

CP to NGPL Enhanced Delivery Service
Notice of Binding Open Season
for a New Firm Transportation and Storage Balancing Service
on Cheyenne Plains Gas Pipeline Company, L.L.C.

Bid Deadline – June 25, 2024 at 2:00 PM Mountain Time (MT)

Portable Document Format (.pdf) file of Open Season:

<http://pipeline2.kindermorgan.com/PortalWeb/PortalDocs.aspx?code=CP&parent=1600>

In response to interest for a firm transportation and storage balancing service on Cheyenne Plains Gas Pipeline Company, L.L.C. (“CP”) for deliveries to certain locations on Natural Gas Pipeline Company of America LLC (“NGPL”), CP is conducting this binding open season (“Open Season”). As detailed further below, CP proposes a new service (“New Service”) that would use capacity from its pipeline system in addition to pipeline capacity obtained by lease from NGPL to provide firm transportation and storage balancing for deliveries of 75,000 Dth to a primary delivery point on NGPL’s system in either its Permian or Midcontinent zone where operationally and commercially feasible. In addition to existing tariff provisions, the New Service would be provided pursuant to a new rate schedule and other changes required to implement the New Service that would be incorporated into CP’s Federal Energy Regulatory Commission (“FERC”) Gas Tariff, First Revised Volume No. 1 (“Tariff”) and the General Terms and Conditions of CP’s Tariff, as all may change from time to time. CP shall use commercially reasonable efforts to make the New Service available by January 1, 2025. No new facilities will be constructed to provide the New Service.

DESCRIPTION OF THE NEW SERVICE

The New Service would provide firm transportation service of a quantity up to its Maximum Delivery Quantity (“MDQ”) to deliver gas to a designated point on CP’s pipeline system (currently anticipated to be at or near its Thunder Chief (PIN 800716) receipt point) to be banked or stored up to a maximum banked amount (“Maximum Banked Amount” or “MBA”) of up to 75,000 Dth. The quantity of gas banked or stored could be drawn upon to be transported to and through the interconnect between CP and NGPL for delivery using the NGPL leased pipeline capacity to a primary delivery point on NGPL’s pipeline system without nomination or scheduling. The “Primary Delivery Point” being offered in this Open Season is currently under construction (with an anticipated completion date of August 1, 2024) and is referred to on NGPL’s pipeline system as the SPS BRICKPLANT RD (PIN 56494) (CP may use a different reference name including the PIN). Subject to operational capabilities and commercial feasibility, in CP’s sole judgment and the ability to acquire them, other NGPL delivery points may also be available as primary delivery points and will be evaluated by CP upon request by contacting one of the individuals listed in the “Contact Information” section below. New Service shippers will be able to take at the primary delivery point up to the amount of gas banked under the service on a no-nomination/scheduling basis with nonuniform hourly entitlements at the primary delivery point up to a maximum hourly entitlement of 75,000 Dth divided by 24 hours (3,125 Dth/hour). The MBA and MDQ must be equal. Shippers can also utilize the New Service to nominate quantities of gas that have been banked or stored; however, if the sum of quantities of nominated and non-nominated gas delivered exceeds the New Service shipper’s transportation MDQ then unauthorized overrun charges will apply. New Service shippers may also nominate transportation up to its contractual MDQ using gas confirmed at receipt and delivery points on CP’s pipeline system or on the leased capacity system as specified in the table below.

RATE REQUIREMENTS

CP must file to obtain FERC approval for the New Service including without limitation its rates. Because the New Service provides a firm storage balancing service component and a firm transportation service component, the maximum reservation rate for the New Service will include two components: one for the storage balancing service and one for the firm transportation service. Because each dekatherm of the MBA of the storage balancing service will reduce the amount of Rate Schedule FT service ("FT Service") transportation capacity by a factor of 1.25 Dth, CP will propose that the banking and storage service component of the maximum reservation rate for the New Service equal 1.25 times the maximum reservation rate for FT Service. Specifically, CP intends to request FERC approval for the storage balancing component of the maximum reservation rate of the New Service of \$13.3655 per Dth per Day per Month (1.25 times \$10.6924 per Dth per day per Month) (equivalent to \$0.4394/Dth on a daily basis). For the firm transportation component of the maximum reservation rate for the New Service, CP will request that component equal the maximum reservation rate for FT Service as set forth in its Tariff which is currently \$10.6924 per Dth per Day per Month (equivalent to \$0.3515/Dth on a daily basis). Accordingly, CP intends to propose that the maximum reservation rate for the New Service be \$24.0579 per Dth per Day per Month (\$10.6924 per Dth per Day per Month plus \$13.3655 per Dth per Day per Month) (equivalent to \$0.7909/Dth on a daily basis). For additional rates see the "General Open Season Requirements" section below.

