



Wyoming Interstate  
Company, L.L.C.  
a Kinder Morgan company

November 12, 2024

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

Attention: Ms. Debbie-Anne A. Reese, Secretary

Re: Wyoming Interstate Company, L.L.C.,  
Docket No. CP23-545-000,  
Acceptance of Certificate of Public Convenience and Necessity and  
Submittal of Capacity Lease Agreements

Dear Ms. Reese:

Wyoming Interstate Company, L.L.C. ("WIC") is hereby filing with the Federal Energy Regulatory Commission ("Commission") in Docket No. CP23-545-000:<sup>1</sup> an acceptance of the October 17, 2024 Order Issuing Certificate ("Order") and copies of the capacity lease agreements between WIC, Northern Border Pipeline Company ("Northern"), Bison Pipeline LLC ("Bison") and Fort Union Gas Gathering, L.L.C. ("FUGG") ("Capacity Lease Agreements).

### **Description of Proceeding**

On September 18, 2023, WIC submitted its application in Docket No CP23-545-000, pursuant to Section 7(c) of the Natural Gas Act requesting a certificate of public convenience and necessity for authorization for WIC to lease 300,000 dekatherm per day of natural gas transportation capacity from FUGG, Bison and Northern Border for use by WIC that will be used to provide transportation service to its shippers. Concurrently, FUGG requested grant of a limited jurisdiction certificate to allow for the transportation of interstate natural gas through its respective systems, while leaving the entity's other natural gas gathering and processing operations exempt from NGA jurisdiction. The project is referred to as the "Bakken xPress Project." On October 17, 2024, the Commission issued an order approving the Bakken xPress Project.

### **Acceptance of Certificate**

Pursuant to Section 157.20(a) of the Commission's regulations, 18 C.F.R. § 157.20(a), WIC is filing its acceptance of the Order issued October 17, 2024. The acceptance of certificate is attached behind this letter as Attachment 1.

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<sup>1</sup> See *Wyoming Interstate Company, L.L.C. et al*, 189 FERC ¶ 61,047 (2024).

**Submittal of Capacity Lease Agreement as Public**

WIC previously submitted the Capacity Lease Agreement as confidential. However, as noted in Paragraph (F) of the Order, WIC is required to submit the Capacity Lease Agreements. Accordingly, WIC is resubmitting copies of the Capacity Lease Agreements as Public in Attachment 2.

**Filing Information**

WIC is e-Filing this letter and the attachments with the Commission's Secretary in accordance with the Commission's Order No. 703, *Filing Via the Internet*, guidelines issued on November 15, 2007 in Docket No. RM07-16-000.

Respectfully submitted,

WYOMING INTERSTATE COMPANY, L.L.C.

/s/

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Francisco Tarin  
Director, Regulatory

Attachments

UNITED STATES OF AMERICA

Before the

FEDERAL ENERGY REGULATORY COMMISSION

Wyoming Interstate Company, L.L.C. )


Docket No. CP23-545-000

Acceptance of Order Issuing Certificate

Notwithstanding any rehearing and/or clarification requests filed in this proceeding and in accordance with Section 157.20(a) of the Federal Energy Regulatory Commission's ("Commission") Regulations under the Natural Gas Act, Wyoming Interstate Gas Company, L.L.C. hereby accepts the Order Issuing Certificate.


Respectfully submitted,

WYOMING INTERSTATE COMPANY, L.L.C.

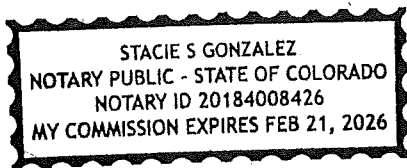
By   
William D. Wible  
Vice President, Regulatory

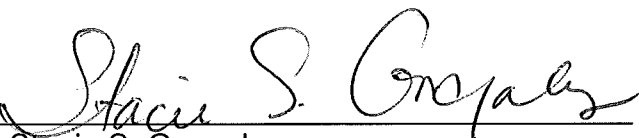
STATE OF COLORADO )  
  )  
COUNTY OF EL PASO )

WILLIAM D. WIBLE, being first duly sworn, on oath, says that he is Vice President of the Regulatory Department of Wyoming Interstate Company, L.L.C. and that, as such Officer, he has executed the foregoing Acceptance of Order for and on behalf of Wyoming Interstate Company, L.L.C. with full power and authority to do so; and that the matters and facts set forth therein are true and correct to the best of his information, knowledge and belief.

By   
William D. Wible  
Vice President, Regulatory

SUBSCRIBED AND SWORN TO before me, the undersigned authority, on this 12<sup>th</sup> day of November 2024.



  
Stacie S. Gonzalez  
Notary Public, State of Colorado  
My Commission Expires: February 21, 2026

**FIRST AMENDED AND RESTATED  
PIPELINE CAPACITY LEASE**

THIS FIRST AMENDED AND RESTATED PIPELINE CAPACITY LEASE ("Lease") is entered into as of this 22 day of August, 2023 ("Effective Date"), by and between **Northern Border Pipeline Company**, a Texas general partnership ("NBPL" or "Lessor"), and **Wyoming Interstate Company, L.L.C.**, a Delaware limited liability company ("WIC" or "Lessee") (Lessor and Lessee each individually referred to as a "Party" and collectively referred to as the "Parties").

**WITNESSETH:**

WHEREAS, NBPL owns and operates an interstate natural gas pipeline running from the Western Canada Sedimentary Basin to delivery points in Montana, North Dakota, South Dakota, Iowa, and Illinois and interconnecting with Bison Pipeline LLC's ("Bison") pipeline system near Compressor Station No. 6 in Morton County, North Dakota ("Bison System");

WHEREAS, Lessee is an interstate natural gas pipeline company under the Natural Gas Act of 1938 as amended ("NGA") (and therefore subject to the jurisdiction of FERC) and owns and operates approximately 850 miles of pipeline, including a mainline that extends from Western Wyoming to Northeast Colorado at the Cheyenne Hub, several laterals and access to Third Party Capacity (as defined herein) (the entirety of which is referred to herein as "Lessee's System"), including the Medicine Bow Lateral that interconnects with the natural gas gathering system owned and operated by Fort Union Gas Gathering, L.L.C. ("FUGG") serving producers located in Converse and Campbell Counties, Wyoming ("FUGG System"), in central eastern Wyoming;

WHEREAS, Lessee desires to lease the Lease Capacity (as defined herein) from Lessor, and Lessor desires to lease the Lease Capacity to Lessee, all as described more specifically herein, to enable Lessee to provide interstate natural gas transportation from the Bakken Receipt Points (as defined herein) to the Kurtz Delivery Point (as defined herein);

WHEREAS, Lessee intends to use the Lease Capacity, along with other lease capacity from Bison and from FUGG, pursuant to one or more leases which Lessee anticipates executing contemporaneously with this Lease, to provide interstate natural gas transportation to its Thunder Chief Delivery Point and other delivery points on Lessee's System ("Lease Path");

WHEREAS, to obtain authorization to lease the Lease Capacity from Lessor and to provide the intended natural gas transportation which will be FERC jurisdictional, Lessee must file an application with, and receive approval from, FERC pursuant to section 7(c) of the NGA for a certificate of public convenience and necessity;

WHEREAS, to obtain authorization to lease the Lease Capacity to Lessee, Lessor must file an application with, and receive approval from, FERC pursuant to section 7(b) of the NGA for abandonment of the Lease Capacity through lease;

WHEREAS, Lessee intends to execute one or more firm transportation service agreements with one or more Lessee Shippers (as defined herein) to provide the intended natural gas transportation in accordance with Lessee's Tariff (as defined herein) and such agreements may be required to be filed with FERC for its approval and/or acceptance;

WHEREAS, Lessor and Lessee have previously entered into a Pipeline Capacity Lease Agreement (the "Original Pipeline Capacity Lease Agreement") dated as of April 19, 2023; and

WHEREAS, Lessor and Lessee now desire to amend and restate the Original Pipeline Capacity Lease Agreement to incorporate the results of the Open Season that concluded on June 30, 2023.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the Parties to this Agreement agree to amend and restate the Original Pipeline Capacity Lease Agreement. As of the date first listed above, the Original Pipeline Capacity Lease Agreement shall be replaced and superseded by this First Amended and Restated Pipeline Capacity Lease Agreement as follows:

## **ARTICLE 1 DEFINITIONS**

As used in this Lease, the following terms shall have the following respective meanings:

1.1 "Additional Claims Delinquency Collections" means any amounts collected by Lessee in pursuit of claims under Lessee Shipper FTSA or Lessee Shipper TPA.

1.2 "AFUDC" means Allowance for Funds Used During Construction.

1.3 "Alternate Credit Support" has the meaning set forth in Section 12.1(d)(ii).

1.4 "Bakken Receipt Points" has the meaning set forth in Exhibit A.

1.5 "Bison" has the meaning set forth in the preamble.

1.6 "Bison System" has the meaning set forth in the recitals.

1.7 "Business Day" has the meaning set forth in Lessor's Tariff.

1.8 "Commencement Date" means the later of: (a) March 1, 2026, (b) the date upon which Bison is legally authorized and physically capable of providing the Lease Capacity, (c) the date upon which FUGG, is legally authorized and physically capable of providing required lease capacity to meet Lessee's capacity needs associated with the full Lease Path, or (d) the date upon which Bison is legally authorized and physically capable of providing required lease capacity to meet Lessee's capacity needs associated with the full Lease Path. The Parties may mutually agree in writing to an earlier date in which case such date will be the "Commencement Date" hereunder.

1.9 "Company Use Gas Percentage" has the meaning set forth in Lessor's Tariff.

1.10 "Credit Support Delinquency Collections" means any amounts collected by Lessee under the credit support terms memorialized in the Lessee Shipper FTSA or Lessee Shipper TPA.

1.11 "currently" means as of the date this Lease is executed.

1.12 "Delinquent Monthly Lease Payment" has the meaning set forth in Section 4.5.

1.13 "Development Costs" means all costs incurred or irrevocably committed by WIC or Lessors in connection with the development of the Project, including but not limited to the following activities: (a) participating in the FERC pre-filing process; (b) preparing and filing applications for a FERC Certificate(s) for the Project; (c) developing, designing, surveying, and performing studies to define the scope of the Project; (d) developing the design and detailed engineering of the Project; (e) preparing all drawings, maps, reports, and schedules necessary to be included in the applications for a FERC Certificate(s) and responses to data requests from the FERC; (f) contacting and meeting with any and all stakeholders to gain support for, or to appease opposition to, the Project; (g) preparing, filing, and processing all relevant applications for Transporter Regulatory Authorizations; (h) identifying the suitability of the property on which the Project will be constructed and any construction areas that will be needed as part of the Project and construction

thereof and obtaining any options for future use associated with the Project; (i) acquisition, storage, and, if applicable, cancellation of, equipment and materials for the construction any portion of the Project; (j) construction costs associated with the construction of any portion of the Project; (k) all direct internal costs and all direct administrative costs (including benefit loading of such direct internal costs); and (l) all allocated internal overhead costs and all AFUDC.

1.14 “Dth” means Dekatherms.

1.15 “Effective Date” has the meaning set forth in the preamble.

1.16 “FERC” means the Federal Energy Regulatory Commission or any successor federal governmental authority lawfully exercising, or superseding any powers that are exercisable by the Federal Energy Regulatory Commission over a natural gas company as defined within the NGA.

1.17 “FERC Certificate” means a Certificate of Public Convenience and Necessity issued by FERC under Section 7(c) of the Natural Gas Act of 1938, as amended, authorizing the Lease.

1.18 “First Notice” has the meaning set forth in Section 12.3(b)(i).

1.19 “First Notice Period” has the meaning set forth in Section 12.3(b)(i).

1.20 “Force Majeure” has the meaning set forth in Section 15.1.

1.21 “FUGG” has the meaning set forth in the recitals.

1.22 “FUGG System” has the meaning set forth in the recitals.

1.23 “Guarantor” has the meaning set forth in Section 12.1(a).

1.24 “Guaranty” has the meaning set forth in Section 12.1(a).

1.25 “Guaranty Amount” has the meaning set forth in Section 12.1(b).

1.26 “Hess FTSA” means that certain firm transportation service agreement to be entered into pursuant to the Hess TPA and to be attached hereto as Exhibit F by Lessee and Hess Shipper for transportation service on the Lease Capacity. For the avoidance of doubt, the Hess FTSA is a Lessee Shipper FTSA.

1.27 “Hess Shipper” means Hess Trading Corporation, a Delaware corporation.

1.28 “Hess TPA” means that certain transportation precedent agreement attached hereto as Exhibit D by and between the Lessee (as transporter) and Hess Shipper, pursuant to which the Hess Shipper has agreed to enter into the Hess FTSA. For the avoidance of doubt, the Hess TPA is a Lessee Shipper TPA.

1.29 “Indemnitee” has the meaning set forth in Section 13.1.

1.30 “Indemnitor” has the meaning set forth in Section 13.1.

1.31 “Initial Term” has the meaning set forth in Section 3.1(b).

1.32 “Kurtz Delivery Point” has the meaning set forth in Exhibit A.

1.33 “Lease” has the meaning set forth in the preamble.

1.34 “Lease Capacity” means the pipeline capacity, including without limitation point capacity, provided by the physical pipeline infrastructure and appurtenant facilities at and between the Bakken Receipt Points and the Kurtz Delivery Point as more fully described in Exhibit A.

1.35 “Lease Path” has the meaning set forth in the recitals.

1.36 “Lessee” has the meaning set forth in the preamble.

1.37 “Lessee Shipper” means any shipper with primary firm service rights under a firm transportation service agreement with Lessee from any receipt point to any delivery point (as defined in Lessee’s Tariff) on the Lease Capacity, including but not limited to any replacement shipper which obtains such firm service rights by release under Lessee’s Tariff.

1.38 “Lessee Shipper Delinquency” has the meaning set forth in Section 12.2(a).

1.39 “Lessee Shipper FTSA” means any firm transportation service agreement with the Lessee and a Lessee Shipper as Parties, pursuant to which the Lessee Shipper has agreed to take transportation service from Lessee on the Lease Capacity.

1.40 “Lessee Shipper TPA” means any transportation precedent agreement with the Lessee and a Lessee Shipper as Parties, pursuant to which the Lessee Shipper has agreed to enter into a firm transportation service agreement with Lessee for transportation service on the Lease Capacity.

1.41 “Lessee’s System” has the meaning set forth in the recitals.

1.42 “Lessee’s Tariff” means Lessee’s FERC Gas Tariff, including without limitation its Third Revised Volume No. 2, as the FERC Gas Tariff or any part thereof may be amended or changed from time to time.

1.43 “Lessor” has the meaning set forth in preamble.

1.44 “Lessor’s Tariff” means Lessor’s FERC Gas Tariff, as may be amended or changed from time to time.

1.45 “Monthly Lease Payment” has the meaning set forth in Section 4.1.

1.46 “Moody’s” means Moody’s Investors Service, Inc. or any successor rating entity.

1.47 “NBPL” has the meaning set forth in the recitals.

1.48 “NGA” has the meaning set forth in the recitals.

1.49 “Notified Termination Date” has the meaning set forth in Section 3.2(c).

1.50 “Open Season” has the meaning set forth in Section 15.10.

1.51 “ORM FTSA” that certain firm transportation service agreement to be entered into pursuant to the ORM TPA and to be attached hereto as Exhibit G by Lessee and ORM Shipper for transportation service on the Lease Capacity. For the avoidance of doubt, the ORM FTSA is a Lessee Shipper FTSA.

1.52 “ORM Shipper” means ONEOK Rockies Midstream, L.L.C., a Delaware limited liability company.

1.53 “ORM TPA” means that certain transportation precedent agreement attached hereto as Exhibit E by and between the Lessee (as transporter) and ORM Shipper, pursuant to which the ORM

Shipper has agreed to enter into the ORM FTSA. For the avoidance of doubt, the ORM TPA is a Lessee Shipper TPA.

1.54 “Party” and “Parties” have the meanings set forth in the preamble.

1.55 “Project” means the system modifications that Lessor needs to undertake and the facilities that Lessor needs to construct in order to make available the capacity contemplated by this Lease.

1.56 “Rate Schedule T-1 Shipper” has the meaning set forth in Lessor’s Tariff.

1.57 “S&P” means S&P Global Market Intelligence LLC or any successor rating entity.

1.58 “Second Notice” has the meaning set forth in Section 12.3(b)(ii).

1.59 “Subsequent Term” has the meaning set forth in Section 3.1(d).

1.60 “Termination Date” has the meaning set forth in Section 3.3.

1.61 “Third Party Capacity” means capacity obtained by Lessee from other capacity providers and which subject Lessee Shippers to various types of additional charges, including without limitation fuel or lost and unaccounted for gas charges.

1.62 “Transporter Regulatory Authorizations” means all necessary regulatory approvals, permits, and other authorizations required for the Project.

1.63 “WIC” has the meaning set forth in the preamble.

1.64 Interpretation of Defined Terms. For all purposes of this Lease, except as otherwise provided or to the extent the context otherwise requires: the terms defined herein include the plural as well as the singular and vice versa; words importing gender include all genders; any reference to an “Article,” “Section,” or “Exhibit” refers to an Article or Section of, or Exhibit to, as the case may be, this Lease; all references to this Lease mean this Lease, including all Exhibits hereto; the words “herein,” “hereof,” “hereto” and “hereunder” and other words of similar import refer to this Lease and its Exhibits as a whole, and not to any particular Article, Section, Exhibit or other subdivision unless otherwise specified; and the term “including” means “including without limitation.”

## **ARTICLE 2 LEASE OF CAPACITY**

2.1 **Lease Capacity**. Subject to the provisions of this Lease, Lessor shall lease to Lessee, and Lessee shall lease from Lessor, the Lease Capacity. Lessor’s Lease Capacity shall revert to the Lessor on the Termination Date.

2.2 **Treatment of Lease**. It is the understanding and intention of the Parties that this Lease is to be classified as an operating lease agreement. To the extent that by law, regulation, or accounting standards this Lease cannot be classified as an operating lease agreement, the Parties shall negotiate in good faith for a period up to sixty (60) days to modify this Lease, to the extent permitted by law, including without limitation the NGA or any regulation promulgated, or order issued by FERC, other than the Monthly Lease Payment obligations and Initial Term (including any extensions thereof), so as to (a) classify this Lease as an operating lease and (b) effect the original intent of the Parties as closely as possible in order that the transactions contemplated herein are consummated as originally contemplated to the fullest extent possible.

2.3 **Other Receipt and/or Delivery Points**. The Lease Capacity includes the capacity associated with the Bakken Receipt Points and the Kurtz Delivery Point. The Lease Capacity does not



include the capacity at or through any other receipt or delivery points on the NBPL System, and this Lease provides no right for Lessee to obtain any capacity at or through other receipt or delivery points whether existing or not. By prior written agreement, and subject to applicable FERC policy, regulation and precedent, Lessor, in its sole discretion, may agree to add the capacity of an existing or new receipt or delivery point on their systems to the Lease Capacity.

### **ARTICLE 3 TERM AND TERMINATION**

#### **3.1 Term.**

(a) This Lease shall be effective upon the Effective Date and terminate as of the Termination Date.

