>
Arikaree (ARI)	(See ¶10)	14,050	775	1,480
Alder Creek (ADL)	(See ¶10)	950	775	1,480

<i>Primary Delivery Point(s) (1)</i>	<i>Effective Dates</i>	<i>Primary Delivery Point 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>
South Rattlesnake Creek (SRC)	(See ¶10)	15,000	Line Pressure of Transporter's Facilities	880

NOTES:

- (1) Information regarding receipt and delivery point(s), 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 Receipt point 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 receipt point on a pro rata basis based on the quantities received on any Day at a receipt point divided by the total quantity delivered at all delivery points under this Transportation Service Agreement.
- (3) The sum of the delivery quantities at all delivery point(s) shall be equal to Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

Reserved

Exhibit B
to
Transportation Service Agreement
between
Cheyenne Plains Gas Pipeline Company, L.L.C.
and
Augustus Energy Resources, LLC
(Shipper)

~~Dated: February 1, 2014~~

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>R1-Reservation Rate (1)-(4)</i>	<i>Commodity Rate (1)-(4)</i>	<i>Authorized Override</i>	<i>Fuel</i>	<i>Surcharges</i>
As listed on Exhibit A	As listed on Exhibit A	(See ¶10)	(1a)	(1b)	(1)	(2)	(3)

<i>Secondary Receipt Point(s)</i>	<i>Secondary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>R1-Reservation Rate (1)-(4)</i>	<i>Commodity Rate (1)-(4)</i>	<i>Fuel</i>	<i>Surcharges</i>
All	All	(See ¶10)	(1a)	(1b)	(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 FT; as such rates may be changed from time to time.~~
- (2) ~~Fuel Reimbursement shall be as stated on Transporter's Statement of Rates For Transportation of Natural Gas sheet 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 Off System Capacity charges, as described on Transporter's EBB and/or pursuant to Section 4.6 of the General Terms and Conditions of the Tariff.~~
- (1a) ~~As provided in Section 4.12 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$10.3417 per month. The negotiated rate shall be applicable to revised primary receipt or delivery points, and Transporter shall agree to all requests for changes to primary receipt or delivery point changes if capacity is available at such points and the change can be made without adversely affecting system operations or other firm obligations.~~
- (1b) ~~As provided in Section 4.12 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$0.0000 for the commodity rate. The negotiated rate shall be applicable to revised primary receipt or delivery points, and Transporter shall agree to all requests for changes to primary receipt or delivery point changes if capacity is available at such points and the change can be made without adversely affecting system operations or other firm obligations.~~

Exhibit B
(cont.)

NOTES:

~~(3) Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates sheet, as they may be changed from time to time, unless otherwise agreed to by the Parties.~~

ACA:

~~The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions of the Tariff.~~

~~(4) Quantities scheduled by Transporter from/to primary and/or secondary, and/or segmented point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Off-System Capacity charges as described on Transporter's EBB and/or pursuant to Section 4.6 of the General Terms and Conditions of the Tariff.~~ Reserved

~~Firm Transportation Service Agreement
Rate Schedule FT~~

~~between~~

~~Cheyenne Plains Gas Pipeline Company, L.L.C.~~

~~and~~

~~Augustus Energy Resources, LLC
(Shipper)~~

~~Dated: February 1, 2014~~

Transportation Service Agreement

Rate Schedule FT

~~Dated: February 1, 2014~~

~~The Parties identified below, in consideration of their mutual promises, agree as follows:~~

~~1. **Transporter:** CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.~~

~~2. **Shipper:** AUGUSTUS ENERGY RESOURCES, LLC~~

~~3. **Regulatory Authority:** All service performed under this Agreement 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. **Applicable Tariff:** Transporter's FERC Gas Tariff First Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.~~

~~5. **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.~~

~~6. **Transportation Service:** Transportation Service at and between primary receipt point(s) and primary delivery point(s) shall be on a firm basis. Receipt and delivery of quantities at Secondary Receipt Point(s) and/or Secondary Delivery Point(s) shall be in accordance with the Tariff.~~