In addition to the reservation charge just described, shippers under the New Service would also pay monthly a pass through charge equal to the cost to lease the capacity from NGPL. CP anticipates that pass through charges will include, but are not limited to, an amount based on the MDQ under the New Service agreement and the applicable maximum reservation rate for NGPL's Rate Schedule FTS. For the primary receipt point of Cheyenne Plains and primary delivery point of SPS BRICKPLANT RD (PIN 56494), on NGPL's pipeline system, the maximum reservation rate is currently \$4.6600 per Dth per Day per Month (Mid-Continent to Permian maximum reservation rate).

Subject to the table below, the use of secondary points may also result in additional charges including, but not limited to, applicable reservation charges, commodity charges and/or fuel and lost and unaccounted for gas ("FL&U") charges and Electric Power Charges ("EPC") pursuant to CP's Tariff as it may change from time to time. The use of secondary points may also result in additional charges under the lease with NGPL, that would be passed through to the New Service shipper.

As noted below in the "General Open Season Requirements" section, CP will also assess the applicable FL&U and EPC charges, commodity charges and/or any other authorized surcharges under the New Service rate schedule or any other provisions of CP's Tariff, as may change from time to time. Additionally, similar to reservation charges, charges that are applicable to CP under the lease including without limitation FL&U, EPC (if any), commodity and/or surcharges incurred will be passed through to New Service shippers. CP anticipates these charges will be the applicable charges under NGPL's Rate Schedule FTS or subject to that service as if CP were a shipper under that rate schedule for the quantity, primary points, or the secondary points, if any, used.

CONDITIONS PRECEDENT TO SERVICE

As explained further below, CP's obligation to provide the New Service is subject to the satisfaction of the following conditions precedent:

- A. Completion and execution of the agreement for NGPL to lease the necessary capacity to CP and acquisition of the capacity by CP from NGPL pursuant to the lease;
- B. Receipt of all necessary regulatory and administrative authority to implement the lease in a form and substance satisfactory to CP in its sole discretion, including without limitation the authority for CP to acquire the lease capacity from NGPL and for NGPL to abandon the lease capacity to CP, and the approval of the terms of the lease;
- C. Receipt of all necessary regulatory and administrative authority to make the tariff modifications associated with the New Service in a form and substance satisfactory to CP in its sole discretion;
- D. Receipt of sufficient bids for the service at rates that satisfy the requirements of the management of CP in its sole discretion; and
- E. Full execution of a transportation agreement ("New Service TSA") to provide the New Service in a form and substance satisfactory to CP in its sole discretion.

If any of the conditions set forth above or otherwise stated in this Open Season are not satisfied, CP shall have no obligation to offer or provide the New Service as the case may be.

To provide the contemplated New Service, CP must successfully execute a lease agreement with NGPL under terms in a form and substance acceptable to CP in its sole discretion. The leased capacity under the lease agreement will likely be subject to, and conditioned on, a number of requirements. Such requirements may include, but are not limited to, the satisfactory receipt by CP and NGPL of all necessary approvals including but not limited to receipt by CP from FERC of a certificate of public convenience and necessity authorizing the lease of the capacity in a form and substance satisfactory to CP in its sole discretion. CP anticipates that it will require FERC approval and/or acceptance of proposed accounting treatment, certain changes to CP's Tariff and the non-conforming New Service TSA(s) resulting from the open season in a form and substance satisfactory to CP in its sole discretion.

Specifically, CP may seek a tariff change to limit any regulatory or contractual right of first refusal to recognize CP's rights and restrictions under the lease related to the term and CP's rights to extend that term. In its sole discretion, CP also reserves the right to specifically incorporate such limitations in the New Service TSA in addition to incorporation in the CP Tariff.

Additionally, CP will require successful completion of this Open Season which includes the award of the capacity and the execution of any resulting New Service TSA(s) at rates, quantities and terms in a form and substance satisfactory to CP in its sole discretion as well as the receipt of any necessary approvals or acceptances from FERC as noted earlier.