(b) The initial term for the Lease Capacity, and the commencement date of Lessee's payment obligations hereunder, shall begin on the Commencement Date and shall continue in effect, subject to the other provisions herein, for a term of ten (10) years after the Commencement Date ("Initial Term").

(c) In its sole discretion, the Lessee may request to extend the term of this Lease by advance written notice to the Lessor:

- (i) with respect to the portion of the Lease Capacity attributable to the Hess FTSA, no less than nineteen (19) months prior to the last day of the Initial Term or any Subsequent Term, which notice shall include the proposed term of the extension; and
- (ii) with respect to the portion of the Lease Capacity attributable to the ORM FTSA, at least thirteen (13) months prior to the end of the term under the FTSA, to extend the term of the FTSA for an additional five (5) year period on terms consistent with the extension rights set forth in the ORM FTSA.

(d) If Lessor does not notify Lessee that they agree to the proposed extension within thirty (30) days following the date of receipt of Lessee's written notice, the request shall be deemed denied and this Lease shall terminate on the Termination Date, subject to FERC approval of such termination. In the event this Lease is terminated or partially terminated, Lessee shall not be responsible for either all Monthly Lease Payments or for Monthly Lease Payments related to the portion of Lease Capacity that is reduced, as applicable, after the termination date of the Lessee Shipper FTSA. Lessor's decision to grant or deny the extension request shall be in its sole discretion. "Subsequent Term" shall mean the term of any such extension agreed to by Lessor.

(e) In the event that Lessor has agreed to one or more Subsequent Terms, then any modification to the term of the Lease or the Lease Capacity shall be subject to FERC approval to the extent necessary.

(f) To the extent the extension rights are exercised by Lessee with respect to Lease Capacity attributable to one or more Lessee Shipper FTSA's, and as a result of such extensions this Lease will terminate with respect to the Lease Capacity attributable to one Lessee Shipper FTSA prior to the termination with respect to any other Lessee Shipper FTSA, the Lease Capacity and Monthly Lease Payments shall be modified proportionately, subject to FERC approval, such that at no point in time shall the Lease Capacity exceed the amount of capacity under contract under the Lessee Shipper FTSA's.

(g) If the Commencement Date occurs after March 1, 2027, Lessee shall have the right to reduce the Initial Term of the Lease solely with respect to the Lease Capacity attributable

to the Hess FTSA by the number of months between March 1, 2027, and the Commencement Date. However, this date shall be extended on a day-for-day basis equal to the number of days of any Force Majeure which delays occurrence of the Commencement Date, not to be greater than thirty (30) calendar days. The number of months shall be the total number of months beginning March 1, 2027, up to the month of the Commencement Date (if the Commencement Date occurs on a date other than the first of the month it shall count as a whole month for purposes of determining the number of months).

(h) If the Commencement Date occurs on or after September 1, 2027, then Lessee may elect to reduce the Initial Term with respect to all or a portion of the Lease Capacity by the number of months between September 1, 2027, and the Commencement Date; provided that Lessee must provide notice to Lessor of the exercise of such right no more than thirty (30) days after the Commencement Date.

(i) If the Commencement Date has not occurred by March 1, 2028, then Lessee may terminate this Lease without liability by or to either Party, provided that Lessee provides notice of termination no later than the tenth (10<sup>th</sup>) day after the date of which Lessee receives notice from a Lessee Shipper that such Lessee Shipper intends to terminate its Lessee Shipper FTSA.

### 3.2 **Early Termination.**

(a) Notwithstanding anything herein to the contrary, Lessee may terminate this Lease, subject to FERC approval of any such termination, if applicable, by providing at least thirty (30) days' advance written notice to Lessor of such termination: (i) if one or more of the conditions described in Section 7.1 is not fulfilled; (ii) if this Lease is rejected, terminated or modified in a proceeding or action with respect to Lessor for any reason including bankruptcy, insolvency, liquidation, general assignment for the benefit of creditors or other similar proceeding or court order affecting Lessor; (iii) for any breach by Lessor of its respective obligations under this Lease after ninety (90) days' notice and an opportunity to cure; (iv) if FERC revokes, terminates, withdraws or materially modifies any necessary authority, approval, acceptance required by Lessee to provide the contemplated service to Lessee Shippers identified by Lessee in its application for authority to acquire the Lease Capacity including certificates of public convenience and necessity, tariff provisions and firm transportation agreements; or (v) if any necessary certificate authority from FERC for Lessor is terminated, modified, revoked or abandoned.

(b) Notwithstanding anything herein to the contrary, Lessor may terminate this Lease, subject to FERC approval of any such termination, in addition to any other rights to terminate this Lease and in conjunction with the determination of the Termination Date in Section 3.3, by the Lessor providing at least thirty (30) days' advance written notice to Lessee of such termination: (i) if one or more of the conditions described in Section 7.2 is not timely fulfilled; (ii) if this Lease is rejected, terminated or modified in a proceeding or action with respect to Lessee for any reason including bankruptcy, insolvency, liquidation, general assignment for the benefit of creditors or other similar proceeding or court order affecting Lessee; (iii) with the exception of Lessee's nonpayment of any Monthly Lease Payment which shall be governed by Section 4.5, for any breach by Lessee of its respective obligations under this Lease after notice pursuant to Section 15.7 and an opportunity to cure; (iv) if FERC revokes, terminates, withdraws or materially modifies any necessary authority, approval, acceptance required by either Lessor or Lessee to provide the contemplated service, including without limitation, certificates of public convenience and necessity, tariff provisions and firm transportation agreements; or (v) if any necessary certificate authority from FERC for Lessee is terminated, modified, revoked or abandoned.

(c) Excluding terminations under Sections 3.1, 7.1 and 7.2, for any notice for termination provided pursuant to this Section 3.2, the notifying party shall exercise its right to terminate within one hundred twenty (120) days of the applicable event in Sections 3.2(a) or 3.2(b) and provide a date for such termination, which shall be not be more than sixty (60) days from the notice; provided that if the specified date for termination occurs after issuance by FERC and

acceptance by Lessee or Lessor of a certificate of public convenience and necessity or abandonment, as applicable, such notifying party shall provide an estimated date for such termination, which may be beyond sixty (60) days from the aforementioned notice. The date provided for termination in any such notice is referred to herein as the “Notified Termination Date.”

(d) If Lessee or Lessor has provided a Notified Termination Date in accordance with Section 3.2(c) prior to the issuance by FERC and acceptance by Lessee or Lessor of a certificate of public convenience and necessity or abandonment, as applicable, neither Lessee nor Lessor shall accept any such issuance by FERC except to the extent such acceptance would be legally required. If Lessee or Lessor has provided a Notified Termination Date in accordance with Section 3.2(c) after the issuance by FERC and acceptance by Lessee or Lessor of a certificate of public convenience and necessity or abandonment, as applicable, the Parties shall cooperate pursuant to Section 14.1 herein to immediately seek any required authorization(s) from FERC as may be necessary to give effect to the termination of this Lease and each Party shall support such FERC filings, provided that such filings are consistent with all applicable laws, rules, regulations and the terms of this Lease. This Lease shall remain in effect until receipt of such authorization(s), notwithstanding anything to the contrary in this Lease, consistent with Section 3.3.

(e) In the event that ORM Shipper terminates the ORM TPA prior to September 1, 2023, then Lessee shall pay to Lessor an amount equal to its pro rata share, determined by the proportion of Development Costs attributable to ORM Shipper, of the amounts recovered by Lessee from Lessee Shipper (minus enforcement costs). Further, in the event any Lessee Shipper breaches its Lessee Shipper TPA or FTSA, Lessee shall be required to use commercially reasonable efforts to pursue a claim against Lessee Shipper, and Lessee shall pay to Lessor an amount equal to its pro rata share of the amounts recovered by Lessee from the Lessee Shipper (minus enforcement costs).

(f) For the avoidance of doubt, in the event of termination of this Lease, all of the leases that comprise the Lease Path shall be terminated.

3.3 **Termination Date.** The “Termination Date” shall be the earlier to occur of:

(a) the expiration of the Initial Term or any then-current Subsequent Term; or

(b) (i) if the termination of this Lease is after Lessee or Lessor has accepted a certificate of public convenience and necessity or abandonment, as applicable, for the Lease Capacity issued by FERC, the Termination Date shall be the effective date specified by FERC for the abandonment of the Lease Capacity by Lessee; or (ii) if Lessee or Lessor has provided a Notified Termination Date in accordance with Section 3.2(c) prior to the issuance by FERC and acceptance by Lessee or Lessor of a certificate of public convenience and necessity or abandonment, as applicable, for the Lease Capacity issued by FERC, the Termination Date shall be the Notified Termination Date.

## **ARTICLE 4 LEASE PAYMENTS**

4.1 **Payments Under the Lease.** Subject to the provisions of this Lease, including without limitation adjustments under Section 4.2, Lessee shall pay to Lessor, as full and complete payment for Lessor’s lease of the Lease Capacity to Lessee, the Monthly Lease Payment. The “Monthly Lease Payment” shall equal \$9.125 per Dth, including any commodity charges and/or surcharges applicable to the Lease Capacity, as if Lessee were a shipper under NBPL’s Rate Schedule T-1, as adjusted in this Article 4, payable from the Commencement Date until the Termination Date.

4.2 **Lease Payment Adjustments.**

(a) During any period of the Initial Term in which all or a portion of the Lease Path is not available to Lessee for reasons other than Force Majeure, Lessee's Monthly Lease Payment will be reduced for the applicable month by (i) the daily quantity of capacity unavailable (the lowest quantity of capacity either Lessor could provide minus the amount of Lease Capacity obligated to be provided) multiplied by (ii) the daily rate (Monthly Lease Payment multiplied by 12 divided by 365).

(b) During any period of the Initial Term in which all or a portion of the Lease Path is not available to Lessee due to Force Majeure, Lessee's Monthly Lease Payment, shall: (i) not be reduced for the first ten (10) consecutive days of the same Force Majeure event, and (ii) be reduced starting on the eleventh (11<sup>th</sup>) consecutive day of the same Force Majeure event by the daily quantity of capacity unavailable (the lowest quantity of capacity Lessor could provide minus the amount of Lease Capacity obligated to be provided) multiplied by the daily rate (Monthly Lease Payment multiplied by 12 divided by 365).

(c) During any period in which the negotiated reservation rate paid by Lessee Shipper under the Lessee Shipper FTSA is reduced in accordance with the terms of the Lessee Shipper FTSA, the Parties shall reduce the Lessee's Monthly Lease Payment commensurate with such reduction to ensure that Lessee remains economically neutral.

4.3 **Other Rates and Charges.** In addition to the Monthly Lease Payment, Lessee shall pay to Lessor the applicable Company Use Gas Percentage in the form of retained in-kind natural gas, according to Lessor's Tariff, as posted for each month on Lessor's internet website in accordance with Lessor's Tariff as if Lessee were a Rate Schedule T-1 Shipper. The Lease Capacity shall include daily amounts of capacity to account for the lost and unaccounted for gas component of the Company Use Gas Percentage, to be paid in-kind to Lessor as well as the necessary lost and unaccounted for gas for delivery on Lessee's System. Lessee shall be eligible for any true-up, tracking or reconciled quantities. Lessor shall calculate the Company Use Gas Percentage monthly, and adjust if necessary, to account for any over or under-recovery of gas from a prior period.

4.4 **Payments.** With regard to when payments will commence, Lessee agrees to pay to Lessor within ten (10) days following the last day of the preceding month the Monthly Lease Payment applicable to such preceding month. Following the Termination Date, Lessee and Lessor shall continue to be obligated to make any and all payments that have accrued prior to the Termination Date. The Parties' rights and obligations concerning payment, billing, disputed bills, and termination of service for nonpayment of undisputed bills will be governed by the provisions of Lessee's Tariff, Lessee Shipper TPA, and Lessee Shipper FTSA with regard to such matters (currently, Section 12 of the General Terms and Conditions of Lessee's Tariff). All payments due to Lessor or Lessee shall be made by bank wire transfer to the following:

To Lessor

Northern Border Pipeline Co  
Account # 8188996639  
ABA# for ACH/EFT Payments 071000039  
ABA# for Wire Payments 026009593  
Bank of America, NA  
222 Broadway  
New York, NY 10038  
Swift BOFAUS3N

To Lessee:

JP Morgan Chase Bank, N.A.  
ABA # 111000614  
A/C# 216877107  
For Credit to Wyoming Interstate Company, L.L.C.

or such other bank(s) or account(s) as Lessor or Lessee may from time to time designate by written notice to the others pursuant to Lessee's Tariff.

4.5 **Lessee Nonpayment.** If Lessee does not pay Lessor any Monthly Lease Payment for the applicable preceding month in full within ten (10) days following the last day of such preceding month ("Delinquent Monthly Lease Payment"), in addition to any other rights or remedies Lessor may have under the terms of this Lease or otherwise whether at law or in equity, Lessor shall provide Lessee with written notice of such delinquency. Additionally, if the Delinquent Monthly Lease Payment remains unpaid thirty (30) days after the date of Lessor's notice of delinquency to Lessee, the Lease shall be terminated; provided however, that if such Delinquent Monthly Lease Payment is attributable to nonpayment by a Lessee Shipper under the applicable Lessee Shipper FTSA, the Lease shall only be terminated with respect to the capacity attributable to such Lessee Shipper FTSA and the Lease Capacity and Monthly Payments shall be modified proportionately, subject to FERC approval, such that at no point in time shall the Lease Capacity be less than the amount of capacity under contract under the then-current Lessee Shipper FSAs. The Parties shall cooperate pursuant to Section 14.1 herein to immediately seek any required authorization(s) from FERC as may be necessary to give effect to the termination of this Lease and each Party shall support such FERC filings, provided that such filings are consistent with all applicable laws, rules, regulations and the terms of this Lease. For the avoidance of doubt, it is understood by the Parties that any termination of the Lease made pursuant to this Section 4.5 shall not be effective until approval from the FERC to terminate the Lease has been received.

## **ARTICLE 5 POSSESSION OF GAS AND RISK OF LOSS**

5.1 **Possession of Gas and Risk of Loss.** The obligations of the Parties with respect to the possession of gas and the risk of loss of gas shall be determined and governed by Lessee's Tariff (currently, Section 7 of the General Terms and Conditions), with Lessor's obligations being that of the "Transporter" (as defined in Lessee's Tariff) and Lessee's obligations being that of the "Shipper" (as defined in Lessee's Tariff).

5.2 **Linepack.** Lessor shall be solely responsible for providing and maintaining linepack on its respective portion of the Lease Capacity necessary for Lessee to utilize such Lease Capacity under this Lease.

## **ARTICLE 6 USE OF LEASE CAPACITY**

6.1 **Use of Lease Capacity.** Except as otherwise set forth in this Lease, effective with the Commencement Date, Lessee will have the exclusive right to use the Lease Capacity as set forth in this Lease, including the custody transfer of all gas transported via the Lease Capacity. Lessee's use of the Lease Capacity will include the right to use such Lease Capacity as if it were Lessee's own capacity used to perform services provided by Lessee under Lessee's Tariff, including, without limitation, the transportation of gas by Lessee on behalf of Lessee Shipper(s) on a firm or interruptible basis.

6.2 **Conflicts between Lessee's and Lessor's Tariff.** Except as explicitly stated otherwise in this Lease, the Lease Capacity shall not be subject to any provision(s) of Lessor's Tariff. To the extent

permitted by law, in the event of conflict between this Lease, Lessor's Tariff, , and Lessee's Tariff, relating to the definition of Force Majeure as set forth in Section 15.1 or the gas quality specifications set forth in Lessor's Tariff, this Lease shall control the conflict in question. To the extent permitted by law, in the event of conflict between this Lease, Lessor's Tariff, and Lessee's Tariff relating to nominations and gas scheduling on the Lease Capacity, Lessor's Tariff shall control the conflict in question. If this Lease does not address the conflict in question, Lessor and Lessee shall attempt in good faith to resolve the conflict such that it does not impact Lessee's ability to use the Lease Capacity as if it were Lessee's own capacity used to perform transportation services under Lessee's Tariff; provided however, if the Parties are unable to reach a mutually acceptable resolution within thirty (30) days of notice of such conflict, then each Party being free to request that FERC resolve the conflict, and, if FERC declines to exercise jurisdiction over the conflict, then any Party may seek a resolution of or other remedies relating to such conflict in the courts in accordance with Section 15.5.

6.3 **Measurement Data.** Each Party shall, upon reasonable request of the other Party, provide the other Party with measurement data for the receipt point and delivery point used for the Lease Capacity to the extent consistent with all applicable laws, regulations, orders, FERC policy statements, and the Parties' applicable FERC gas tariffs.

6.4 **Balancing.** Balancing will be managed under the existing operational balancing agreement between NBPL and Bison dated December 9, 2010, as amended February 13, 2019.

6.5 **Capacity Availability.** Except as otherwise provided in this Lease, Lessor warrants that its individual facilities have adequate capability to provide, in addition to Lessor's other obligations, the Lease Capacity being provided by it in order to fulfill Lessor's obligations under this Lease. During the term of this Lease, Lessor shall maintain sufficient capacity on its individual facilities such that its respective portion of the Lease Capacity will be available for Lessee's use on a firm basis and as required to permit Lessee's use of the capacity as described in Section 6.1.

- (a) If the Lease Capacity in whole or in part, is unavailable at any time and for any reason:
- (i) Lessor shall notify Lessee as soon as practicable using commercially reasonable efforts, which notification shall include: (1) the amount of unavailable capacity, (2) when the capacity will or did become unavailable; (3) the duration the capacity will be unavailable if known, or that the duration is unknown; and (4) when the capacity will become available when that information is reasonably known. These requirements are in addition to any other requirements in Section 15.1 if the capacity is unavailable for reasons of Force Majeure.
  - (ii) Lessor shall use the same level of effort to restore the availability of the Lease Capacity on the NBPL System as Lessor uses to restore the availability of the remainder of such system.
  - (iii) Lessor and Lessee will exercise commercially reasonable efforts, as determined by each in its sole discretion, to avoid or end such Lease Capacity unavailability by utilizing the opportunities, if any, which are presented by the existence of operational balancing or equivalent agreements and by the interconnections between the Parties' pipeline systems, but only to the extent that such opportunities can be utilized in compliance with, and without prejudicing the rights of Lessor, Lessee, or Lessor's or Lessee's other shippers, under all applicable laws, regulations, orders, FERC policy statements, service agreements and the applicable Party's FERC gas tariff.

(b) In the event that capacity on the NBPL System is reduced for any reason, the Lease Capacity (or applicable portion thereof) will be reduced in the same proportion as the entire capacity of the NBPL System (or applicable portion thereof). For example, if the capacity of the NBPL System is reduced by one-third, the Lease Capacity would be likewise reduced by one-third.

6.6 **Nominations**. To facilitate required confirmation, Lessee will provide nomination information from Lessee Shippers for the Lease Capacity to permit NBPL to manage the volumes received at the Bakken Receipt Points including sufficient information for NBPL to confirm nominations. All nominations for transportation service under this Lease will be submitted in accordance with Lessor's Tariff with Lessor's obligations being that of the "Transporter" (as defined in Lessor's Tariff) and Lessee's obligations being that of the "Shipper" (as defined in Lessor's Tariff).