~~**Construction of Facilities:** The parties recognize that Transporter has constructed additional facilities in order to provide transportation service for Shipper under this Agreement. Transporter's obligations under this Agreement are subject to, Shipper providing evidence of creditworthiness in a manner satisfactory to Transporter equal to at least one year of reservation and commodity charges under the Agreement (satisfactory evidence of creditworthiness may include a Letter of Credit, a guarantee from a creditworthy party, or a satisfactory review of the financial status of the Shipper by Transporter). The one year requirement shall remain in effect until Transporter has been reimbursed for the cost of the facilities or this Agreement terminates, whichever occurs sooner.~~

~~7. **Receipt and Delivery Points:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.~~

~~8. **Rates and Surcharges:** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate pursuant to the rate provisions of Rate Schedule FT and Section 4.11 of the General Terms and Conditions. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.~~

9. ~~Negotiated Rate:~~ Yes X No

10. ~~Maximum Delivery Quantity ("MDQ")~~

MDQ (Dth/d)	Effective Date
3,000	02/01/14 - 12/31/16

11. ~~Term of Firm Transportation Service:~~ Beginning: February 1, 2014
~~Ending: December 31, 2016~~

12. ~~Notices, Statements, and Bills:~~

~~To Shipper:~~

~~Invoices for Transportation:~~
~~Augustus Energy Resources, LLC~~
~~2016 Grand Avenue, Suite A~~
~~Billings, MT 59102~~
~~Attn: Lou Ann Carlson~~

~~All Notices:~~
~~Augustus Energy Resources, LLC~~
~~2016 Grand Avenue, Suite A~~
~~Billings, MT 59102~~
~~Attn: Lou Ann Carlson~~

~~To Transporter:~~ See "Points of Contact" section in the Tariff.

13. ~~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. 21018000C, dated April 1, 2011.

14. ~~Application of Tariff Provision:~~ N/A.

15. ~~Incorporation by Reference:~~ This Agreement in all respects shall be subject to the provisions of the Tariff (as it may be amended pursuant to Section 14 of the Agreement).

16. ~~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 electronically or in writing.

~~Transporter:~~ _____ ~~Shipper:~~ _____

~~CHEYENNE PLAINS GAS PIPELINE
COMPANY, L.L.C.~~

~~AUGUSTUS ENERGY RESOURCES, LLC~~

By: _____ By: _____

Will W. Brown
Director of Marketing

Name: _____

Title: _____

Accepted and agreed to this _____ Accepted and agreed to this
_____ day of _____, 2014. _____ day of _____, 2014.

Reserved

Exhibit A
to
Transportation Service Agreement
Rate Schedule FT
between
Cheyenne Plains Gas Pipeline Company, L.L.C.
and
Augustus Energy Resources, LLC
(Shipper)

Dated: February 1, 2014

Shipper's Maximum Delivery Quantity (MDQ): (See ¶10)

<i>Primary Receipt Point(s) (1)</i>	<i>Effective Dates</i>	<i>Primary Receipt Point 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>
Alder Creek (ADL)	(See ¶10)	3,000	775	1,480

<i>Primary Delivery Point(s) (1)</i>	<i>Effective Dates</i>	<i>Primary Delivery Point 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>
South Rattlesnake Creek (SRC)	(See ¶10)	3,000	Line Pressure of Transporter's Facilities	880

Reserved

NOTES:

- (1) Information regarding receipt and delivery point(s), 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 Receipt point 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 receipt point on a pro rata basis based on the quantities received on any Day at a receipt point divided by the total quantity delivered at all delivery points under this Transportation Service Agreement.
- (3) The sum of the delivery quantities at all delivery point(s) shall be equal to Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

Exhibit B
 to
 Transportation Service Agreement
 between
Cheyenne Plains Gas Pipeline Company, L.L.C.
 and
Augustus Energy Resources, LLC
 (Shipper)

~~Dated: February 1, 2014~~

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>R₁ Reservation Rate (1) (4)</i>	<i>Commodity Rate (1) (4)</i>	<i>Authorized Override</i>	<i>Fuel</i>	<i>Surcharges</i>
Alder Creek (ADL)	South Rattlesnake Creek (SRC)	(See ¶10)	(1a)	(1b)	(1)	(2)	(3)