The date that CP acquires the leased capacity for its use is referred to herein as the "Commencement Date." Thus, service under the New Service TSA(s) is conditioned on CP obtaining the use of the capacity under a lease and would begin on that date, i.e., the service would begin on the Commencement Date. CP will use reasonable commercial efforts for matters within its control to achieve a Commencement Date of January 1, 2025. The New

Service TSA would include the conditions precedent to service under the agreement(s). To the extent the executed New Service TSA are deemed to be non-conforming, CP will file the agreement with the FERC for review and acceptance by the FERC as required by regulations.

Bidders will submit a reservation rate bid for the New Service that will be in addition to the payment of the pass through charges under the lease as discussed above. Shippers are encouraged to review CP's Tariff to understand the ramifications of all charges that may be assessed as well as all other provisions for service.

Rate Schedule:	A new rate schedule will be submitted for the review and approval of the FERC.
Maximum Delivery Quantity ("MDQ"):	75,000 Dth per Day (transportation)
Maximum Banked Amount ("MBA"):	75,000 Dth (storage balancing)
Primary Receipt Point(s):	PIN 800716 Thunder Chief (for purposes of transportation)
Primary Delivery Point(s):	PIN 56494 SPS BRICKPLANT RD (point on NGPL's pipeline system and as referenced on NGPL's pipeline system which may not be the reference used by CP)
Secondary Delivery Point(s):	<p>The capacity offered in this Open Season will include the right to utilize transportation at the following points on a secondary basis at the same contracted reservation rate when used with another secondary receipt point identified below or the Primary Receipt Point:</p> <p>800184 CURLEY 800614 RED CLOUD 800848 CRAZY BEAR 800859 GREENBURG 800884 MULLINVILLE 800893 SOUTH RATTLESNAKE CREEK 892156 SAND DUNE 892158 FORD 800892 SCOTT</p> <p>The capacity offered in this Open Season will include the right to utilize transportation at the following point on the capacity obtained by lease with NGPL on a secondary basis at the same contracted reservation when used with another secondary receipt point identified below or the Primary Receipt Point:</p> <p>11442 ONEOK WESTEX (as referenced on NGPL's pipeline system which may not be the reference used by CP)</p>
Secondary Receipt Point(s):	<p>The capacity offered in this Open Season will include the right to utilize transportation at the following points on a secondary basis at the same contracted reservation rate when used with either another secondary delivery point identified above or the Primary Delivery Point:</p> <p>800184 CURLEY 800614 RED CLOUD 800848 CRAZY BEAR 800859 GREENBURG 800884 MULLINVILLE 800893 SOUTH RATTLESNAKE CREEK</p>

Parties that are interested in capacity at and to other primary delivery points, or for other periods, should contact their service representatives or any of the individuals listed below.

Capacity Available Starting:	Commencement Date, as defined above.
Open Season Start:	4:00 PM Mountain Time, May 30, 2024
Open Season End:	2:00 PM Mountain Time, June 25, 2024
Award Notification:	4:00 PM Mountain Time, July 2, 2024
Bid Sheet:	<p>To bid, complete the attached bid sheet and email it to KMWestBids@KinderMorgan.com. CP reserves the right to reject any bid which fails to comport with the provisions of this Open Season</p> <p>NOTE: CP will rely upon the time an emailed bid is received to determine whether a bid is timely. Bids that are received after the end date and time listed above (as determined by the time stamp on CP's email inbox) will be considered invalid bids and will not be eligible for an award of capacity in this Open Season. CP recommends that bids be submitted well in advance of the closing time listed above to minimize the risk that any email delay could cause a bid to be excluded from consideration.</p>

General Open Season Requirements:

Upon notice at any time and in its sole discretion, CP reserves the right to terminate this Open Season, to extend any date or time specified in this Open Season or to otherwise modify this Open Season.

Bid sheets must include the bidding party's name, Open Season Name ("CP to NGPL Enhanced Delivery Service"), quantity, term, and rate.

By submitting a bid, the bidding party certifies that:

- (a) All information contained in the bid is complete and accurate.
- (b) It satisfies, or will be able to satisfy, all the requirements of CP's Tariff.
- (c) The person submitting the bids has full authority to bind the bidding party.