6.7 **Gas Quality**. Lessor may refuse to accept gas which does not conform to the specifications set forth in Lessor's Tariff. Lessor shall cause tests to be made of delivered gas at the Bakken Receipt Points, by approved standard methods in general use in the gas industry, to determine whether the gas conforms to the quality specifications set forth in Lessor's Tariff. Such tests shall be made at such intervals as Lessor may deem reasonable, and at other times, but not more often than once per day, at the request of any Lessee.

(a) If gas delivered at the Bakken Receipt Points does not comply with the quality specifications set forth in Lessor's Tariff, Lessor may, in addition to all other remedies available to it by law, to refuse to accept any such gas, require Lessee to issue an operational flow order to Lessee Shippers, or may elect to continue receiving such gas pursuant to the waiver procedures set forth in Section 6.7(b).

(b) Lessor, in its reasonable discretion and judgment, exercised on a not unduly discriminatory basis, may accept gas that does not conform to the quality specifications in Lessor's Tariff, provided that Lessor determines that such acceptance will not interfere with its ability to: (i) maintain an acceptable gas quality in its pipeline through prudent and safe operation of Lessor's pipeline system and any related storage facility; (ii) ensure that such gas does not affect Lessor's ability to provide service to its customers consistent with Lessor's Tariff; and (iii) ensure that such gas does not adversely affect Lessor's ability to deliver gas at its delivery points. All waivers granted pursuant to this Section 6.7(b) shall be subject to suspension, the duration of which shall vary depending on the specific circumstances and conditions presented.

(c) Prior to applying to FERC to amend any provision of Lessor's Tariff applicable to gas quality specifications, Lessor shall (i) provide at least sixty (60) days' notice to Lessee that Lessor intends to seek amendment of gas quality specifications in Lessor's Tariff, and (ii) make commercially reasonable efforts to consult with Lessee concerning such amendment. In the event the Parties do not reach agreement prior to Lessor applying to FERC to amend its Tariff, then Lessor shall not oppose intervention by Lessee in the resulting proceedings before FERC.

## ARTICLE 7 CONDITIONS PRECEDENT

7.1 **Lessee Conditions Precedent**. Lessee's obligations under this Lease are expressly contingent upon the satisfaction, or written waiver by Lessee to the extent permitted by applicable law, of the following conditions precedent:

(a) The receipt, by September 1, 2025, of any and all necessary regulatory approvals, permits, and other authorizations, in a form and substance satisfactory to Lessee in its sole discretion, required to implement this Lease or for the performance of Lessee's obligations under this Lease.

(b) Full execution, by August 31, 2023, of all Lessee Shipper FTSA's in a form and substance satisfactory to Lessee in its sole discretion.

(c) Satisfaction, in form and substance satisfactory to Lessee in its sole discretion, reasonably exercised of the conditions precedent under the Lessee Shipper FTSA's.

(d) Full execution, before the Commencement Date of all lease documents necessary to create the Lease Path in a form and substance satisfactory to Lessee in its sole discretion.

(e) Lessor shall have complied with all of its material obligations hereunder as of the Commencement Date.

(f) Full execution, before April 30, 2023, of all Lessee Shipper TPAs.

7.2 **NBPL's Conditions Precedent.** NBPL's obligations under this Lease are expressly contingent upon the satisfaction, or written waiver by NBPL to the extent permitted by applicable law, of the following conditions precedent:

(a) At all times through April 28, 2023, this Lease continuing to be commercially viable, as determined by NBPL in its sole discretion.

(b) NBPL obtaining, by May 31, 2023, the necessary management and corporate authorizations to provide the capacity contemplated within this Lease.

(c) At all times through August 31, 2023, the Lessee Shipper TPAs remain in full force and effect.

(d) NBPL receiving and accepting, by September 1, 2025, all applicable federal, state, and local governmental and other regulatory approvals, permits, certificates, notices, clearances, orders and authorizations of whatever kind or nature necessary to construct and implement all facilities necessary to make available the capacity contemplated within this Lease to Lessee, and to comply with the obligations set forth in this Lease, in a form and substance acceptable to NBPL in its sole discretion.

7.3 **Notice of Meeting Conditions Precedent.** No later than five (5) Business Days after September 1, 2025, each Party shall provide notice to the other Party informing such Party whether all conditions related to it have been met. All unmet conditions must be specifically identified in the notice with a good faith estimate of the date each of those conditions will be met. If a Party fails to timely provide the notice or fails to identify an unmet condition, that Party shall be deemed to have waived all unmet conditions to the extent permitted by applicable law.

## **ARTICLE 8 COORDINATION OF ACTIONS**

8.1 **Control with Respect to Day-to-Day Operations.** Matters respecting the day-to-day operation of the Lease Capacity (through the coordination of Lessor's and Lessee's gas control departments), such as control and balancing of deliveries, dispatcher's notification, adjustments for discrepancies between receipts and deliveries, Lessor's rights in the event of nonpayment, quality of the natural gas, pressure, and measurement and measuring equipment, shall be determined by consulting the following documents in the following order: (a) this Lease; (b) Lessor's Tariff; (c) the then-current operational balancing agreement and any facility agreements between a Lessor and Lessee; and (d) Lessee's Tariff. Lessor shall use the same level of effort to ensure that its portion of the Lease Capacity is available to Lessee as Lessor uses to ensure the remainder of capacity on its system is available to other shippers on Lessor's system. Lessor shall have no obligation to make capacity available to Lessee other than the Lease Capacity unless otherwise agreed to by the Parties and in accordance with applicable law.



**ARTICLE 9  
GAS PRESSURE**

9.1 Lessor shall deliver natural gas at the Kurtz Delivery Point at a pressure sufficient to enter the Bison System, which shall not be less than 1115 psig.

**ARTICLE 10  
ADVERSE CLAIMS TO GAS BASED ON TITLE**

The Lease Capacity will be used by Lessee as if it were Lessee's own capacity, such that, except for Lessee's operational gas volumes, Lessee shall not have title to the gas being transported on the Lease Capacity. Therefore, title to the gas on the Lease Capacity shall be subject to the terms and conditions of Lessee's Tariff with Lessee as "Transporter" thereunder. In accordance with Article 13, Lessee will defend, indemnify and hold harmless Lessor from and against any and all suits, actions, debts, accounts, damages, costs, losses and expenses arising out of adverse claims of title to gas delivered by Lessee into the Lease Capacity under this Lease.

**ARTICLE 11  
OPERATION AND MAINTENANCE**

11.1 Subject to the terms and conditions of this Lease, Lessor shall operate, maintain and repair its respective facilities providing the Lease Capacity at its sole responsibility and cost.

**ARTICLE 12  
CREDITWORTHINESS**

12.1 **Creditworthiness.**

(a) No later than thirty (30) days after the execution of this Lease and continuing through the term of this Lease, Lessee shall provide a guaranty (the "Guaranty"), from an entity deemed creditworthy by Lessor ("Guarantor"), in a form acceptable to Lessor, in an amount equal to One Hundred and Twenty-Two Million Six Hundred and Fifty-Eight Thousand U.S. Dollars (\$122,658,000).

(b) Upon or before the date reflected in the table below, the amount of the guaranty (the "Guaranty Amount") will be amended and increased to be equal to the sum of (a) the amount of the guaranty delivered under the ORM TPA and (b) the amount of the guaranty delivered under the Hess TPA; provided that in no event shall the Guaranty Amount exceed the amount set forth in the table below under the heading "Maximum Guaranty Amount":

Date of Guaranty Amendment	Maximum Guaranty Amount
10/2/2023	\$133,670,400
4/1/2024	\$137,706,667
10/1/2024	\$144,600,000
4/1/2025	\$162,933,333
10/1/2025	\$219,693,333
Earlier of Commencement Date or March 1, 2026	\$254,380,000

(c) Upon the fifth anniversary of the Commencement Date and on each annual anniversary thereafter, the guaranty amount, if applicable and Lessee is in compliance with this Lease, shall reduce by twelve (12) Monthly Lease Payments, until reaching the equivalent of three (3) Monthly Lease Payments.

(d) Lessor shall have the right to review the creditworthiness of Lessee, or its Guarantor, in accordance with this Section 12.1, on an ongoing basis and, upon Lessor's request, Lessee shall promptly provide information in order for Lessor to determine the continuing creditworthiness of Lessee or its Guarantor.

- (i) In the event that both (A) Lessor determines, after execution of this Lease, that neither Lessee nor its Guarantor meet the creditworthiness standard described in this Section 12.1, and (B) WIC deems either ORM Shipper and/or Hess Shipper not creditworthy under either the ORM TPA, ORM FTSA, Hess TPA or Hess FTSA, as applicable, then Lessee shall provide the required Alternate Credit Support (defined below) within five (5) Business Days of written demand from Lessor. The Parties agree that the failure of Lessee to provide or maintain Alternate Credit Support shall not (i) relieve Lessee of its obligations under this Lease, (ii) relieve Guarantor of its other obligations under the guaranty, or (iii) prejudice Lessor's right to seek damages or performance under this Lease or the guaranty.
- (ii) "Alternate Credit Support" shall include one of the following collateral options for an amount equal to the Lessee's Monthly Lease Payments for twelve (12) months attributable to the portion of the Monthly Lease Payment provided by ORM Shipper and/or Hess Shipper, as outlined in Exhibit C: (A) an irrevocable standby letter of credit in a form acceptable to Lessor and issued by a bank or financial institution deemed acceptable by Lessor in its sole discretion, or (B) any other financial assurance mutually agreed upon by Lessor and Lessee. If Alternate Credit Support is required to satisfy creditworthiness, such Alternate Credit Support shall be provided by Lessee upon demand by Lessor. If after the Effective Date, Lessee fails to provide required Alternate Credit Support within five (5) Business Days of written demand from Lessor, then in addition to any and all other remedies otherwise available to Lessor at law or in equity, Lessor may immediately suspend performance under this Lease.
- (iii) The Parties hereby acknowledge and agree that as of the Execution Date, (A) Guarantor is deemed by Lessor to meet the creditworthiness standard described in this Section 12.1 and (B) Lessee's obligations under this Lease (as such obligations may be limited by Sections 12.2 and 12.3) are supported by the Guaranty.

(e) Lessor shall evaluate creditworthiness based upon any or all of the following information:

- (i) S&P, Moody's and other credit reporting agencies' ratings, opinions, outlooks, watch alerts, and rating actions.
- (ii) Financial reports whereby consistent financial statement analysis will be applied by Lessor to determine the acceptability of Lessee's current and future financial strength. Lessee's balance sheets, income statements, cash flow statements, notes to financial statements, and auditor's opinions will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.
- (iii) Whether Lessee is operating under any chapter of the United States Bankruptcy Code, is subject to liquidation or debt reduction procedures under state laws, or there is pending any petition for involuntary bankruptcy against Lessee. Lessor may give consideration for a Lessee

who is a debtor-in-possession operating under Chapter 11 of the United States Bankruptcy Code if Lessor is assured that the payments under the Lease will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if Lessee is continuing and continues in the future to make payments on a court order in effect, and if Lessee is continuing and continues in the future to make payments.

- (iv) Whether Lessee is subject to any lawsuits or judgments outstanding which could materially impact its ability to remain solvent.
- (v) Any other information, including any information provided by Lessee, that is relevant to Lessee's current and future financial strength and Lessee's ability to make full payment over the term of this Lease.

## 12.2 **Lessee Shipper Delinquency.**

- (a) A "Lessee Shipper Delinquency" shall be deemed to occur if:
  - (i) Lessee Shipper fails to provide Alternate Credit Support (as defined in the Lessee Shipper TPA or Lessee Shipper FTSA) within the required period of time as set forth in such Lessee Shipper TPA or Lessee Shipper FTSA;
  - (ii) Lessee Shipper defaults on its obligation to pay under the terms of the Lessee Shipper TPA or firm transportation invoices from Lessee under the Lessee Shipper FTSA; or
  - (iii) the Lessee Shipper TPA or Lessee Shipper FTSA terminates as a result of bankruptcy, insolvency, liquidation, general assignment for the benefit of creditors, or other similar proceeding or court order affecting Lessee Shipper.

(b) Upon the occurrence of a Lessee Shipper Delinquency described in Section 12.2(a)(i), Lessee shall immediately notify Lessor, no later than five (5) days after such delinquency and shall contemporaneously use commercially reasonable efforts to secure Alternative Credit Support (as defined in the Lessee Shipper TPA or Lessee Shipper FTSA) from Lessee Shipper within the required period of time as set forth in such Lessee Shipper TPA or Lessee Shipper FTSA. If Lessee Shipper timely provides Alternative Credit Support (as defined in the Lessee Shipper TPA or Lessee Shipper FTSA), Lessee shall immediately notify Lessor. If Lessee Shipper fails to timely provide Alternative Credit Support (as defined in the Lessee Shipper TPA or Lessee Shipper FTSA) despite Lessee's commercially reasonable efforts to secure such Alternative Credit Support, Lessee shall continue to perform its payment obligations under this Lease; provided, however, that (i) Lessee shall not be obligated to make any payments in excess of what it collects from Lessee Shipper, and (ii) if Lessee Shipper subsequently defaults on its obligation to pay firm transportation invoices from Lessee under the Lessee Shipper FTSA, Lessee shall immediately notify Lessor of such failure, and shall meet with Lessor within seven (7) days of such notice to discuss whether to terminate the Lessee Shipper FTSA. If at such meeting the Parties mutually agree to terminate the Lessee Shipper FTSA, the Lessee Shipper FTSA shall be terminated, and each Party shall comply with its obligations under Section 12.3.

(c) Upon the occurrence of a Lessee Shipper Delinquency described in Section 12.2(a)(ii), Lessee shall immediately notify Lessor of such delinquency and shall contemporaneously use commercially reasonable efforts to secure full payment by Lessee Shipper of the amounts owed under the Lessee Shipper FTSA within thirty (30) days. If, despite Lessee's commercially reasonable efforts, Lessee Shipper fails to timely provide full payment of amounts

owed to Lessee within thirty (30) days of the request from Lessee, Lessee shall immediately notify Lessor of such failure, and shall meet with Lessor within seven (7) days of such notice to discuss whether to terminate the Lessee Shipper FTSA. If at such meeting the Parties mutually agree to terminate the Lessee Shipper FTSA, the Lessee Shipper FTSA shall be terminated, and each Party shall comply with its obligations under Section 12.3.

(d) Upon the occurrence of the Lessee Shipper Delinquency described in Section 12.2(a)(iii), Lessee shall immediately notify Lessor of such termination and shall comply with its obligations under Section 12.3.

### **12.3 Lessee Shipper Termination.**

(a) Upon the occurrence of the termination of a Lessee Shipper TPA or Lessee Shipper FTSA pursuant to Section 12.2 above, Lessee shall collect all amounts collectable from Lessee Shipper or its guarantor under any applicable credit support memorialized in the Lessee Shipper FTSA, and Lessee shall continue to perform its payment obligations under this Lease, but only to the extent it has obtained recovery from the Lessee Shipper.

(b) Upon the occurrence of the termination of a Lessee Shipper FTSA pursuant to Section 12.2 above, Lessee shall have the right to suspend its obligations under this Lease and, if available, accelerate Credit Support Delinquency Collections and Additional Claims Delinquency Collections effective on the date of the termination of the Lessee Shipper TPA or Lessee Shipper FTSA, as applicable, subject to the following:

- (i) Lessee shall provide Lessor with notice of its intent to suspend this Lease on the same day that it provides notice of termination to Lessee Shipper as described above ("First Notice"). If Lessee exercises this right to suspend, such suspension shall be effective one hundred eighty (180) days after Lessee provides the notice referenced above ("First Notice Period"). During the First Notice Period, Lessee shall continue to perform its payment obligations under this Lease, but only to the extent it has obtained recovery from Lessee Shipper. Lessee will also diligently attempt to remarket the Lease Capacity at rates at which the Parties are kept economically whole, and, to the extent that the Lessee is successful in remarketing all or a portion of the Lease Capacity at such rates, Lessee shall provide Lessor with notice of such remarketing and shall rescind or modify the First Notice and payments by Lessee and service under this Lease shall be resumed at a mutually agreed to revised Monthly Lease Payment for a mutually agreed to remaining term.
- (ii) If Lessee is not able to remarket all of the Lease Capacity, Lessee shall provide Lessor notice no later than thirty (30) days prior to the end of the First Notice Period ("Second Notice") that this Lease shall terminate with respect to any portion of the Lease Capacity not successfully remarketed. Upon Lessee's delivery of the Second Notice, Lessee shall file for abandonment authorization. The Parties shall cooperate to immediately seek any required abandonment authorization from FERC as may be necessary to give effect to the termination of this Lease as soon as possible. Upon such termination of this Lease, Lessee shall pay to Lessor an amount equal to its pro rata share of Credit Support Delinquency Collections and any payments recovered as a result of the claims against the Lessee Shipper. Each Party's pro rata share of Credit Support Delinquency Collections is provided in Exhibit C.
- (iii) In the event Lessee does not provide Lessor with the Second Notice or notice that Lessee has been able to remarket all of the Lease Capacity

within the time period specified above, Lessor shall have the right, upon thirty (30) days' notice to Lessee, to terminate this Lease with respect to any portion of the Lease Capacity not successfully remarketed. Lessee agrees to coordinate with Lessor to make any required filing with the FERC to effectuate such termination. Upon such termination of this Lease, Lessee shall pay to Lessor an amount equal to its pro rata share of Credit Support Delinquency Collections, provided that Lessee shall not have to pay to Lessor any amounts in excess of those payments recovered as a result of claims against the Lessee Shipper.

- (iv) Once this Lease has been terminated by either Lessee or Lessor pursuant to this Section 12.3(b), and any applicable claims have been resolved, Lessee shall have no further obligation to Lessor under this Lease, including the obligation to make the Monthly Lease Payment, except as provided above in Section 12.3(b). Notwithstanding any termination notice given, it is understood that termination of this Lease shall not be effective until approval from the FERC to abandon the Lease Capacity has been received.

(c) If on or after the Commencement Date, the Parties elect to terminate any Lessee Shipper FTSA in accordance with this Section 12.3 or any Lessee Shipper FTSA terminates as a result of bankruptcy, insolvency, liquidation, general assignment for the benefit of creditors, or other similar proceeding or court order affecting Lessee Shipper and no replacement agreement is entered into, amounts owed to Lessor are expressly limited to Credit Support Delinquency Collections and Additional Claims Delinquency Collections, or amounts required per Section 12.3. In the event Lessee has any additional claims against the Lessee Shipper, Lessee shall pursue those claims in its reasonable discretion.

### ARTICLE 13 LIABILITY AND INDEMNITY

13.1 **Indemnification.** Each Party (the "Indemnitor") shall indemnify, defend and hold harmless the other Party and its affiliates and their respective directors, officers, employees and agents (collectively, the "Indemnitee") from and against any third party claims, demands or causes of action, and all costs, actions, damages, losses, expenses or liabilities reasonably and necessarily incurred by the Indemnitee in connection therewith, to the extent such claims, demands, or causes of action arise out of the Indemnitor's acts or omissions associated with the performance of the Indemnitor's obligations under this Lease; provided, however, that the indemnitor shall not be obligated to indemnify, defend, or hold harmless any Indemnitee to the extent that such Indemnitee is negligent or otherwise at fault or to the extent that strict liability is imposed on the Indemnitee as a matter of law.