<i>Secondary Receipt Point(s)</i>	<i>Secondary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>R₁ Reservation Rate (1) (4)</i>	<i>Commodity Rate (1) (4)</i>	<i>Fuel</i>	<i>Surcharges</i>
All	All	(See ¶10)	(1a)	(1b)	(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 FT; as such rates may be changed from time to time.~~
- (1a) ~~As provided in Section 4.12 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$10.3417 per month. The negotiated rate shall be applicable to revised primary receipt or delivery points, and Transporter shall agree to all requests for changes to primary receipt or delivery point changes if capacity is available at such points and the change can be made without adversely affecting system operations or other firm obligations.~~
- (1b) ~~As provided in Section 4.12 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$0.0000 for the commodity rate. The negotiated rate shall be applicable to revised primary receipt or delivery points, and Transporter shall agree to all requests for changes to primary receipt or delivery point changes if capacity is available at such points and the change can be made without adversely affecting system operations or other firm obligations.~~
- (2) ~~Fuel Reimbursement shall be as stated on Transporter's Statement of Rates For Transportation of Natural Gas sheet 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 Off-System Capacity charges, as described on Transporter's EBB and/or pursuant to Section 4.6 of the General Terms and Conditions of the Tariff.~~

Exhibit B

~~(cont.)~~

NOTES:

- ~~(3) — Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates sheet, as they may be changed from time to time, unless otherwise agreed to by the Parties.~~

~~ACA:~~

~~The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions of the Tariff.~~

- ~~(4) — Quantities scheduled by Transporter from/to primary and/or secondary, and/or segmented point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Off-System Capacity charges as described on Transporter's EBB and/or pursuant to Section 4.6 of the General Terms and Conditions of the Tariff.~~ Reserved

~~Agreement No. 214105-FTCPG~~

~~FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT~~

~~between~~

~~CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.~~

~~and~~

~~GRASSLANDS ENERGY MARKETING LLC
(Shipper)~~

~~DATED: March 1, 2018~~

Agreement No. 214105-FTCPG

**Transportation Service Agreement
Rate Schedule FT**

Dated: March 1, 2018

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ~~Transporter: CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.~~
2. ~~Shipper: GRASSLANDS ENERGY MARKETING LLC~~
3. ~~Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff First 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 receipt point(s) and primary delivery point(s) shall be on a firm basis. Receipt and delivery of quantities at Secondary Receipt Point(s) and/or Secondary Delivery Point(s) shall be in accordance with the Tariff.~~
6. ~~Receipt and Delivery Points: Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) 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. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate pursuant to the rate provisions of Rate Schedule FT and Section 4.11 of the General Terms and Conditions. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.~~
8. ~~Negotiated Rate: Yes _____ No X~~
9. ~~Maximum Delivery Quantity ("MDQ")~~

MDQ (Dth/d)	Effective Date
14,000	April 1, 2018 – October 31, 2018

10. ~~Term of Firm Transportation Service: _____ Beginning: April 1, 2018~~

~~Ending: October 31, 2018~~

~~Agreement No. 214105-FTCPG~~

~~11. **Notices, Statements, and Bills:**~~

~~**To Shipper:**~~

~~_____ **Invoices:**
_____ GRASSLANDS ENERGY MARKETING LLC
_____ 1200 17th Street, Suite 2850
_____ Denver, CO 80202
_____ Attn: Peter J. Vint~~

~~_____ **All Notices:**
_____ GRASSLANDS ENERGY MARKETING LLC
_____ 1200 17th Street, Suite 2850
_____ Denver, CO 80202
_____ Attn: Peter J. Vint~~

~~**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.~~

~~14. **Waiver of Gas Quality Tariff Provision:**~~

~~Pursuant to Section 3.4 of the General Terms and Conditions of Transporter’s Tariff, Transporter shall waive the gas quality specifications at the Jackson Lake receipt point to accept gas that does not conform to the quality specifications contained in the Tariff with respect to CO2 levels of up to 3.5% for a limited time period until gas treatment facilities are in place and in operation, provided that such acceptance will not interfere with Transporter’s ability to: (1) maintain prudent and safe operation of part or all of Transporter’s pipeline system, (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.~~

~~Transporter will file this non-conforming agreement with the Federal Energy Regulatory Commission (“Commission”) for review and acceptance. Transporter may terminate this agreement if the Commission rejects the contractual non-conforming provision or accepts it subject to other conditions that Transporter does not accept in its sole determination.~~