Only one bid may be submitted. A bidding party may have only one bid pending for evaluation at a time in this Open Season. A submitted bid for this Open Season, however, may be withdrawn by providing written notice of withdrawal to CP prior to the date and time of the Open Season End stated above and using the same process as submitting bids as described above. CP will use the time and date stamp on CP's e-mail box to determine a timely withdrawal. Once a submitted bid is withdrawn, another subsequent bid may not be submitted by the same bidding party if and only if the subsequent bid is at a higher present value ("PV"). Any subsequent bid with a PV equal to or lower than the withdrawn bid will be considered invalid.

Bids submitted in this Open Season on or before the date and time of the Open Season End that have not been properly withdrawn or considered invalid will constitute a binding irrevocable offer by the bidding party to contract for capacity. The award of the capacity in this Open Season will be an acceptance of the offer and the parties shall be contractually bound at that time.

The bid rate must be presented as: (a) the reservation rate per Dth/month, (b) the reservation rate per Dth/day (which will be converted to a monthly rate by multiplying the daily rate times

365 and dividing the result by 12, rounded to the fourth decimal place), or (c) the maximum tariff rate.

A contractual right of first refusal (“ROFR”) is offered with this capacity if a regulatory ROFR is not applicable, either of which may be limited to recognize CP’s rights and restrictions under the lease related to the term and CP’s rights to extend that term as discussed in the “Conditions Precedent to Service” section above.

In addition to the bid rates, each bidding party shall be subject to the applicable maximum commodity rate and maximum commodity surcharges, all other maximum rates, charges and surcharges, including ACA, FL&U, EPC and any other authorized surcharges assessed under the applicable rate schedule (including without limitation the new rate schedule to be filed for the New Service) or any other applicable provision of CP’s Tariff, as may change from time to time. This includes incremental lateral charges and any third party charges resulting from the use of capacity that CP may hold on other pipelines.

CP reserves the right to reject bids that are incomplete, contain offers of varying rates within the term, contain additional or modified terms or are inconsistent with the provisions of CP’s Tariff or this Open Season. CP also reserves the right to reject bids that do not reflect the same quantity for the duration of the term.

CP also reserves the right to seek clarification of any bid (including, without limitation, the rate, quantity, term, or receipt or delivery point(s)) but shall not be required to do so. To be considered, any responding clarification by bidders must be provided in writing and within the time requested by CP. Such clarifications shall be incorporated as part of the binding bid submitted by the bidder and, in the case of conflict with the earlier submitted binding bid, shall control.

CP notes that FERC Order No. 894, in some cases, prohibits multiple affiliates of the same entity from bidding in an Open Season for capacity in which the pipeline may allocate capacity on a pro rata basis. It appears to CP that the restrictions imposed by FERC Order No. 894 will be applicable in this Open Season and FERC recommends that potential bidders review and adhere to the requirements of that FERC Order.

Although this is a binding Open Season, CP reserves the right, in its sole discretion, to consider requests received after the close of the Open Season period, including requests to modify a bidder’s validly submitted binding bid, but will be under no obligation to do so. Requests for capacity received after the close of the Open Season period will be subject to the terms and conditions set forth in this Open Season.

Creditworthiness Requirements:

The successful bidder(s) must satisfy the creditworthiness requirements pursuant to CP’s Tariff that will include the expected amount of charges passed through from the lease of the capacity on NGPL. Bidders that fail to satisfy such creditworthiness requirements within a reasonable time will have their capacity award withdrawn. CP will treat the financial statements provided by bidders as confidential.

Execution of FTSA:

Each successful bidder and CP shall enter into and execute a New Service TSA reflecting the terms of its bid as awarded by CP. All successful bidders shall execute and return the New

Service TSA ten (10) business days following the day CP tenders it to the bidder (“Execution Date”). If a successful bidder fails to fully execute and return the New Service TSA on or before the Execution Date, then CP reserves the right to cancel the successful bidder’s binding bid without prejudice as to CP’s right to seek any and all permitted remedies as a result of the successful bidder’s failure to execute the New Service TSA.

The New Service TSA will be in the form to be proposed for inclusion in CP’s Tariff; provided, however, CP may include non-conforming provisions as may be required in CP’s sole discretion by the Open Season or the awarded bid including without limitation any conditions precedents, resulting in a non-conforming New Service TSA. CP will file agreements in its sole discretion it believes to be non-conforming with FERC and any rights and obligations under such a New Service TSA will be subject to FERC acceptance or approval of that agreement without modification. CP may also include in the New Service TSA a provision permitting the parties to agree to amend that agreement to remove any conditions precedent that have been satisfied or waived and this right to amend the New Service TSA. CP and any successful bidder may mutually agree to enter into and execute more than one New Service TSA that together reflect all the terms of the successful bid as awarded by CP.