13.2 **Notice of Claims.** It is a condition precedent to an Indemnitor's obligation to indemnify any Indemnitee pursuant to Section 13.1 that: (a) the Indemnitee shall provide written notice of the third party claim, demand or cause of action within thirty (30) days after the Indemnitee reasonably determines that such third party claim, demand or cause of action involves a claim for indemnity under this Lease, or within such lesser time if necessary for Indemnitor to defend itself timely against such claim, demand or cause of action; and (b) the Indemnitor shall have had a reasonable opportunity to participate in the investigation, defense and resolution of the third party-claim, demand or cause of action.

13.3 **Lessee Liability upon Breach.** If Lessee materially breaches this Lease prior to the Commencement Date, then Lessee shall be liable to Lessor for all Development Costs actually incurred or irrevocably committed by Lessor prior to the breach; provided that Lessee's liability to Lessor pursuant to this Section 13.3 shall not exceed one hundred sixty-five million five hundred thousand U.S. dollars (\$165,500,000). Lessee may, upon reasonable request to Lessor, review and audit such records and documentation as commercially reasonable to evidence the Development Costs.

13.4 **Limitation on Damages.**

(a) NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND OR CHARACTER, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFIT, LOSS OF REVENUE, OR LOSS OF PRODUCT OR PRODUCTION WHENEVER ARISING OUT OF THE ACTIONS TAKEN BY OR THE OMISSIONS OF SUCH PARTY UNDER THIS LEASE, AND NO CLAIM FOR ANY SUCH DAMAGES SHALL BE MADE BY EITHER PARTY AGAINST THE OTHER, WHETHER SUCH CLAIM IS BASED OR CLAIMED TO BE BASED ON SOLE, CONCURRENT, ACTIVE OR PASSIVE, NEGLIGENCE, FAULT, BREACH OF WARRANTY, BREACH OF AGREEMENT, INDEMNITY, STATUTE, STRICT LIABILITY OR ANY OTHER LEGAL FAULT OR RESPONSIBILITY.

(b) WITHOUT LIMITING THE GENERALITY OF SECTION 13.4(A), LESSEE SHALL NOT BE LIABLE TO LESSOR FOR ANY COSTS, ACTIONS, DAMAGES, LOSSES, EXPENSES OR LIABILITIES TO THE EXTENT ARISING FROM LESSEE'S ADMINISTRATION OF ITS OBLIGATIONS UNDER ARTICLE 12 PROVIDED THAT LESSEE MAKES COMMERCIALY REASONABLE EFFORTS TO ADMINISTER SUCH OBLIGATIONS.

13.5 **Survival.** The provisions set forth in this Article 13 shall survive the termination of this Lease.

**ARTICLE 14  
REGULATORY MATTERS**

14.1 **Cooperation on Regulatory Matters.** Lessor and Lessee shall cooperate with each other in the prompt preparation and filing and expeditious prosecution of any required applications, responses to requests for information or any other filings with the FERC for all necessary authorization to implement and maintain the provisions of this Lease, including but not limited to a joint application under the NGA for Lessors to abandon their respective capacity to Lessee during the term of this Lease and for Lessee to obtain a certificate of public convenience and necessity to lease from each Lessor their respective Lease Capacity. The Parties also shall cooperate and support each other in the prompt preparation and filing and expeditious prosecution of any required applications for abandonment, responses to requests for information or any other filings with the FERC for all necessary authorization to terminate any prior authorizations to permit the termination of this Lease pursuant to its provisions, including but not limited to a joint application under the NGA for Lessee to abandon the Lease Capacity; provided that such filings are consistent with all applicable laws, rules, regulations and the terms of this Lease.

**ARTICLE 15  
GENERAL PROVISIONS**

15.1 **Force Majeure.** Neither Lessor nor Lessee shall be liable to the other for any damages occurring because of Force Majeure. The term "Force Majeure" shall mean any acts of God, strikes, lockouts or other labor disputes or industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, other storms, floods, washouts or other act of nature, civil disturbances, explosions, breakage, accident or unplanned (*i.e.*, actions in response to unanticipated, non-routine events) repairs to machinery or lines of pipe, temporary or permanent failure of gas supply, inability to obtain or unavoidable delay in obtaining pipe, materials or other equipment, acts or binding orders of any court or other governmental authority whether or not having jurisdiction, and any other cause, whether similar or dissimilar to any above enumerated, not reasonably within the control of the person claiming relief from liability and which such person was or would have been unable to prevent by the exercise of due diligence. Failure to prevent or settle any strike or strikes shall not be considered to be a matter within the control of the party claiming Force Majeure.

15.2 **Pipeline Ownership Rights.** The NBPL System shall at all times remain the property of NBPL and Lessee shall have no right, title, or interest in the NBPL System, except as expressly set forth in this Lease. Nothing contained herein shall be construed to permit Lessee to construct, or cause to be constructed, any modification or addition thereto, or any expansion of, such NBPL's System or the Lease Capacity, nor shall anything contained herein be construed to create a joint venture or partnership between the Parties.

15.3 **Third Party Beneficiaries.** This Lease is made for the express and exclusive benefit of the Parties. No other person or party who is not a signatory hereto shall have the benefit of, or any right to seek enforcement or recovery under, this Lease.

15.4 **Binding Effect; Assignment.** The terms and conditions contained in this Lease shall inure to the benefit of, and be binding upon, the respective successors, permitted assigns, heirs, survivors, and personal representatives of the Parties. No assignment of this Lease or of any rights or obligations hereunder may be made by either Party without the prior written consent of the other Party, which consent shall not be unreasonably conditioned, delayed or withheld. Any attempted assignment without required consent shall be void. Notwithstanding the foregoing, either Party may, without requirement of consent and upon providing notice to the other Party, assign this Lease, in whole or in part, to any successor entity upon the merger, reorganization, consolidation, or sale of all or substantially all of the assets of the business to which this Lease relates.

15.5 **Choice of Law; Waiver of Trial by Jury; Forum.** THIS LEASE SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS OR PRINCIPLES THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS LEASE TO THE APPLICABLE LAW OF ANOTHER JURISDICTION. EACH PARTY IRREVOCABLY WAIVES TO THE FULLEST EXTENT POSSIBLE BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM RELATING TO THIS LEASE. Nothing in this Lease precludes any Party from bringing proceedings in any other jurisdiction to enforce any judgement obtained in any proceeding referred to in this paragraph, nor will bringing such enforcement proceedings in any one or more jurisdictions preclude the bringing of enforcement proceedings in any other jurisdiction.

15.6 **Severability.** If any term or other provision of this Lease or the application thereof to any person or circumstance is held to be invalid, illegal or incapable of being enforced by any present or future law or public policy, then all other terms and provisions of this Lease shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall modify this Lease so as to effect the original intent of the Parties as closely as possible in order that the transactions contemplated herein are consummated as originally contemplated to the fullest extent possible.

15.7 **Notices.** Any notice, request, statement, payment or other communication required or permitted to be given under this Lease shall be deemed duly given if provided in writing and (a) personally delivered; (b) sent via email; (c) sent via first-class certified mail, return receipt requested, postage prepaid; or (d) sent via a nationally-recognized overnight courier service, as follows:

If to NBPL:

Northern Border Pipeline Company  
700 Louisiana, Suite 1300  
Houston, TX 77002  
Attn: Manager, Business Development  
Josh Plumaj  
[josh\\_plumaj@tcenergy.com](mailto:josh_plumaj@tcenergy.com)  
(832) 320-6337

If to Lessee:

Wyoming Interstate Company, L.L.C.  
P.O. Box 1087  
Colorado Springs, Colorado 80944-1087  
Attn: Will Brown  
Email: [willw\\_brown@KinderMorgan.com](mailto:willw_brown@KinderMorgan.com)

With a copy to:

[mgr\\_businessdev@tcenergy.com](mailto:mgr_businessdev@tcenergy.com)

Notices sent by certified mail or courier will be deemed provided upon delivery as evidenced by the receipt of delivery. Notices sent by electronic mail will be deemed to have been provided upon the sending Party's receipt of a non-automated response from the recipient or automatic read receipt generated from the recipient's electronic mail provider. Electronic mail copies of all notices and correspondence under this Lease, including signatures, will constitute original copies of the notice(s) and correspondence and will be as binding on the Parties as the original, as long as there is verification of receipt of the copy.

15.8 **Corporate Authority.** Each Party hereto represents to the other that this Lease, the transactions contemplated herein, and the execution and delivery of this Lease have been duly authorized by all necessary corporate actions, including, without limitation, required action on the part of the officers and agents of the representing party, and this Lease, when executed and delivered, shall be valid and binding on such Party.

15.9 **Modifications and Waivers.** No modification, supplement or amendment of this Lease shall be effective unless in writing and signed by the Parties. No waiver of any of the provisions by any Party shall be deemed or shall constitute a waiver of any other provisions (whether similar or different) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing. Failure by a Party to enforce any provision of this Lease or to exercise any right arising out of this Lease shall not be deemed a waiver of that provision or right, or of any other provision or right (whether similar or different), and no waiver by a Party of any breach shall be construed to be a waiver of any prior or succeeding breach.

15.10 **Open Season.** The Parties acknowledge that Lessee intends to conduct an open season (the "Open Season") for the sale of the Lease Capacity. The Parties agree to negotiate in a commercially reasonable manner to amend this Lease as needed in the event that the Open Season results in (i) a sale of capacity along the Lease Path in excess of the Lease Capacity; (ii) the execution of transportation precedent agreements other than the Hess TPA and ORM TPA to provide natural gas transportation service along the Lease Path; or (iii) modification of the Lease Capacity attributable to the Hess FTSA or the ORM FTSA.

15.11 **Headings.** The section headings in this Lease are for convenience and reference only and shall not affect the meaning or construction of any of the terms or provisions in this Lease.

15.12 **Counterpart Signatures.** This Lease may be executed in one or more counterparts each of which when executed and delivered, including by scan in Portable Document Format (*i.e.*, ".pdf") or other mutually acceptable electronic means, shall be an original but all of which together shall constitute but one and the same instrument.

15.13 **Entire Agreement.** This Lease constitutes the entire agreement between the Parties with respect to the Lease Capacity and subject matter of this Lease, and supersedes entirely any prior understanding, condition, or modification or written, oral, express or implied agreement relative to this Lease or the subject matters thereto.



[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Lease to be effective on the Effective Date.

**Northern Border Pipeline Company**

**Wyoming Interstate Company, L.L.C.**

By its Operator, TransCanada Northern Border Inc.

Signature: *Rmb*

Signature: *Will W. Brown*

Name: Russell Mahan

Name: Will W. Brown

Title: Vice President

Title: Vice President, Commercial

Date: Aug 21, 2023

Date: Aug 22, 2023

Signature: *Joshua Gibbon*

Name: Joshua Gibbon

Title: Vice President

Date: Aug 21, 2023

*ex*

**EXHIBIT A**  
**to**  
**Pipeline Capacity Lease**  
between **Northern Border Pipeline Company**  
and **Wyoming Interstate Company, L.L.C.**  
dated April \_\_\_\_, 2023

“Lease Capacity” shall mean 300,000 Dth per day of capacity, which includes the amount for fuel and/or lost and unaccounted for gas required for transportation on the NBPL System, FUGG System, the interstate natural gas pipeline operated by Bison, and on Lessee’s System as determined by the nominated and scheduled receipt and delivery points as illustrated in Section 4.3, including without limitation point capacity, from the existing receipt points Stateline (#STLINE) and Elkhorn Creek (#ELKHRN) (the “Bakken Receipt Points”), through the NBPL System to the existing Kurtz delivery point (#KURTZ) (the “Kurtz Delivery Point”). In addition, Lessee may nominate at the following receipt points on a secondary basis: Stateline TP (NBPL STLINETP), Rawson (NBPL RAWSON), Rawson TP (NBPL RAWSONTP), Killdeer (NBPL KILDER), Killdeer TP (NBPL KILDERTP), West Killdeer (NBPL WKIL), West Killdeer TP (NBPL WKILTP), Spring Creek (NBPL SPRCRK), and Spring Creek TP (NBPL SPRCRKTP), Southeast Little Missouri and Watford City Northern Border Pipeline.

**EXHIBIT B**  
**to**  
**Pipeline Capacity Lease**  
between **Northern Border Pipeline Company** and  
and **Wyoming Interstate Company, L.L.C.**  
dated April \_\_\_\_, 2023

[Reserved]

**EXHIBIT C**  
 to  
**Pipeline Capacity Lease**  
 between **Northern Border Pipeline Company** and  
 and **Wyoming Interstate Company, L.L.C.**  
 dated April \_\_, 2023

**Credit Assurances**

Shipper	MDQ	Pipeline	TPA	Maximum Guaranty Amount							ISD
				10/2/2023	4/1/2024	10/1/2024	4/1/2025	10/1/2025			
ONEOK Rockies Midstream, L.L.C. ("ORM")	200,000	NBPL	\$ 13,158,000	\$ 24,170,400	\$ 28,206,667	\$ 35,100,000	\$ 53,433,333	\$ 110,193,333	\$ 144,880,000		
		Bison	\$ 2,142,000	\$ 11,319,600	\$ 11,976,667	\$ 12,416,667	\$ 16,083,333	\$ 25,323,333	\$ 30,970,000		
		FUGG	\$ -	\$ 14,600,000	\$ 14,600,000	\$ 14,600,000	\$ 43,200,000	\$ 43,200,000	\$ 43,200,000		
		WIC	\$ -	\$ 7,300,000	\$ 7,300,000	\$ 7,300,000	\$ 7,300,000	\$ 7,300,000	\$ 7,300,000		
Hess Trading Corporation ("Hess")	100,000	NBPL	\$ 109,500,000	\$ 109,500,000	\$ 109,500,000	\$ 109,500,000	\$ 109,500,000	\$ 109,500,000	\$ 109,500,000		
		Bison	\$ 54,750,000	\$ 54,750,000	\$ 54,750,000	\$ 54,750,000	\$ 54,750,000	\$ 54,750,000	\$ 54,750,000		
		FUGG	\$ 73,000,000	\$ 73,000,000	\$ 73,000,000	\$ 73,000,000	\$ 73,000,000	\$ 73,000,000	\$ 73,000,000		
		WIC	\$ 36,500,000	\$ 36,500,000	\$ 36,500,000	\$ 36,500,000	\$ 36,500,000	\$ 36,500,000	\$ 36,500,000		
Allocated Maximum Share of Collateral	300,000	NBPL	\$ 122,658,000	\$ 133,670,400	\$ 137,706,667	\$ 144,600,000	\$ 162,933,333	\$ 219,693,333	\$ 254,380,000		
		Bison	\$ 56,892,000	\$ 66,069,600	\$ 66,726,667	\$ 67,166,667	\$ 70,833,333	\$ 80,073,333	\$ 85,720,000		
		FUGG	\$ 73,000,000	\$ 87,600,000	\$ 87,600,000	\$ 87,600,000	\$ 116,200,000	\$ 116,200,000	\$ 116,200,000		
		WIC	\$ 36,500,000	\$ 43,800,000	\$ 43,800,000	\$ 43,800,000	\$ 43,800,000	\$ 43,800,000	\$ 43,800,000		
Total Credit required per Section 6.F. of ORM TPA and ORM FTSA			\$ 15,300,000	\$ 57,390,000	\$ 62,083,333	\$ 69,416,667	\$ 120,016,667	\$ 186,016,667	\$ 226,350,000		
Total Credit required per Section 5.D. of Hess TPA and Hess FTSA			\$ 273,750,000	\$ 273,750,000	\$ 273,750,000	\$ 273,750,000	\$ 273,750,000	\$ 273,750,000	\$ 273,750,000		
Total amount of credit WIC holds depending on ORM or Hess creditworthiness			\$ 289,050,000	\$ 331,140,000	\$ 335,833,333	\$ 343,166,667	\$ 393,766,667	\$ 459,766,667	\$ 500,100,000		
<b>Total Credit Allocated to NBPL (Lessor) from WIC (Lessee) per Section 12.1 Lease Agreement</b>			<b>\$ 122,658,000</b>	<b>\$ 133,670,400</b>	<b>\$ 137,706,667</b>	<b>\$ 144,600,000</b>	<b>\$ 162,933,333</b>	<b>\$ 219,693,333</b>	<b>\$ 254,380,000</b>		
Total Credit Allocated to Bison (Lessor) from WIC (Lessee) per Section 12.1 Lease Agreement			\$ 56,892,000	\$ 66,069,600	\$ 66,726,667	\$ 67,166,667	\$ 70,833,333	\$ 80,073,333	\$ 85,720,000		
Total Credit Allocated to FUGG (Lessor) from WIC (Lessee) per Section 12.1 Lease Agreement			\$ 73,000,000	\$ 87,600,000	\$ 87,600,000	\$ 87,600,000	\$ 116,200,000	\$ 116,200,000	\$ 116,200,000		

**Exhibit D to  
Pipeline Capacity Lease  
between Northern Border Pipeline Company and  
and Wyoming Interstate Company, L.L.C.  
dated April \_\_, 2023**

**Hess TPA**

[To be included upon execution of the Hess TPA]

**Exhibit E to  
Pipeline Capacity Lease**  
between **Northern Border Pipeline Company** and  
and **Wyoming Interstate Company, L.L.C.**  
dated April \_\_\_\_, 2023

**ORM TPA**

[To be included upon execution of the ORM TPA]

**Exhibit F to  
Pipeline Capacity Lease**  
between **Northern Border Pipeline Company** and  
and **Wyoming Interstate Company, L.L.C.**  
dated April \_\_\_\_, 2023

**Hess FTSA**

[To be included upon execution of the Hess FTSA]



**Exhibit G to  
Pipeline Capacity Lease**  
between **Northern Border Pipeline Company** and  
and **Wyoming Interstate Company, L.L.C.**  
dated April \_\_\_\_, 2023

**ORM FTSA**

[To be included upon execution of the ORM FTSA]

**FIRST AMENDED AND RESTATED  
PIPELINE CAPACITY LEASE**

THIS FIRST AMENDED AND RESTATED PIPELINE CAPACITY LEASE ("Lease") is entered into as of this 22 day of August, 2023 ("Effective Date"), by and between **Bison Pipeline LLC**, a Delaware limited liability company ("Bison" or "Lessor"), and **Wyoming Interstate Company, L.L.C.**, a Delaware limited liability company ("WIC" or "Lessee") (Lessor and Lessee each individually referred to as a "Party" and collectively referred to as the "Parties").