~~Agreement No.214105-FTCPG~~

~~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:~~ _____

~~CHEYENNE PLAINS GAS PIPELINE~~ _____ ~~GRASSLANDS ENERGY MARKETING LLC~~
~~COMPANY, L.L.C.~~

_____ 1 _____ 2 _____

_____ 3 _____ 4 _____

Accepted and agreed to this

5 _____ 6 _____ 7 _____ 8 _____

_____ day of _____, 2018. _____ day of _____, 2018.

Reserved

Agreement No. 214105-FTCPG

EXHIBIT A
to
Transportation Service Agreement
Rate Schedule FT
between
CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.
and
GRASSLANDS ENERGY MARKETING LLC
(Shipper)

DATED: March 1, 2018

Shipper's Maximum Delivery Quantity (MDQ): (See ¶9)
Effective Dates: (See ¶9)

<i>Primary Receipt Point(s) (1)</i>	<i>Primary Receipt Point Quantity (Dth per Day) (2)</i>	<i>Minimum Pressure (p.s.i.g.) (4)</i>	<i>Maximum Pressure (p.s.i.g.) (4)</i>
48084 GRASLAND/CPG JACKSON LAKE	14,000	Sufficient Pressure to Enter Transporter's Facilities	1480

<i>Primary Delivery Point(s) (1)</i>	<i>Primary Delivery Point Quantity (Dth per Day) (3)</i>	<i>Minimum Pressure (p.s.i.g.) (4)</i>	<i>Maximum Pressure (p.s.i.g.) (4)</i>
892153 KGS/CPG (CSL) COSSELL LAKE KIOWA	14,000	Line Pressure of Transporter's Facilities	880

Notes:

- (1) Information regarding receipt and delivery point(s), 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 Receipt point 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 receipt point on a pro rata basis based on the quantities received on any Day at a receipt point divided by the total quantity delivered at all delivery points under this Transportation Service Agreement.

~~(3) — The sum of the delivery quantities at all delivery point(s) shall be equal to Shipper's MDQ.~~

~~(4) — Pressure conditions shall be in accordance with Section 5.7 of the General Terms and Conditions of the Tariff.~~ Reserved

Agreement No. 214105-FTCPG

EXHIBIT B
 to
 Transportation Service Agreement
 between
CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.
 and
GRASSLANDS ENERGY MARKETING LLC
 (Shipper)

DATED: March 1, 2018

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate (1)(4)	Commodity Rate (4)	Authorized Overrun	Fuel (4)	Surcharges	Electric Power Cost
As listed on Exhibit A	As listed on Exhibit A	(See ¶9)	(1a)	(1)	(1)	(2)	(3)	(5)
Primary and Secondary Receipt Point(s)	Primary and Secondary Delivery Point(s)	Effective Dates	Reservation Rate (1)(4)	Commodity Rate (4)	Fuel (4)	Surcharges		
48084 Jackson Lake	892153 Cossell Lake (CSL)							
800859 Greensburg (GBG)	892156 Sand Dune (SDM)							
800848 Crazy Bear (CZB)	800892 Scott (SCT)							
800184 Curley (CUR)	800893 South Rattlesnake (SRC)							
800614 Red Cloud (RCD)	800859 Greensburg (GBG)	(See ¶9)	(1a)	(1)	(2)	(3)		
800716 Thunder Chief (TDC)	800884 Mullinville (MVL)							
892156 Sand Dune (SDM)	892158 Ford (FMS)							
800884 Mullinville (MVL)	800848 Crazy Bear (CZB)							
892158 Ford (FMS)	800716 Thunder Chief (TDC)							
800893 South Rattlesnake (SRC)	800184 Curley (CUR)							
800892 Scott (SCT)	800614 Red Cloud (RCD)							
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 FT or other superseding Rate Schedules; as such rates may be changed from time to time. The reservation rate shall be payable regardless of quantities transported.~~
- (1a) ~~As provided in Section 4.11 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s) \$5.9313 per Dth per month, which shall be payable regardless of quantities transported. The rates 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 Transporter's 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 on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.~~

ACA:

~~The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions of the Tariff.~~

Agreement No. 214105-FTCPG

EXHIBIT B (continued)

- ~~(4) Quantities scheduled by Transporter from/to primary and/or secondary, and/or segmented point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Off-System Capacity charges as described on Transporter's EBB and/or pursuant to Section 4.6 of the General Terms and Conditions of the Tariff.~~
- ~~(5) EPC shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the parties. Reserved~~