Evaluation Criteria:

If CP receives acceptable bids for capacity in excess of the actual amount of available capacity, then CP will award and/or allocate the capacity in a manner that yields the highest total PV as calculated below. In determining which bid(s) yield the highest total PV, CP reserves the right to combine multiple bids, in whole or in part, in a manner that results in a total PV of the combined bids that exceeds the highest PV achievable by accepting one or more of the disaggregated bids. This process could result in a bidder being awarded less capacity than requested (unless such bidder elects on its bid sheet not to accept an allocation of capacity).

PV will be calculated as the sum of the present values for all of the months beginning with the first month capacity is available through the end date of the bid term.

The PV for each month will be calculated as follows:

$$PV = (R \times Q) / ((1+i)^n)$$

Where:

R = the monthly reservation bid rate

Q = the monthly bid quantity

i = the monthly discount rate of 0.7083% (which is the annual discount rate of 8.50% divided by 12).

n = the number of months from the earliest date the capacity is available in the Open Season to the last month the revenue will be received (the first month capacity is available n = 1, the second month n = 2, and so on).

Contact Information:

Questions concerning this Open Season should be directed to:

Tim Dorpinghaus (719) 520-4245
Ken Ulrich (719) 520-3712

Open Season Bid Sheet
(See next page)

Open Season Binding Bid Sheet
****CP to NGPL Enhanced Delivery Service****

Email Bid To: KMWestBids@KinderMorgan.com

A. Shipper Information:

Legal Name of Bidder: _____

Name of Requesting Party: _____

Title of Requesting Party: _____

DUNS Number: _____

Phone: _____

B. Capacity Bid:

Rate Schedule: New rate schedule to be filed

Requested Term Start Date: Commencement Date as defined in Open Season

Requested Term End Date: _____

Maximum Delivery Quantity (Dth/Day) & Maximum Banked Amount (Dth): _____

Will you accept an allocation of capacity if necessary? Yes No

Receipt Point(s)	Receipt Point Quantity (Dth/day)	Delivery Point(s)	Delivery Point Quantity (Dth/day)
PIN 800716 Thunder Chief		PIN 56494 - SPS BRICKPLANT RD	

*The delivery point quantity at the primary delivery location(s) must equal the MDQ and the MBA.

C. Reservation Rates:

1. Associated With CP's Specified Reservation Rates (Select One):

Maximum Tariff Rate (i.e., the applicable maximum rate to be filed with FERC (as discussed in the Open Season) for inclusion in CP's FERC Gas Tariff as that rate may change from time to time)

Discounted Rate: \$ _____ per Dth per Day per Month **or** \$ _____ per Dth per Day (subject to the applicable maximum or minimum rates to be filed with FERC (as discussed in the Open Season) for inclusion in CP's FERC Gas Tariff as those rates may change from time to time)

Negotiated Rate: \$ _____ per Dth per Day per Month **or** \$ _____ per Dth per Day (this rate will be fixed and NOT subject to the applicable maximum or minimum rates to be filed with FERC (as discussed in the Open Season) for inclusion in CP's FERC Gas Tariff as those rates may change from time to time)

Reservation rates bid as a daily rate (i.e., a rate per Dth per day) will be converted to a monthly rate by multiplying the daily rate times 365 and dividing the result by 12, rounded to the fourth decimal place.

2. Bid includes the pass through of charges from the lease of capacity as discussed in the Open Season.

D. Applicability of Commodity and Other Charges:

In addition to the bid rate, successful bidders will be subject to the applicable maximum commodity rate and maximum commodity surcharges, all other maximum rates, charges and surcharges, including ACA, Fuel and L&U, EPC, and any other authorized surcharges assessed under the applicable rate schedule (including without limitation the new rate schedule to be filed for the New Service) of CP's FERC Gas Tariff as may change from time to time. This includes incremental lateral charges and any third-party charges resulting from the use of capacity that CP may hold on other pipelines.

*By submitting this binding bid to CP, the bidding party certifies that (a) all information contained in the request is complete and accurate, (b) it satisfies, or will be able to satisfy, all the requirements of CP's FERC Gas Tariff, and (c) the person submitting the bid has full authority to bind the bidding party.