**WITNESSETH:**

WHEREAS, Bison owns and operates an interstate natural gas pipeline running from the Dead Horse region near Gillette, Wyoming, and extending northeastward across the southeastern corner of Montana and into central North Dakota where it interconnects with Northern Border Pipeline Company's ("NBPL") pipeline system near Compressor Station No. 6 in Morton County, North Dakota ("Bison System");

WHEREAS, Lessee is an interstate natural gas pipeline company under the Natural Gas Act of 1938 as amended ("NGA") (and therefore subject to the jurisdiction of FERC) and owns and operates approximately 850 miles of pipeline, including a mainline that extends from Western Wyoming to Northeast Colorado at the Cheyenne Hub, several laterals and access to Third Party Capacity (as defined herein) (the entirety of which is referred to herein as "Lessee's System"), including the Medicine Bow Lateral that interconnects with the natural gas gathering system owned and operated by Fort Union Gas Gathering, L.L.C. ("FUGG") serving producers located in Converse and Campbell Counties, Wyoming ("FUGG System"), in central eastern Wyoming;

WHEREAS, Lessee desires to lease the Lease Capacity (as defined herein) from Lessor, and Lessor desires to lease the Lease Capacity to Lessee, all as described more specifically herein, to enable Lessee to provide interstate natural gas transportation from the Kurtz Receipt Point (as defined herein) to the Buffalo Delivery Point (as defined herein);

WHEREAS, Lessee intends to use the Lease Capacity, along with other lease capacity from NBPL and from FUGG, pursuant to one or more leases which Lessee anticipates executing contemporaneously with this Lease, to provide interstate natural gas transportation to its Thunder Chief Delivery Point and other delivery points on Lessee's System ("Lease Path");

WHEREAS, to obtain authorization to lease the Lease Capacity from Lessor and to provide the intended natural gas transportation which will be FERC jurisdictional, Lessee must file an application with, and receive approval from, FERC pursuant to section 7(c) of the NGA for a certificate of public convenience and necessity;

WHEREAS, to obtain authorization to lease the Lease Capacity to Lessee, Lessor must file an application with, and receive approval from, FERC pursuant to section 7(b) of the NGA for abandonment of the Lease Capacity through lease;

WHEREAS, Lessee intends to execute one or more firm transportation service agreements with one or more Lessee Shippers (as defined herein) to provide the intended natural gas transportation in accordance with Lessee's Tariff (as defined herein) and such agreements may be required to be filed with FERC for its approval and/or acceptance;

WHEREAS, Lessor and Lessee have previously entered into a Pipeline Capacity Lease Agreement (the "Original Pipeline Capacity Lease Agreement") dated as of April 19, 2023; and

WHEREAS, Lessor and Lessee now desire to amend and restate the Original Pipeline Capacity Lease Agreement to incorporate the results of the Open Season that concluded on June 30, 2023. NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the Parties to this Agreement agree to amend and restate the Original Pipeline Capacity Lease Agreement. As of the date first listed above, the Original Pipeline Capacity Lease Agreement shall be replaced and superseded by this First Amended and Restated Pipeline Capacity Lease Agreement as follows:

## **ARTICLE 1 DEFINITIONS**

As used in this Lease, the following terms shall have the following respective meanings:

1.1 "Additional Claims Delinquency Collections" means any amounts collected by Lessee in pursuit of claims under Lessee Shipper FTSA or Lessee Shipper TPA.

1.2 "AFUDC" means Allowance for Funds Used During Construction.

1.3 "Alternate Credit Support" has the meaning set forth in Section 12.1(d)(ii).

1.4 "Bison" has the meaning set forth in the preamble.

1.5 "Bison System" has the meaning set forth in the recitals.

1.6 "Buffalo Delivery Point" has the meaning set forth in Exhibit A.

1.7 "Business Day" has the meaning set forth in Lessor's Tariff.

1.8 "Commencement Date" means the later of: (a) March 1, 2026, (b) the date upon which Bison is legally authorized and physically capable of providing the Lease Capacity, (c) the date upon which FUGG, is legally authorized and physically capable of providing required lease capacity to meet Lessee's capacity needs associated with the full Lease Path, or (d) the date upon which NBPL is legally authorized and physically capable of providing required lease capacity to meet Lessee's capacity needs associated with the full Lease Path. The Parties may mutually agree in writing to an earlier date in which case such date will be the "Commencement Date" hereunder.

1.9 "Company Use Gas Percentage" has the meaning set forth in Lessor's Tariff.

1.10 "Credit Support Delinquency Collections" means any amounts collected by Lessee under the credit support terms memorialized in the Lessee Shipper FTSA or Lessee Shipper TPA.

1.11 "currently" means as of the date this Lease is executed.

1.12 "Delinquent Monthly Lease Payment" has the meaning set forth in Section 4.5.

1.13 "Development Costs" means all costs incurred or irrevocably committed by WIC or Lessors in connection with the development of the Project, including but not limited to the following activities: (a) participating in the FERC pre-filing process; (b) preparing and filing applications for a FERC Certificate(s) for the Project; (c) developing, designing, surveying, and performing studies to define the scope of the Project; (d) developing the design and detailed engineering of the Project; (e) preparing all drawings, maps, reports, and schedules necessary to be included in the applications for a FERC Certificate(s) and responses to data requests from the FERC; (f) contacting and meeting with any and all stakeholders to gain support for, or to appease opposition to, the Project; (g) preparing, filing, and processing all relevant applications for Transporter Regulatory Authorizations; (h) identifying the suitability of the property on which the Project will be constructed and any construction areas that will be needed as part of the Project and construction thereof and obtaining any options for future use associated with the Project; (i) acquisition, storage, and, if

applicable, cancellation of, equipment and materials for the construction any portion of the Project; (j) construction costs associated with the construction of any portion of the Project; (k) all direct internal costs and all direct administrative costs (including benefit loading of such direct internal costs); and (l) all allocated internal overhead costs and all AFUDC.

1.14 “Dth” means Dekatherms.

1.15 “Effective Date” has the meaning set forth in the preamble.

1.16 “FERC” means the Federal Energy Regulatory Commission or any successor federal governmental authority lawfully exercising, or superseding any powers that are exercisable by the Federal Energy Regulatory Commission over a natural gas company as defined within the NGA.

1.17 “FERC Certificate” means a Certificate of Public Convenience and Necessity issued by FERC under Section 7(c) of the Natural Gas Act of 1938, as amended, authorizing the Lease.

1.18 “First Notice” has the meaning set forth in Section 12.3(b)(i).

1.19 “First Notice Period” has the meaning set forth in Section 12.3(b)(i).

1.20 “Force Majeure” has the meaning set forth in Section 15.1.

1.21 “FUGG” has the meaning set forth in the recitals.

1.22 “FUGG System” has the meaning set forth in the recitals.

1.23 “Guarantor” has the meaning set forth in Section 12.1(a).

1.24 “Guaranty” has the meaning set forth in Section 12.1(a).

1.25 “Guaranty Amount” has the meaning set forth in Section 12.1(b).

1.26 “Hess FTSA” means that certain firm transportation service agreement to be entered into pursuant to the Hess TPA and to be attached hereto as Exhibit F by Lessee and Hess Shipper for transportation service on the Lease Capacity. For the avoidance of doubt, the Hess FTSA is a Lessee Shipper FTSA.

1.27 “Hess Shipper” means Hess Trading Corporation, a Delaware corporation.

1.28 “Hess TPA” means that certain transportation precedent agreement attached hereto as Exhibit D by and between the Lessee (as transporter) and Hess Shipper, pursuant to which the Hess Shipper has agreed to enter into the Hess FTSA. For the avoidance of doubt, the Hess TPA is a Lessee Shipper TPA.

1.29 “Indemnitee” has the meaning set forth in Section 13.1.

1.30 “Indemnitor” has the meaning set forth in Section 13.1.

1.31 “Initial Term” has the meaning set forth in Section 3.1(b).

1.32 “Kurtz Receipt Point” has the meaning set forth in Exhibit A.

1.33 “Lease” has the meaning set forth in the preamble.

1.34 “Lease Capacity” means the pipeline capacity, including without limitation point capacity, provided by the physical pipeline infrastructure and appurtenant facilities at and between the Kurtz Receipt Point and the Buffalo Delivery Point as more fully described in Exhibit A.

1.35 “Lease Path” has the meaning set forth in the recitals.

1.36 “Lessee” has the meaning set forth in the preamble.

1.37 “Lessee Shipper” means any shipper with primary firm service rights under a firm transportation service agreement with Lessee from any receipt point to any delivery point (as defined in Lessee’s Tariff) on the Lease Capacity, including but not limited to any replacement shipper which obtains such firm service rights by release under Lessee’s Tariff.

1.38 “Lessee Shipper Delinquency” has the meaning set forth in Section 12.2(a).

1.39 “Lessee Shipper FTSA” means any firm transportation service agreement with the Lessee and a Lessee Shipper as Parties, pursuant to which the Lessee Shipper has agreed to take transportation service from Lessee on the Lease Capacity.

1.40 “Lessee Shipper TPA” means any transportation precedent agreement with the Lessee and a Lessee Shipper as Parties, pursuant to which the Lessee Shipper has agreed to enter into a firm transportation service agreement with Lessee for transportation service on the Lease Capacity.

1.41 “Lessee’s System” has the meaning set forth in the recitals.

1.42 “Lessee’s Tariff” means Lessee’s FERC Gas Tariff, including without limitation its Third Revised Volume No. 2, as the FERC Gas Tariff or any part thereof may be amended or changed from time to time.

1.43 “Lessor” has the meaning set forth in preamble.

1.44 “Lessor’s Tariff” means Lessor’s FERC Gas Tariff, as may be amended or changed from time to time.

1.45 “Monthly Lease Payment” has the meaning set forth in Section 4.1.

1.46 “Moody’s” means Moody’s Investors Service, Inc. or any successor rating entity.

1.47 “NBPL” has the meaning set forth in the recitals.

1.48 “NGA” has the meaning set forth in the recitals.

1.49 “Notified Termination Date” has the meaning set forth in Section 3.2(c).

1.50 “Open Season” has the meaning set forth in Section 15.10.

1.51 “ORM FTSA” that certain firm transportation service agreement to be entered into pursuant to the ORM TPA and to be attached hereto as Exhibit G by Lessee and ORM Shipper for transportation service on the Lease Capacity. For the avoidance of doubt, the ORM FTSA is a Lessee Shipper FTSA.

1.52 “ORM Shipper” means ONEOK Rockies Midstream, L.L.C., a Delaware limited liability company.

1.53 “ORM TPA” means that certain transportation precedent agreement attached hereto as Exhibit E by and between the Lessee (as transporter) and ORM Shipper, pursuant to which the ORM

Shipper has agreed to enter into the ORM FTSA. For the avoidance of doubt, the ORM TPA is a Lessee Shipper TPA.

1.54 “Party” and “Parties” have the meanings set forth in the preamble.

1.55 “Project” means the system modifications that Lessor needs to undertake and the facilities that Lessor needs to construct in order to make available the capacity contemplated by this Lease.

1.56 “Rate Schedule FT-1 Shipper” has the meaning set forth in Lessor’s Tariff.

1.57 “S&P” means S&P Global Market Intelligence LLC or any successor rating entity.

1.58 “Second Notice” has the meaning set forth in Section 12.3(b)(ii).

1.59 “Subsequent Term” has the meaning set forth in Section 3.1(d).

1.60 “Termination Date” has the meaning set forth in Section 3.3.

1.61 “Third Party Capacity” means capacity obtained by Lessee from other capacity providers and which subject Lessee Shippers to various types of additional charges, including without limitation fuel or lost and unaccounted for gas charges.

1.62 “Transporter Regulatory Authorizations” means all necessary regulatory approvals, permits, and other authorizations required for the Project.

1.63 “WIC” has the meaning set forth in the preamble.

1.64 Interpretation of Defined Terms. For all purposes of this Lease, except as otherwise provided or to the extent the context otherwise requires: the terms defined herein include the plural as well as the singular and vice versa; words importing gender include all genders; any reference to an “Article,” “Section,” or “Exhibit” refers to an Article or Section of, or Exhibit to, as the case may be, this Lease; all references to this Lease mean this Lease, including all Exhibits hereto; the words “herein,” “hereof,” “hereto” and “hereunder” and other words of similar import refer to this Lease and its Exhibits as a whole, and not to any particular Article, Section, Exhibit or other subdivision unless otherwise specified; and the term “including” means “including without limitation.”

## **ARTICLE 2 LEASE OF CAPACITY**

2.1 **Lease Capacity**. Subject to the provisions of this Lease, Lessor shall lease to Lessee, and Lessee shall lease from Lessor, the Lease Capacity. Lessor’s Lease Capacity shall revert to the Lessor on the Termination Date.

2.2 **Treatment of Lease**. It is the understanding and intention of the Parties that this Lease is to be classified as an operating lease agreement. To the extent that by law, regulation, or accounting standards this Lease cannot be classified as an operating lease agreement, the Parties shall negotiate in good faith for a period up to sixty (60) days to modify this Lease, to the extent permitted by law, including without limitation the NGA or any regulation promulgated, or order issued by FERC, other than the Monthly Lease Payment obligations and Initial Term (including any extensions thereof), so as to (a) classify this Lease as an operating lease and (b) effect the original intent of the Parties as closely as possible in order that the transactions contemplated herein are consummated as originally contemplated to the fullest extent possible.

2.3 **Other Receipt and/or Delivery Points**. The Lease Capacity includes the capacity associated with the Kurtz Receipt Point and the Buffalo Delivery Point. The Lease Capacity does not

include the capacity at or through any other receipt or delivery points on the Bison System, and this Lease provides no right for Lessee to obtain any capacity at or through other receipt or delivery points whether existing or not. By prior written agreement, and subject to applicable FERC policy, regulation and precedent, Lessor, in its sole discretion, may agree to add the capacity of an existing or new receipt or delivery point on their systems to the Lease Capacity.

### **ARTICLE 3 TERM AND TERMINATION**

#### **3.1 Term.**

(a) This Lease shall be effective upon the Effective Date and terminate as of the Termination Date.

(b) The initial term for the Lease Capacity, and the commencement date of Lessee's payment obligations hereunder, shall begin on the Commencement Date and shall continue in effect, subject to the other provisions herein, for a term of ten (10) years after the Commencement Date ("Initial Term").

(c) In its sole discretion, the Lessee may request to extend the term of this Lease by advance written notice to the Lessor:

(i) with respect to the portion of the Lease Capacity attributable to the Hess FTSA, no less than nineteen (19) months prior to the last day of the Initial Term or any Subsequent Term, which notice shall include the proposed term of the extension; and

(ii) with respect to the portion of the Lease Capacity attributable to the ORM FTSA, at least thirteen (13) months prior to the end of the term under the FTSA, to extend the term of the FTSA for an additional five (5) year period on terms consistent with the extension rights set forth in the ORM FTSA.

(d) If Lessor does not notify Lessee that they agree to the proposed extension within thirty (30) days following the date of receipt of Lessee's written notice, the request shall be deemed denied and this Lease shall terminate on the Termination Date, subject to FERC approval of such termination. In the event this Lease is terminated or partially terminated, Lessee shall not be responsible for either all Monthly Lease Payments or for Monthly Lease Payments related to the portion of Lease Capacity that is reduced, as applicable, after the termination date of the Lessee Shipper FTSA. Lessor's decision to grant or deny the extension request shall be in its sole discretion. "Subsequent Term" shall mean the term of any such extension agreed to by Lessor.

(e) In the event that Lessor has agreed to one or more Subsequent Terms, then any modification to the term of the Lease or the Lease Capacity shall be subject to FERC approval to the extent necessary.

(f) To the extent the extension rights are exercised by Lessee with respect to Lease Capacity attributable to one or more Lessee Shipper FTSA's, and as a result of such extensions this Lease will terminate with respect to the Lease Capacity attributable to one Lessee Shipper FTSA prior to the termination with respect to any other Lessee Shipper FTSA, the Lease Capacity and Monthly Lease Payments shall be modified proportionately, subject to FERC approval, such that at no point in time shall the Lease Capacity exceed the amount of capacity under contract under the Lessee Shipper FTSA's.

(g) If the Commencement Date occurs after March 1, 2027, Lessee shall have the right to reduce the Initial Term of the Lease solely with respect to the Lease Capacity attributable to the Hess FTSA by the number of months between March 1, 2027, and the Commencement

Date. However, this date shall be extended on a day-for-day basis equal to the number of days of any Force Majeure which delays occurrence of the Commencement Date, not to be greater than thirty (30) calendar days. The number of months shall be the total number of months beginning March 1, 2027, up to the month of the Commencement Date (if the Commencement Date occurs on a date other than the first of the month it shall count as a whole month for purposes of determining the number of months).

(h) If the Commencement Date occurs on or after September 1, 2027, then Lessee may elect to reduce the Initial Term with respect to all or a portion of the Lease Capacity by the number of months between September 1, 2027, and the Commencement Date; provided that Lessee must provide notice to Lessor of the exercise of such right no more than thirty (30) days after the Commencement Date.

(i) If the Commencement Date has not occurred by March 1, 2028, then Lessee may terminate this Lease without liability by or to either Party, provided that Lessee provides notice of termination no later than the tenth (10<sup>th</sup>) day after the date of which Lessee receives notice from a Lessee Shipper that such Lessee Shipper intends to terminate its Lessee Shipper FTSA.

### 3.2 **Early Termination.**

(a) Notwithstanding anything herein to the contrary, Lessee may terminate this Lease, subject to FERC approval of any such termination, if applicable, by providing at least thirty (30) days' advance written notice to Lessor of such termination: (i) if one or more of the conditions described in Section 7.1 is not fulfilled; (ii) if this Lease is rejected, terminated or modified in a proceeding or action with respect to Lessor for any reason including bankruptcy, insolvency, liquidation, general assignment for the benefit of creditors or other similar proceeding or court order affecting Lessor; (iii) for any breach by Lessor of its respective obligations under this Lease after ninety (90) days' notice and an opportunity to cure; (iv) if FERC revokes, terminates, withdraws or materially modifies any necessary authority, approval, acceptance required by Lessee to provide the contemplated service to Lessee Shippers identified by Lessee in its application for authority to acquire the Lease Capacity including certificates of public convenience and necessity, tariff provisions and firm transportation agreements; or (v) if any necessary certificate authority from FERC for Lessor is terminated, modified, revoked or abandoned.

(b) Notwithstanding anything herein to the contrary, Lessor may terminate this Lease, subject to FERC approval of any such termination, in addition to any other rights to terminate this Lease and in conjunction with the determination of the Termination Date in Section 3.3, by the Lessor providing at least thirty (30) days' advance written notice to Lessee of such termination: (i) if one or more of the conditions described in Section 7.2 is not timely fulfilled; (ii) if this Lease is rejected, terminated or modified in a proceeding or action with respect to Lessee for any reason including bankruptcy, insolvency, liquidation, general assignment for the benefit of creditors or other similar proceeding or court order affecting Lessee; (iii) with the exception of Lessee's nonpayment of any Monthly Lease Payment which shall be governed by Section 4.5, for any breach by Lessee of its respective obligations under this Lease after notice pursuant to Section 15.7 and an opportunity to cure; (iv) if FERC revokes, terminates, withdraws or materially modifies any necessary authority, approval, acceptance required by either Lessor or Lessee to provide the contemplated service, including without limitation, certificates of public convenience and necessity, tariff provisions and firm transportation agreements; or (v) if any necessary certificate authority from FERC for Lessee is terminated, modified, revoked or abandoned.

(c) Excluding terminations under Sections 3.1, 7.1 and 7.2, for any notice for termination provided pursuant to this Section 3.2, the notifying party shall exercise its right to terminate within one hundred twenty (120) days of the applicable event in Sections 3.2(a) or 3.2(b) and provide a date for such termination, which shall be not be more than sixty (60) days from the notice; provided that if the specified date for termination occurs after issuance by FERC and acceptance by Lessee or Lessor of a certificate of public convenience and necessity or



abandonment, as applicable, such notifying party shall provide an estimated date for such termination, which may be beyond sixty (60) days from the aforementioned notice. The date provided for termination in any such notice is referred to herein as the “Notified Termination Date.”

(d) If Lessee or Lessor has provided a Notified Termination Date in accordance with Section 3.2(c) prior to the issuance by FERC and acceptance by Lessee or Lessor of a certificate of public convenience and necessity or abandonment, as applicable, neither Lessee nor Lessor shall accept any such issuance by FERC except to the extent such acceptance would be legally required. If Lessee or Lessor has provided a Notified Termination Date in accordance with Section 3.2(c) after the issuance by FERC and acceptance by Lessee or Lessor of a certificate of public convenience and necessity or abandonment, as applicable, the Parties shall cooperate pursuant to Section 14.1 herein to immediately seek any required authorization(s) from FERC as may be necessary to give effect to the termination of this Lease and each Party shall support such FERC filings, provided that such filings are consistent with all applicable laws, rules, regulations and the terms of this Lease. This Lease shall remain in effect until receipt of such authorization(s), notwithstanding anything to the contrary in this Lease, consistent with Section 3.3.

(e) In the event that ORM Shipper terminates the ORM TPA prior to September 1, 2023, then Lessee shall pay to Lessor an amount equal to its pro rata share, determined by the proportion of Development Costs attributable to ORM Shipper, of the amounts recovered by Lessee from Lessee Shipper (minus enforcement costs). Further, in the event any Lessee Shipper breaches its Lessee Shipper TPA or FTSA, Lessee shall be required to use commercially reasonable efforts to pursue a claim against Lessee Shipper, and Lessee shall pay to Lessor an amount equal to its pro rata share of the amounts recovered by Lessee from the Lessee Shipper (minus enforcement costs).

(f) For the avoidance of doubt, in the event of termination of this Lease, all of the leases that comprise the Lease Path shall be terminated.

3.3 **Termination Date.** The “Termination Date” shall be the earlier to occur of:

(a) the expiration of the Initial Term or any then-current Subsequent Term; or

(b) (i) if the termination of this Lease is after Lessee or Lessor has accepted a certificate of public convenience and necessity or abandonment, as applicable, for the Lease Capacity issued by FERC, the Termination Date shall be the effective date specified by FERC for the abandonment of the Lease Capacity by Lessee; or (ii) if Lessee or Lessor has provided a Notified Termination Date in accordance with Section 3.2(c) prior to the issuance by FERC and acceptance by Lessee or Lessor of a certificate of public convenience and necessity or abandonment, as applicable, for the Lease Capacity issued by FERC, the Termination Date shall be the Notified Termination Date.

## ARTICLE 4 LEASE PAYMENTS

4.1 **Payments Under the Lease.** Subject to the provisions of this Lease, including without limitation adjustments under Section 4.2, Lessee shall pay to Lessor, as full and complete payment for Lessor’s lease of the Lease Capacity to Lessee, the Monthly Lease Payment. The “Monthly Lease Payment” shall equal \$4.563 per Dth, including any commodity charges and/or surcharges applicable to the Lease Capacity, as if Lessee were a shipper under Bison’s Rate Schedule FT-1, as adjusted in this Article 4, payable from the Commencement Date until the Termination Date.

4.2 **Lease Payment Adjustments.**

(a) During any period of the Initial Term in which all or a portion of the Lease Path is not available to Lessee for reasons other than Force Majeure, Lessee's Monthly Lease Payment will be reduced for the applicable month by (i) the daily quantity of capacity unavailable (the lowest quantity of capacity either Lessor could provide minus the amount of Lease Capacity obligated to be provided) multiplied by (ii) the daily rate (Monthly Lease Payment multiplied by 12 divided by 365).

(b) During any period of the Initial Term in which all or a portion of the Lease Path is not available to Lessee due to Force Majeure, Lessee's Monthly Lease Payment, shall: (i) not be reduced for the first ten (10) consecutive days of the same Force Majeure event, and (ii) be reduced starting on the eleventh (11<sup>th</sup>) consecutive day of the same Force Majeure event by the daily quantity of capacity unavailable (the lowest quantity of capacity Lessor could provide minus the amount of Lease Capacity obligated to be provided) multiplied by the daily rate (Monthly Lease Payment multiplied by 12 divided by 365).

(c) During any period in which the negotiated reservation rate paid by Lessee Shipper under the Lessee Shipper FTSA is reduced in accordance with the terms of the Lessee Shipper FTSA, the Parties shall reduce the Lessee's Monthly Lease Payment commensurate with such reduction to ensure that Lessee remains economically neutral.

4.3 **Other Rates and Charges.** In addition to the Monthly Lease Payment, Lessee shall pay to Lessor the applicable Company Use Gas Percentage in the form of retained in-kind natural gas, according to Lessor's Tariff, as posted for each month on Lessor's internet website in accordance with Lessor's Tariff as if Lessee were a Rate Schedule FT-1 Shipper. The Lease Capacity shall include daily amounts of capacity to account for the lost and unaccounted for gas component of the Company Use Gas Percentage, to be paid in-kind to Lessor as well as the necessary lost and unaccounted for gas for delivery on Lessee's System. Lessee shall be eligible for any true-up, tracking or reconciled quantities. Lessor shall calculate the Company Use Gas Percentage monthly, and adjust if necessary, to account for any over or under-recovery of gas from a prior period.

4.4 **Payments.** With regard to when payments will commence, Lessee agrees to pay to Lessor within ten (10) days following the last day of the preceding month the Monthly Lease Payment applicable to such preceding month. Following the Termination Date, Lessee and Lessor shall continue to be obligated to make any and all payments that have accrued prior to the Termination Date. The Parties' rights and obligations concerning payment, billing, disputed bills, and termination of service for nonpayment of undisputed bills will be governed by the provisions of Lessee's Tariff, Lessee Shipper TPA, and Lessee Shipper FTSA with regard to such matters (currently, Section 12 of the General Terms and Conditions of Lessee's Tariff). All payments due to Lessor or Lessee shall be made by bank wire transfer to the following:

To Lessor

Northern Border Pipeline Co  
Account # 8188996639  
ABA# for ACH/EFT Payments 071000039  
ABA# for Wire Payments 026009593  
Bank of America, NA  
222 Broadway  
New York, NY 10038  
Swift BOFAUS3N

To Lessee:

JP Morgan Chase Bank, N.A.  
ABA # 111000614  
A/C# 216877107

For Credit to Wyoming Interstate Company, L.L.C. or such other bank(s) or account(s) as Lessor or Lessee may from time to time designate by written notice to the others pursuant to Lessee's Tariff.

4.5 **Lessee Nonpayment.** If Lessee does not pay Lessor any Monthly Lease Payment for the applicable preceding month in full within ten (10) days following the last day of such preceding month ("Delinquent Monthly Lease Payment"), in addition to any other rights or remedies Lessor may have under the terms of this Lease or otherwise whether at law or in equity, Lessor shall provide Lessee with written notice of such delinquency. Additionally, if the Delinquent Monthly Lease Payment remains unpaid thirty (30) days after the date of Lessor's notice of delinquency to Lessee, the Lease shall be terminated; provided however, that if such Delinquent Monthly Lease Payment is attributable to nonpayment by a Lessee Shipper under the applicable Lessee Shipper FTSA, the Lease shall only be terminated with respect to the capacity attributable to such Lessee Shipper FTSA and the Lease Capacity and Monthly Payments shall be modified proportionately, subject to FERC approval, such that at no point in time shall the Lease Capacity be less than the amount of capacity under contract under the then-current Lessee Shipper FSAs. The Parties shall cooperate pursuant to Section 14.1 herein to immediately seek any required authorization(s) from FERC as may be necessary to give effect to the termination of this Lease and each Party shall support such FERC filings, provided that such filings are consistent with all applicable laws, rules, regulations and the terms of this Lease. For the avoidance of doubt, it is understood by the Parties that any termination of the Lease made pursuant to this Section 4.5 shall not be effective until approval from the FERC to terminate the Lease has been received.

## ARTICLE 5 POSSESSION OF GAS AND RISK OF LOSS

5.1 **Possession of Gas and Risk of Loss.** The obligations of the Parties with respect to the possession of gas and the risk of loss of gas shall be determined and governed by Lessee's Tariff (currently, Section 7 of the General Terms and Conditions), with Lessor's obligations being that of the "Transporter" (as defined in Lessee's Tariff) and Lessee's obligations being that of the "Shipper" (as defined in Lessee's Tariff).

5.2 **Linepack.** Lessor shall be solely responsible for providing and maintaining linepack on its respective portion of the Lease Capacity necessary for Lessee to utilize such Lease Capacity under this Lease.

## ARTICLE 6 USE OF LEASE CAPACITY

6.1 **Use of Lease Capacity.** Except as otherwise set forth in this Lease, effective with the Commencement Date, Lessee will have the exclusive right to use the Lease Capacity as set forth in this Lease, including the custody transfer of all gas transported via the Lease Capacity. Lessee's use of the Lease Capacity will include the right to use such Lease Capacity as if it were Lessee's own capacity used to perform services provided by Lessee under Lessee's Tariff, including, without limitation, the transportation of gas by Lessee on behalf of Lessee Shipper(s) on a firm or interruptible basis.

6.2 **Conflicts between Lessee's and Lessor's Tariff.** Except as explicitly stated otherwise in this Lease, the Lease Capacity shall not be subject to any provision(s) of Lessor's Tariff. To the extent permitted by law, in the event of conflict between this Lease, Lessor's Tariff, , and Lessee's Tariff, relating to the definition of Force Majeure as set forth in Section 15.1 or the gas quality specifications set forth in

Lessor's Tariff, this Lease shall control the conflict in question. To the extent permitted by law, in the event of conflict between this Lease, Lessor's Tariff, and Lessee's Tariff relating to nominations and gas scheduling on the Lease Capacity, Lessor's Tariff shall control the conflict in question. If this Lease does not address the conflict in question, Lessor and Lessee shall attempt in good faith to resolve the conflict such that it does not impact Lessee's ability to use the Lease Capacity as if it were Lessee's own capacity used to perform transportation services under Lessee's Tariff; provided however, if the Parties are unable to reach a mutually acceptable resolution within thirty (30) days of notice of such conflict, then each Party being free to request that FERC resolve the conflict, and, if FERC declines to exercise jurisdiction over the conflict, then any Party may seek a resolution of or other remedies relating to such conflict in the courts in accordance with Section 15.5.

6.3 **Measurement Data.** Each Party shall, upon reasonable request of the other Party, provide the other Party with measurement data for the receipt point and delivery point used for the Lease Capacity to the extent consistent with all applicable laws, regulations, orders, FERC policy statements, and the Parties' applicable FERC gas tariffs.

6.4 **Balancing.** Bison shall use commercially reasonable efforts to enter into an operational balancing agreement with FUGG with respect to the Buffalo Delivery Point.

6.5 **Capacity Availability.** Except as otherwise provided in this Lease, Lessor warrants that its individual facilities have adequate capability to provide, in addition to Lessor's other obligations, the Lease Capacity being provided by it in order to fulfill Lessor's obligations under this Lease. During the term of this Lease, Lessor shall maintain sufficient capacity on its individual facilities such that its respective portion of the Lease Capacity will be available for Lessee's use on a firm basis and as required to permit Lessee's use of the capacity as described in Section 6.1.

(a) If the Lease Capacity in whole or in part, is unavailable at any time and for any reason:

(i) Lessor shall notify Lessee as soon as practicable using commercially reasonable efforts, which notification shall include: (1) the amount of unavailable capacity, (2) when the capacity will or did become unavailable; (3) the duration the capacity will be unavailable if known, or that the duration is unknown; and (4) when the capacity will become available when that information is reasonably known. These requirements are in addition to any other requirements in Section 15.1 if the capacity is unavailable for reasons of Force Majeure.

(ii) Lessor shall use the same level of effort to restore the availability of the Lease Capacity on the Bison System as Lessor uses to restore the availability of the remainder of such system.

(iii) Lessor and Lessee will exercise commercially reasonable efforts, as determined by each in its sole discretion, to avoid or end such Lease Capacity unavailability by utilizing the opportunities, if any, which are presented by the existence of operational balancing or equivalent agreements and by the interconnections between the Parties' pipeline systems, but only to the extent that such opportunities can be utilized in compliance with, and without prejudicing the rights of Lessor, Lessee, or Lessor's or Lessee's other shippers, under all applicable laws, regulations, orders, FERC policy statements, service agreements and the applicable Party's FERC gas tariff.

(b) In the event that capacity on the Bison System is reduced for any reason, the Lease Capacity (or applicable portion thereof) will be reduced in the same proportion as the entire capacity of the Bison System (or applicable portion thereof). For example, if the capacity of the Bison System is reduced by one-third, the Lease Capacity would be likewise reduced by one-third.

6.6 **Nominations**. To facilitate required confirmation, Lessee will provide nomination information from Lessee Shippers for the Lease Capacity to permit Bison to manage the volumes received at the Kurtz Receipt Point including sufficient information for Bison to confirm nominations. All nominations for transportation service under this Lease will be submitted in accordance with Lessor's Tariff with Lessor's obligations being that of the "Transporter" (as defined in Lessor's Tariff) and Lessee's obligations being that of the "Shipper" (as defined in Lessor's Tariff).

6.7 **Gas Quality**. Lessor may refuse to accept gas which does not conform to the specifications set forth in Lessor's Tariff. Lessor shall cause tests to be made of delivered gas at the Kurtz Receipt Point, by approved standard methods in general use in the gas industry, to determine whether the gas conforms to the quality specifications set forth in Lessor's Tariff. Such tests shall be made at such intervals as Lessor may deem reasonable, and at other times, but not more often than once per day, at the request of any Lessee.

(a) If gas delivered at the Kurtz Receipt Point does not comply with the quality specifications set forth in Lessor's Tariff, Lessor may, in addition to all other remedies available to it by law, to refuse to accept any such gas, require Lessee to issue an operational flow order to Lessee Shippers, or may elect to continue receiving such gas pursuant to the waiver procedures set forth in Section 6.7(b).

(b) Lessor, in its reasonable discretion and judgment, exercised on a not unduly discriminatory basis, may accept gas that does not conform to the quality specifications in Lessor's Tariff, provided that Lessor determines that such acceptance will not interfere with its ability to: (i) maintain an acceptable gas quality in its pipeline through prudent and safe operation of Lessor's pipeline system and any related storage facility; (ii) ensure that such gas does not affect Lessor's ability to provide service to its customers consistent with Lessor's Tariff; and (iii) ensure that such gas does not adversely affect Lessor's ability to deliver gas at its delivery points. All waivers granted pursuant to this Section 6.7(b) shall be subject to suspension, the duration of which shall vary depending on the specific circumstances and conditions presented.

(c) Prior to applying to FERC to amend any provision of Lessor's Tariff applicable to gas quality specifications, Lessor shall (i) provide at least sixty (60) days' notice to Lessee that Lessor intends to seek amendment of gas quality specifications in Lessor's Tariff, and (ii) make commercially reasonable efforts to consult with Lessee concerning such amendment. In the event the Parties do not reach agreement prior to Lessor applying to FERC to amend its Tariff, then Lessor shall not oppose intervention by Lessee in the resulting proceedings before FERC.

## ARTICLE 7 CONDITIONS PRECEDENT

7.1 **Lessee Conditions Precedent**. Lessee's obligations under this Lease are expressly contingent upon the satisfaction, or written waiver by Lessee to the extent permitted by applicable law, of the following conditions precedent:

(a) The receipt, by September 1, 2025, of any and all necessary regulatory approvals, permits, and other authorizations, in a form and substance satisfactory to Lessee in its sole discretion, required to implement this Lease or for the performance of Lessee's obligations under this Lease.

(b) Full execution, by August 31, 2023, of all Lessee Shipper FTSA's in a form and substance satisfactory to Lessee in its sole discretion.

(c) Satisfaction, in form and substance satisfactory to Lessee in its sole discretion, reasonably exercised of the conditions precedent under the Lessee Shipper FTSA's.

(d) Full execution, before the Commencement Date of all lease documents necessary to create the Lease Path in a form and substance satisfactory to Lessee in its sole discretion.

(e) Lessor shall have complied with all of its material obligations hereunder as of the Commencement Date.

(f) Full execution, before April 30, 2023, of all Lessee Shipper TPAs.

7.2 **Bison's Conditions Precedent.** Bison's obligations under this Lease are expressly contingent upon the satisfaction, or written waiver by Bison to the extent permitted by applicable law, of the following conditions precedent:

(a) At all times through April 28, 2023, this Lease continuing to be commercially viable, as determined by Bison in its sole discretion.

(b) Bison obtaining, by April 30, 2023, the necessary management and corporate authorizations to provide the capacity contemplated within this Lease.

(c) At all times through August 31, 2023, the Lessee Shipper TPAs remain in full force and effect.

(d) Bison receiving and accepting, by September 1, 2025, all applicable federal, state, and local governmental and other regulatory approvals, permits, certificates, notices, clearances, orders and authorizations of whatever kind or nature necessary to construct and implement all facilities necessary to make available the capacity contemplated within this Lease to Lessee, and to comply with the obligations set forth in this Lease, in a form and substance acceptable to Bison in its sole discretion.

7.3 **Notice of Meeting Conditions Precedent.** No later than five (5) Business Days after September 1, 2025, each Party shall provide notice to the other Party informing such Party whether all conditions related to it have been met. All unmet conditions must be specifically identified in the notice with a good faith estimate of the date each of those conditions will be met. If a Party fails to timely provide the notice or fails to identify an unmet condition, that Party shall be deemed to have waived all unmet conditions to the extent permitted by applicable law.

## **ARTICLE 8 COORDINATION OF ACTIONS**

8.1 **Control with Respect to Day-to-Day Operations.** Matters respecting the day-to-day operation of the Lease Capacity (through the coordination of Lessor's and Lessee's gas control departments), such as control and balancing of deliveries, dispatcher's notification, adjustments for discrepancies between receipts and deliveries, Lessor's rights in the event of nonpayment, quality of the natural gas, pressure, and measurement and measuring equipment, shall be determined by consulting the following documents in the following order: (a) this Lease; (b) Lessor's Tariff; (c) the then-current operational balancing agreement and any facility agreements between a Lessor and Lessee; and (d) Lessee's Tariff. Lessor shall use the same level of effort to ensure that its portion of the Lease Capacity is available to Lessee as Lessor uses to ensure the remainder of capacity on its system is available to other shippers on Lessor's system. Lessor shall have no obligation to make capacity available to Lessee other than the Lease Capacity unless otherwise agreed to by the Parties and in accordance with applicable law.

## **ARTICLE 9 GAS PRESSURE**

9.1 Lessor shall deliver natural gas at the Buffalo Delivery Point at sufficient pressure to enter FUGG's pipeline system; provided, however, that Lessor shall in no event be required to deliver natural gas at the Buffalo Delivery Point at pressures in excess of 870 psig.

**ARTICLE 10  
ADVERSE CLAIMS TO GAS BASED ON TITLE**

The Lease Capacity will be used by Lessee as if it were Lessee's own capacity, such that, except for Lessee's operational gas volumes, Lessee shall not have title to the gas being transported on the Lease Capacity. Therefore, title to the gas on the Lease Capacity shall be subject to the terms and conditions of Lessee's Tariff with Lessee as "Transporter" thereunder. In accordance with Article 13, Lessee will defend, indemnify and hold harmless Lessor from and against any and all suits, actions, debts, accounts, damages, costs, losses and expenses arising out of adverse claims of title to gas delivered by Lessee into the Lease Capacity under this Lease.

**ARTICLE 11  
OPERATION AND MAINTENANCE**

11.1 Subject to the terms and conditions of this Lease, Lessor shall operate, maintain and repair its respective facilities providing the Lease Capacity at its sole responsibility and cost.

**ARTICLE 12  
CREDITWORTHINESS**

12.1 **Creditworthiness.**

(a) No later than thirty (30) days after the execution of this Lease and continuing through the term of this Lease, Lessee shall provide a guaranty (the "Guaranty"), from an entity deemed creditworthy by Lessor ("Guarantor"), in a form acceptable to Lessor, in an amount equal to Fifty-Six Million Eight Hundred Ninety-Two Thousand (\$56,892,000).

(b) Upon or before the date reflected in the table below, the amount of the guaranty (the "Guaranty Amount") will be amended and increased to be equal to the sum of (a) the amount of the guaranty delivered under the ORM TPA and (b) the amount of the guaranty delivered under the Hess TPA; provided that in no event shall the Guaranty Amount exceed the amount set forth in the table below under the heading "Maximum Guaranty Amount":

Date of Guaranty Amendment	Maximum Guaranty Amount
10/2/2023	\$66,069,600
4/1/2024	\$66,726,667
10/1/2024	\$67,166,667
4/1/2025	\$70,833,333
10/1/2025	\$80,073,333
Earlier of Commencement Date or March 1, 2026	\$85,720,000

(c) Upon the fifth anniversary of the Commencement Date and on each annual anniversary thereafter, the guaranty amount, if applicable and Lessee is in compliance with this Lease, shall reduce by twelve (12) Monthly Lease Payments, until reaching the equivalent of three (3) Monthly Lease Payments.

(d) Lessor shall have the right to review the creditworthiness of Lessee, or its Guarantor, in accordance with this Section 12.1, on an ongoing basis and, upon Lessor's request,

Lessee shall promptly provide information in order for Lessor to determine the continuing creditworthiness of Lessee or its Guarantor.

(i) In the event that both (A) Lessor determines, after execution of this Lease, that neither Lessee nor its Guarantor meet the creditworthiness standard described in this Section 12.1, and (B) WIC deems either ORM Shipper and/or Hess Shipper not creditworthy under either the ORM TPA, ORM FTSA, Hess TPA or Hess FTSA, as applicable, then Lessee shall provide the required Alternate Credit Support (defined below) within five (5) Business Days of written demand from Lessor. . The Parties agree that the failure of Lessee to provide or maintain Alternate Credit Support shall not (i) relieve Lessee of its obligations under this Lease, (ii) relieve Guarantor of its other obligations under the guaranty, or (iii) prejudice Lessor's right to seek damages or performance under this Lease or the guaranty.

(ii) "Alternate Credit Support" shall include one of the following collateral options for an amount equal to the Lessee's Monthly Lease Payments for twelve (12) months attributable to the portion of the Monthly Lease Payment provided by ORM Shipper and/or Hess Shipper, as outlined in Exhibit C: (A) an irrevocable standby letter of credit in a form acceptable to Lessor and issued by a bank or financial institution deemed acceptable by Lessor in its sole discretion, or (B) any other financial assurance mutually agreed upon by Lessor and Lessee. If Alternate Credit Support is required to satisfy creditworthiness, such Alternate Credit Support shall be provided by Lessee upon demand by Lessor. If after the Effective Date, Lessee fails to provide required Alternate Credit Support within five (5) Business Days of written demand from Lessor, then in addition to any and all other remedies otherwise available to Lessor at law or in equity, Lessor may immediately suspend performance under this Lease.

(iii) The Parties hereby acknowledge and agree that as of the Execution Date, (A) Guarantor is deemed by Lessor to meet the creditworthiness standard described in this Section 12.1 and (B) Lessee's obligations under this Lease (as such obligations may be limited by Sections 12.2 and 12.3) are supported by the Guaranty.

(e) Lessor shall evaluate creditworthiness based upon any or all of the following information:

(i) S&P, Moody's and other credit reporting agencies' ratings, opinions, outlooks, watch alerts, and rating actions.

(ii) Financial reports whereby consistent financial statement analysis will be applied by Lessor to determine the acceptability of Lessee's current and future financial strength. Lessee's balance sheets, income statements, cash flow statements, notes to financial statements, and auditor's opinions will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.

(iii) Whether Lessee is operating under any chapter of the United States Bankruptcy Code, is subject to liquidation or debt reduction procedures under state laws, or there is pending any petition for involuntary bankruptcy against Lessee. Lessor may give consideration for a Lessee who is a debtor-in-possession operating under Chapter 11 of the United States Bankruptcy Code if Lessor is assured that the payments under the Lease will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if Lessee is continuing and continues in the future to make payments on a court order in effect, and if Lessee is continuing and continues in the future to make payments.



(iv) Whether Lessee is subject to any lawsuits or judgments outstanding which could materially impact its ability to remain solvent.

(v) Any other information, including any information provided by Lessee, that is relevant to Lessee's current and future financial strength and Lessee's ability to make full payment over the term of this Lease.

## 12.2 **Lessee Shipper Delinquency.**

(a) A "Lessee Shipper Delinquency" shall be deemed to occur if:

(i) Lessee Shipper fails to provide Alternate Credit Support (as defined in the Lessee Shipper TPA or Lessee Shipper FTSA) within the required period of time as set forth in such Lessee Shipper TPA or Lessee Shipper FTSA;

(ii) Lessee Shipper defaults on its obligation to pay under the terms of the Lessee Shipper TPA or firm transportation invoices from Lessee under the Lessee Shipper FTSA; or

(iii) the Lessee Shipper TPA or Lessee Shipper FTSA terminates as a result of bankruptcy, insolvency, liquidation, general assignment for the benefit of creditors, or other similar proceeding or court order affecting Lessee Shipper.

(b) Upon the occurrence of a Lessee Shipper Delinquency described in Section 12.2(a)(i), Lessee shall immediately notify Lessor, no later than five (5) days after such delinquency and shall contemporaneously use commercially reasonable efforts to secure Alternative Credit Support (as defined in the Lessee Shipper TPA or Lessee Shipper FTSA) from Lessee Shipper within the required period of time as set forth in such Lessee Shipper TPA or Lessee Shipper FTSA. If Lessee Shipper timely provides Alternative Credit Support (as defined in the Lessee Shipper TPA or Lessee Shipper FTSA), Lessee shall immediately notify Lessor. If Lessee Shipper fails to timely provide Alternative Credit Support (as defined in the Lessee Shipper TPA or Lessee Shipper FTSA) despite Lessee's commercially reasonable efforts to secure such Alternative Credit Support, Lessee shall continue to perform its payment obligations under this Lease; provided, however, that (i) Lessee shall not be obligated to make any payments in excess of what it collects from Lessee Shipper, and (ii) if Lessee Shipper subsequently defaults on its obligation to pay firm transportation invoices from Lessee under the Lessee Shipper FTSA, Lessee shall immediately notify Lessor of such failure, and shall meet with Lessor within seven (7) days of such notice to discuss whether to terminate the Lessee Shipper FTSA. If at such meeting the Parties mutually agree to terminate the Lessee Shipper FTSA, the Lessee Shipper FTSA shall be terminated, and each Party shall comply with its obligations under Section 12.3.

(c) Upon the occurrence of a Lessee Shipper Delinquency described in Section 12.2(a)(ii), Lessee shall immediately notify Lessor of such delinquency and shall contemporaneously use commercially reasonable efforts to secure full payment by Lessee Shipper of the amounts owed under the Lessee Shipper FTSA within thirty (30) days. If, despite Lessee's commercially reasonable efforts, Lessee Shipper fails to timely provide full payment of amounts owed to Lessee within thirty (30) days of the request from Lessee, Lessee shall immediately notify Lessor of such failure, and shall meet with Lessor within seven (7) days of such notice to discuss whether to terminate the Lessee Shipper FTSA. If at such meeting the Parties mutually agree to terminate the Lessee Shipper FTSA, the Lessee Shipper FTSA shall be terminated, and each Party shall comply with its obligations under Section 12.3.

(d) Upon the occurrence of the Lessee Shipper Delinquency described in Section 12.2(a)(iii), Lessee shall immediately notify Lessor of such termination and shall comply with its obligations under Section 12.3.

12.3 **Lessee Shipper Termination.**

(a) Upon the occurrence of the termination of a Lessee Shipper TPA or Lessee Shipper FTSA pursuant to Section 12.2 above, Lessee shall collect all amounts collectable from Lessee Shipper or its guarantor under any applicable credit support memorialized in the Lessee Shipper FTSA, and Lessee shall continue to perform its payment obligations under this Lease, but only to the extent it has obtained recovery from the Lessee Shipper.

(b) Upon the occurrence of the termination of a Lessee Shipper FTSA pursuant to Section 12.2 above, Lessee shall have the right to suspend its obligations under this Lease and, if available, accelerate Credit Support Delinquency Collections and Additional Claims Delinquency Collections effective on the date of the termination of the Lessee Shipper TPA or Lessee Shipper FTSA, as applicable, subject to the following:

(i) Lessee shall provide Lessor with notice of its intent to suspend this Lease on the same day that it provides notice of termination to Lessee Shipper as described above ("First Notice"). If Lessee exercises this right to suspend, such suspension shall be effective one hundred eighty (180) days after Lessee provides the notice referenced above ("First Notice Period"). During the First Notice Period, Lessee shall continue to perform its payment obligations under this Lease, but only to the extent it has obtained recovery from Lessee Shipper. Lessee will also diligently attempt to remarket the Lease Capacity at rates at which the Parties are kept economically whole, and, to the extent that the Lessee is successful in remarketing all or a portion of the Lease Capacity at such rates, Lessee shall provide Lessor with notice of such remarketing and shall rescind or modify the First Notice and payments by Lessee and service under this Lease shall be resumed at a mutually agreed to revised Monthly Lease Payment for a mutually agreed to remaining term.

(ii) If Lessee is not able to remarket all of the Lease Capacity, Lessee shall provide Lessor notice no later than thirty (30) days prior to the end of the First Notice Period ("Second Notice") that this Lease shall terminate with respect to any portion of the Lease Capacity not successfully remarketed. Upon Lessee's delivery of the Second Notice, Lessee shall file for abandonment authorization. The Parties shall cooperate to immediately seek any required abandonment authorization from FERC as may be necessary to give effect to the termination of this Lease as soon as possible. Upon such termination of this Lease, Lessee shall pay to Lessor an amount equal to its pro rata share of Credit Support Delinquency Collections and any payments recovered as a result of the claims against the Lessee Shipper. Each Party's pro rata share of Credit Support Delinquency Collections is provided in Exhibit C.

(iii) In the event Lessee does not provide Lessor with the Second Notice or notice that Lessee has been able to remarket all of the Lease Capacity within the time period specified above, Lessor shall have the right, upon thirty (30) days' notice to Lessee, to terminate this Lease with respect to any portion of the Lease Capacity not successfully remarketed. Lessee agrees to coordinate with Lessor to make any required filing with the FERC to effectuate such termination. Upon such termination of this Lease, Lessee shall pay to Lessor an amount equal to its pro rata share of Credit Support Delinquency Collections, provided that Lessee shall not have to pay to Lessor any amounts in excess of those payments recovered as a result of claims against the Lessee Shipper.

(iv) Once this Lease has been terminated by either Lessee or Lessor pursuant to this Section 12.3(b), and any applicable claims have been resolved, Lessee shall have no further obligation to Lessor under this Lease, including the obligation to make the Monthly Lease Payment, except as provided above in Section 12.3(b). Notwithstanding any termination notice given, it is understood that termination of this Lease shall not be effective until approval from the FERC to abandon the Lease Capacity has been received.

(c) If on or after the Commencement Date, the Parties elect to terminate any Lessee Shipper FTSA in accordance with this Section 12.3 or any Lessee Shipper FTSA terminates as a result of bankruptcy, insolvency, liquidation, general assignment for the benefit of creditors, or other similar proceeding or court order affecting Lessee Shipper and no replacement agreement is entered into, amounts owed to Lessor are expressly limited to Credit Support Delinquency Collections and Additional Claims Delinquency Collections, or amounts required per Section 12.3. In the event Lessee has any additional claims against the Lessee Shipper, Lessee shall pursue those claims in its reasonable discretion.

### **ARTICLE 13 LIABILITY AND INDEMNITY**

13.1 **Indemnification.** Each Party (the “Indemnitor”) shall indemnify, defend and hold harmless the other Party and its affiliates and their respective directors, officers, employees and agents (collectively, the “Indemnitee”) from and against any third party claims, demands or causes of action, and all costs, actions, damages, losses, expenses or liabilities reasonably and necessarily incurred by the Indemnitee in connection therewith, to the extent such claims, demands, or causes of action arise out of the Indemnitor’s acts or omissions associated with the performance of the Indemnitor’s obligations under this Lease; provided, however, that the indemnitor shall not be obligated to indemnify, defend, or hold harmless any Indemnitee to the extent that such Indemnitee is negligent or otherwise at fault or to the extent that strict liability is imposed on the Indemnitee as a matter of law.

13.2 **Notice of Claims.** It is a condition precedent to an Indemnitor’s obligation to indemnify any Indemnitee pursuant to Section 13.1 that: (a) the Indemnitee shall provide written notice of the third party claim, demand or cause of action within thirty (30) days after the Indemnitee reasonably determines that such third party claim, demand or cause of action involves a claim for indemnity under this Lease, or within such lesser time if necessary for Indemnitor to defend itself timely against such claim, demand or cause of action; and (b) the Indemnitor shall have had a reasonable opportunity to participate in the investigation, defense and resolution of the third party-claim, demand or cause of action.

13.3 **Lessee Liability upon Breach.** If Lessee materially breaches this Lease prior to the Commencement Date, then Lessee shall be liable to Lessor for all Development Costs actually incurred or irrevocably committed by Lessor prior to the breach; provided that Lessee’s liability to Lessor pursuant to this Section 13.3 shall not exceed twenty-six million four hundred fifty thousand U.S. dollars (\$26,450,000). Lessee may, upon reasonable request to Lessor, review and audit such records and documentation as commercially reasonable to evidence the Development Costs.

13.4 **Limitation on Damages.**

(a) NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND OR CHARACTER, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFIT, LOSS OF REVENUE, OR LOSS OF PRODUCT OR PRODUCTION WHENEVER ARISING OUT OF THE ACTIONS TAKEN BY OR THE OMISSIONS OF SUCH PARTY UNDER THIS LEASE, AND NO CLAIM FOR ANY SUCH DAMAGES SHALL BE MADE BY EITHER PARTY AGAINST THE OTHER, WHETHER SUCH CLAIM IS BASED OR CLAIMED TO BE BASED ON SOLE, CONCURRENT, ACTIVE OR PASSIVE, NEGLIGENCE, FAULT, BREACH OF WARRANTY, BREACH OF AGREEMENT, INDEMNITY, STATUTE, STRICT LIABILITY OR ANY OTHER LEGAL FAULT OR RESPONSIBILITY.

(b) WITHOUT LIMITING THE GENERALITY OF SECTION 13.4(A), LESSEE SHALL NOT BE LIABLE TO LESSOR FOR ANY COSTS, ACTIONS, DAMAGES, LOSSES, EXPENSES OR LIABILITIES TO THE EXTENT ARISING FROM LESSEE’S ADMINISTRATION OF ITS OBLIGATIONS UNDER ARTICLE 12 PROVIDED THAT LESSEE MAKES COMMERCIALY REASONABLE EFFORTS TO ADMINISTER SUCH OBLIGATIONS.

13.5 **Survival.** The provisions set forth in this Article 13 shall survive the termination of this Lease.

#### ARTICLE 14 REGULATORY MATTERS

14.1 **Cooperation on Regulatory Matters.** Lessor and Lessee shall cooperate with each other in the prompt preparation and filing and expeditious prosecution of any required applications, responses to requests for information or any other filings with the FERC for all necessary authorization to implement and maintain the provisions of this Lease, including but not limited to a joint application under the NGA for Lessors to abandon their respective capacity to Lessee during the term of this Lease and for Lessee to obtain a certificate of public convenience and necessity to lease from each Lessor their respective Lease Capacity. The Parties also shall cooperate and support each other in the prompt preparation and filing and expeditious prosecution of any required applications for abandonment, responses to requests for information or any other filings with the FERC for all necessary authorization to terminate any prior authorizations to permit the termination of this Lease pursuant to its provisions, including but not limited to a joint application under the NGA for Lessee to abandon the Lease Capacity; provided that such filings are consistent with all applicable laws, rules, regulations and the terms of this Lease.

#### ARTICLE 15 GENERAL PROVISIONS

15.1 **Force Majeure.** Neither Lessor nor Lessee shall be liable to the other for any damages occurring because of Force Majeure. The term "Force Majeure" shall mean any acts of God, strikes, lockouts or other labor disputes or industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, other storms, floods, washouts or other act of nature, civil disturbances, explosions, breakage, accident or unplanned repairs to machinery or lines of pipe, temporary or permanent failure of gas supply, inability to obtain or unavoidable delay in obtaining pipe, materials or other equipment, acts or binding orders of any court or other governmental authority whether or not having jurisdiction, and any other cause, whether similar or dissimilar to any above enumerated, not reasonably within the control of the person claiming relief from liability and which such person was or would have been unable to prevent by the exercise of due diligence. Failure to prevent or settle any strike or strikes shall not be considered to be a matter within the control of the party claiming Force Majeure.

15.2 **Pipeline Ownership Rights.** The Bison System shall at all times remain the property of Bison and Lessee shall have no right, title, or interest in the Bison System, except as expressly set forth in this Lease. Nothing contained herein shall be construed to permit Lessee to construct, or cause to be constructed, any modification or addition thereto, or any expansion of, such Bison's System or the Lease Capacity, nor shall anything contained herein be construed to create a joint venture or partnership between the Parties.

15.3 **Third Party Beneficiaries.** This Lease is made for the express and exclusive benefit of the Parties. No other person or party who is not a signatory hereto shall have the benefit of, or any right to seek enforcement or recovery under, this Lease.

15.4 **Binding Effect; Assignment.** The terms and conditions contained in this Lease shall inure to the benefit of, and be binding upon, the respective successors, permitted assigns, heirs, survivors, and personal representatives of the Parties. No assignment of this Lease or of any rights or obligations hereunder may be made by either Party without the prior written consent of the other Party, which consent shall not be unreasonably conditioned, delayed or withheld. Any attempted assignment without required consent shall be void. Notwithstanding the foregoing, either Party may, without requirement of consent and upon providing notice to the other Party, assign this Lease, in whole or in part, to any successor entity upon the merger, reorganization, consolidation, or sale of all or substantially all of the assets of the business to which this Lease relates.

15.5 **Choice of Law; Waiver of Trial by Jury; Forum.** THIS LEASE SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS OR PRINCIPLES THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS LEASE TO THE APPLICABLE LAW OF ANOTHER JURISDICTION. EACH PARTY IRREVOCABLY WAIVES TO THE FULLEST EXTENT POSSIBLE BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM RELATING TO THIS LEASE. Nothing in this Lease precludes any Party from bringing proceedings in any other jurisdiction to enforce any judgement obtained in any proceeding referred to in this paragraph, nor will bringing such enforcement proceedings in any one or more jurisdictions preclude the bringing of enforcement proceedings in any other jurisdiction.

15.6 **Severability.** If any term or other provision of this Lease or the application thereof to any person or circumstance is held to be invalid, illegal or incapable of being enforced by any present or future law or public policy, then all other terms and provisions of this Lease shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall modify this Lease so as to effect the original intent of the Parties as closely as possible in order that the transactions contemplated herein are consummated as originally contemplated to the fullest extent possible.

15.7 **Notices.** Any notice, request, statement, payment or other communication required or permitted to be given under this Lease shall be deemed duly given if provided in writing and (a) personally delivered; (b) sent via email; (c) sent via first-class certified mail, return receipt requested, postage prepaid; or (d) sent via a nationally-recognized overnight courier service, as follows:

**If to Bison:**

Bison Pipeline LLC  
700 Louisiana, Suite 1300  
Houston, TX 77002  
Attn: Manager, Business Development  
Josh Plumaj  
[josh\\_plumaj@tcenergy.com](mailto:josh_plumaj@tcenergy.com)  
(832) 320-6337

**If to Lessee:**

Wyoming Interstate Company, L.L.C.  
P.O. Box 1087  
Colorado Springs, Colorado 80944-1087  
Attn: Will Brown  
Email: [willw\\_brown@KinderMorgan.com](mailto:willw_brown@KinderMorgan.com)

With a copy to:

[mgr\\_businessdev@tcenergy.com](mailto:mgr_businessdev@tcenergy.com)

Notices sent by certified mail or courier will be deemed provided upon delivery as evidenced by the receipt of delivery. Notices sent by electronic mail will be deemed to have been provided upon the sending Party's receipt of a non-automated response from the recipient or automatic read receipt generated from the recipient's electronic mail provider. Electronic mail copies of all notices and correspondence under this Lease, including signatures, will constitute original copies of the notice(s) and correspondence and will be as binding on the Parties as the original, as long as there is verification of receipt of the copy.

15.8 **Corporate Authority.** Each Party hereto represents to the other that this Lease, the transactions contemplated herein, and the execution and delivery of this Lease have been duly authorized by all necessary corporate actions, including, without limitation, required action on the part of the officers and agents of the representing party, and this Lease, when executed and delivered, shall be valid and binding on such Party.

15.9 **Modifications and Waivers.** No modification, supplement or amendment of this Lease shall be effective unless in writing and signed by the Parties. No waiver of any of the provisions by any Party shall be deemed or shall constitute a waiver of any other provisions (whether similar or different) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing. Failure by a Party to enforce any provision of this Lease or to exercise any right arising out of this Lease shall not be

deemed a waiver of that provision or right, or of any other provision or right (whether similar or different), and no waiver by a Party of any breach shall be construed to be a waiver of any prior or succeeding breach.

15.10 **Open Season.** The Parties acknowledge that Lessee intends to conduct an open season (the "Open Season") for the sale of the Lease Capacity. The Parties agree to negotiate in a commercially reasonable manner to amend this Lease as needed in the event that the Open Season results in (i) a sale of capacity along the Lease Path in excess of the Lease Capacity; (ii) the execution of transportation precedent agreements other than the Hess TPA and ORM TPA to provide natural gas transportation service along the Lease Path; or (iii) modification of the Lease Capacity attributable to the Hess FTSA or the ORM FTSA.

15.11 **Headings.** The section headings in this Lease are for convenience and reference only and shall not affect the meaning or construction of any of the terms or provisions in this Lease.

15.12 **Counterpart Signatures.** This Lease may be executed in one or more counterparts each of which when executed and delivered, including by scan in Portable Document Format (*i.e.*, ".pdf") or other mutually acceptable electronic means, shall be an original but all of which together shall constitute but one and the same instrument.

15.13 **Entire Agreement.** This Lease constitutes the entire agreement between the Parties with respect to the Lease Capacity and subject matter of this Lease, and supersedes entirely any prior understanding, condition, or modification or written, oral, express or implied agreement relative to this Lease or the subject matters thereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Lease to be effective on the Effective Date.

**Bison Pipeline LLC**

Signature: *R.M.M.*

Name: Russell Mahan

Title: Vice President

Date: Aug 21, 2023

Signature: *Joshua Gibbon*

Name: Joshua Gibbon

Title: Vice President

Date: Aug 21, 2023

**Wyoming Interstate Company, L.L.C.**

Signature: *Will W. Brown*

Name: Will W. Brown

Title: Vice President, Commercial

Date: Aug 22, 2023

*JR*

**EXHIBIT A**  
**to**  
**Pipeline Capacity Lease**  
between **Bison Pipeline LLC**  
and **Wyoming Interstate Company, L.L.C.**  
dated April \_\_\_\_, 2023

“Lease Capacity” shall mean 300,000 Dth per day of capacity, excluding the amount for fuel and/or lost and unaccounted for gas required for transportation on the interstate natural gas pipeline operated by NBPL, and including the amount for fuel and/or lost and unaccounted for gas required for transportation on the Bison System, FUGG System, and on Lessee’s System as determined by the nominated and scheduled receipt and delivery points as illustrated in Section 4.3, including without limitation point capacity, from the existing Kurtz receipt point (#1109384) (the “Kurtz Receipt Point”), through the Bison System to the existing Buffalo delivery point (#1113568) (the “Buffalo Delivery Point”).



**EXHIBIT B**  
**to**  
**Pipeline Capacity Lease**  
between **Bison Pipeline LLC** and  
and **Wyoming Interstate Company, L.L.C.**  
dated April \_\_\_\_, 2023

[Reserved]

**EXHIBIT C**

to

**Pipeline Capacity Lease**  
between **Bison Pipeline LLC** and  
and **Wyoming Interstate Company, L.L.C.**  
dated April \_\_, 2023

**Credit Assurances**

Shipper	MDQ	Pipeline	Maximum Guaranty Amount							ISD
			TPA	10/2/2023	4/1/2024	10/1/2024	4/1/2025	10/1/2025		
ONEOK Rockies Midstream, L.L.C. ("ORM")	200,000	NBPL	\$ 13,158,000	\$ 24,170,400	\$ 28,206,667	\$ 35,100,000	\$ 53,433,333	\$ 110,193,333	\$ 144,880,000	
		Bison	\$ 2,142,000	\$ 11,319,600	\$ 11,976,667	\$ 12,416,667	\$ 16,083,333	\$ 25,323,333	\$ 30,970,000	
		FUGG	\$ -	\$ 14,600,000	\$ 14,600,000	\$ 14,600,000	\$ 43,200,000	\$ 43,200,000	\$ 43,200,000	
		WIC	\$ -	\$ 7,300,000	\$ 7,300,000	\$ 7,300,000	\$ 7,300,000	\$ 7,300,000	\$ 7,300,000	
Hess Trading Corporation ("Hess")	100,000	NBPL	\$ 109,500,000	\$ 109,500,000	\$ 109,500,000	\$ 109,500,000	\$ 109,500,000	\$ 109,500,000	\$ 109,500,000	
		Bison	\$ 54,750,000	\$ 54,750,000	\$ 54,750,000	\$ 54,750,000	\$ 54,750,000	\$ 54,750,000	\$ 54,750,000	
		FUGG	\$ 73,000,000	\$ 73,000,000	\$ 73,000,000	\$ 73,000,000	\$ 73,000,000	\$ 73,000,000	\$ 73,000,000	
		WIC	\$ 36,500,000	\$ 36,500,000	\$ 36,500,000	\$ 36,500,000	\$ 36,500,000	\$ 36,500,000	\$ 36,500,000	
Allocated Maximum Share of Collateral	300,000	NBPL	\$ 122,658,000	\$ 133,670,400	\$ 137,706,667	\$ 144,600,000	\$ 162,933,333	\$ 219,693,333	\$ 254,380,000	
		Bison	\$ 56,892,000	\$ 66,069,600	\$ 66,726,667	\$ 67,166,667	\$ 70,833,333	\$ 80,073,333	\$ 85,720,000	
		FUGG	\$ 73,000,000	\$ 87,600,000	\$ 87,600,000	\$ 87,600,000	\$ 116,200,000	\$ 116,200,000	\$ 116,200,000	
		WIC	\$ 36,500,000	\$ 43,800,000	\$ 43,800,000	\$ 43,800,000	\$ 43,800,000	\$ 43,800,000	\$ 43,800,000	
<b>Total Credit required per Section 6.F. of ORM TPA and ORM FTSA</b>			\$ 15,300,000	\$ 57,390,000	\$ 62,083,333	\$ 69,416,667	\$ 120,016,667	\$ 186,016,667	\$ 226,350,000	
<b>Total Credit required per Section 5.D. of Hess TPA and Hess FTSA</b>			\$ 273,750,000	\$ 273,750,000	\$ 273,750,000	\$ 273,750,000	\$ 273,750,000	\$ 273,750,000	\$ 273,750,000	
<b>Total amount of credit WIC holds depending on ORM or Hess creditworthiness</b>			\$ 289,050,000	\$ 331,140,000	\$ 335,833,333	\$ 343,166,667	\$ 393,766,667	\$ 459,766,667	\$ 500,100,000	
<b>Total Credit Allocated to NBPL (Lessor) from WIC (Lessee) per Section 12.1 Lease Agreement</b>			\$ 122,658,000	\$ 133,670,400	\$ 137,706,667	\$ 144,600,000	\$ 162,933,333	\$ 219,693,333	\$ 254,380,000	
<b>Total Credit Allocated to Bison (Lessor) from WIC (Lessee) per Section 12.1 Lease Agreement</b>			\$ 56,892,000	\$ 66,069,600	\$ 66,726,667	\$ 67,166,667	\$ 70,833,333	\$ 80,073,333	\$ 85,720,000	
<b>Total Credit Allocated to FUGG (Lessor) from WIC (Lessee) per Section 12.1 Lease Agreement</b>			\$ 73,000,000	\$ 87,600,000	\$ 87,600,000	\$ 87,600,000	\$ 116,200,000	\$ 116,200,000	\$ 116,200,000	

**Exhibit D to  
Pipeline Capacity Lease**  
between **Bison Pipeline LLC** and  
and **Wyoming Interstate Company, L.L.C.**  
dated April \_\_\_\_, 2023

**Hess TPA**

[To be included upon execution of the Hess TPA]

**Exhibit E to  
Pipeline Capacity Lease**  
between **Bison Pipeline LLC** and  
and **Wyoming Interstate Company, L.L.C.**  
dated April \_\_\_\_, 2023

**ORM TPA**

[To be included upon execution of the ORM TPA]

**Exhibit F to  
Pipeline Capacity Lease**  
between **Bison Pipeline LLC** and  
and **Wyoming Interstate Company, L.L.C.**  
dated April \_\_\_\_, 2023

**Hess FTSA**

[To be included upon execution of the Hess FTSA]

**Exhibit G to  
Pipeline Capacity Lease**  
between **Bison Pipeline LLC** and  
and **Wyoming Interstate Company, L.L.C.**  
dated April \_\_\_\_, 2023

**ORM FTSA**

[To be included upon execution of the ORM FTSA]

**PIPELINE CAPACITY LEASE**

8/16/2023

THIS PIPELINE CAPACITY LEASE ("Lease") is entered into as of this \_\_\_ day of August, 2023 ("Effective Date"), by and between **Fort Union Gas Gathering, L.L.C.**, a Delaware limited liability company ("FUGG" or "Lessor"), and **Wyoming Interstate Company, L.L.C.**, a Delaware limited liability company ("WIC" or "Lessee") (Lessor and Lessee each individually referred to as a "Party" and collectively referred to as the "Parties").

**WITNESSETH:**

WHEREAS, FUGG owns and operates a natural gas gathering system located in Wyoming (the "FUGG System") which interconnects with Lessee's interstate natural gas pipeline system at its Medicine Bow receipt point on the Medicine Bow Lateral;

WHEREAS, Lessee is an interstate natural gas pipeline company under the Natural Gas Act of 1938 as amended ("NGA") (and therefore subject to the jurisdiction of FERC) and owns and operates approximately 850 miles of pipeline, including a mainline that extends from Western Wyoming to Northeast Colorado at the Cheyenne Hub, several laterals and access to Third Party Capacity (as defined herein) (the entirety of which is referred to herein as "Lessee's System"), including the Medicine Bow Lateral that interconnects with the FUGG System in central eastern Wyoming;

WHEREAS, Lessee desires to lease the Lease Capacity (as defined herein) from Lessor, and Lessor desires to lease the Lease Capacity to Lessee, all as described more specifically herein, to enable Lessee to provide interstate natural gas transportation from the FUGG Receipt Point (as defined herein) to the Medicine Bow Delivery Point (as defined herein);

WHEREAS, Lessee intends to use the Lease Capacity, along with other lease capacity from Northern Border Pipeline Company ("NBPL") and from Bison Pipeline LLC ("Bison"), pursuant to one or more leases which Lessee anticipates executing contemporaneously with this Lease, to provide interstate natural gas transportation to its Thunder Chief Delivery Point and other delivery points on Lessee's System ("Lease Path");

WHEREAS, to obtain authorization to lease the Lease Capacity from Lessor and to provide the intended natural gas transportation which will be FERC jurisdictional, Lessee must file an application with, and receive approval from, FERC pursuant to section 7(c) of the NGA for a certificate of public convenience and necessity;

WHEREAS, Lessor desires to maintain and operate the Lease Capacity and therefore, may be required to file to obtain authorization pursuant to section 7(c) of the NGA through a limited jurisdiction certificate of public convenience and necessity from FERC to operate the Lease Capacity; and

WHEREAS, Lessee intends to execute one or more firm transportation service agreements with one or more Lessee Shippers (as defined herein) to provide the intended natural gas transportation in accordance with Lessee's Tariff (as defined herein) and such agreements may be required to be filed with FERC for its approval and/or acceptance.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, Lessor and Lessee agree as follows:

**ARTICLE 1  
DEFINITIONS**

As used in this Lease, the following terms shall have the following respective meanings:

- 1.1 "AFUDC" means Allowance for Funds Used During Construction.

- 1.2 “Alternate Credit Support” has the meaning set forth in Section 12.1(d)(ii).
- 1.3 “Anchor Shipper” means Hess Trading Corporation only. Anchor Shipper does not include any whole or partial successor in interest to Hess Trading Corporation.
- 1.4 “Anchor Shipper FTSA” means that certain firm transportation service agreement to be entered into pursuant to the Anchor Shipper TPA and to be attached hereto as Exhibit F by Lessee and Anchor Shipper for transportation service on the Lease Capacity. For the avoidance of doubt, the Anchor Shipper FTSA is a Lessee Shipper FTSA.
- 1.5 “Anchor Shipper TPA” means that certain transportation precedent agreement attached hereto as Exhibit D by and between the Lessee (as transporter) and Anchor Shipper, pursuant to which the Anchor Shipper has agreed to enter into the Anchor Shipper FTSA. For the avoidance of doubt, the Anchor Shipper TPA is a Lessee Shipper TPA.
- 1.6 “Bison” has the meaning set forth in the recitals.
- 1.7 “Medicine Bow Delivery Point” has the meaning set forth in Exhibit A.
- 1.8 “Business Day” has the meaning set forth in Lessee’s Tariff.
- 1.9 “Commencement Date” means the later of: (a) March 1, 2026, (b) the date upon which Bison is legally authorized and physically capable of providing required lease capacity to meet Lessee’s capacity needs associated with the full Lease Path, (c) the date upon which FUGG, is legally authorized and physically capable of providing the Lease Capacity or (d) the date upon which NBPL is legally authorized and physically capable of providing required lease capacity to meet Lessee’s capacity needs associated with the full Lease Path. The Parties may mutually agree in writing to an earlier date in which case such date will be the “Commencement Date” hereunder.
- 1.10 “currently” means as of the date this Lease is executed.
- 1.11 “Delinquent Monthly Lease Payment” has the meaning set forth in Section 4.5.
- 1.12 “Development Costs” means all costs incurred or irrevocably committed by Lessor in connection with the development of the Project, including but not limited to the following activities: (a) participating in the FERC pre-filing process; (b) preparing and filing applications for a FERC Certificate(s) for the Project; (c) developing, designing, surveying, and performing studies to define the scope of the Project; (d) developing the design and detailed engineering of the Project; (e) preparing all drawings, maps, reports, and schedules necessary to be included in the applications for a FERC Certificate(s) and responses to data requests from the FERC; (f) contacting and meeting with any and all stakeholders to gain support for, or to appease opposition to, the Project; (g) preparing, filing, and processing all relevant applications for Transporter Regulatory Authorizations; (h) identifying the suitability of the property on which the Project will be constructed and any construction areas that will be needed as part of the Project and construction thereof and obtaining any options for future use associated with the Project; (i) acquisition, storage, and, if applicable, cancellation of, equipment and materials for the construction any portion of the Project; (j) construction costs associated with the construction of any portion of the Project; (k) all direct internal costs and all direct administrative costs (including benefit loading of such direct internal costs); and (l) all allocated internal overhead costs and all AFUDC.
- 1.13 “Dth” means Dekatherms.
- 1.14 “Effective Date” has the meaning set forth in the preamble.



1.15 “FERC” means the Federal Energy Regulatory Commission or any successor federal governmental authority lawfully exercising, or superseding any powers that are exercisable by the Federal Energy Regulatory Commission over a natural gas company as defined within the NGA.

1.16 “FERC Certificate” means a Certificate of Public Convenience and Necessity issued by FERC under Section 7(c) of the Natural Gas Act of 1938, as amended, authorizing the Lease.

1.17 “FL&U Percentage” has the meaning set forth in Lessee’s Tariff.

1.18 “Force Majeure” has the meaning set forth in Section 15.1.

1.19 “Foundation Shipper” means ONEOK Rockies Midstream, L.L.C. only. Foundation Shipper does not include any whole or partial successor in interest to ONEOK Rockies Midstream, L.L.C.

1.20 “Foundation Shipper FTSA” means that certain firm transportation service agreement to be entered into pursuant to the Foundation Shipper TPA and to be attached hereto as Exhibit G by Lessee and Foundation Shipper for transportation service on the Lease Capacity. For the avoidance of doubt, the Foundation Shipper FTSA is a Lessee Shipper FTSA.

1.21 “Foundation Shipper TPA” means that certain transportation precedent agreement attached hereto as Exhibit E by and between the Lessee (as transporter) and Foundation Shipper, pursuant to which the Foundation Shipper has agreed to enter into the Foundation Shipper FTSA. For the avoidance of doubt, the Foundation Shipper TPA is a Lessee Shipper TPA.

1.22 “FUGG” has the meaning set forth in the preamble.

1.23 “FUGG Receipt Point” has the meaning set forth in Exhibit A.

1.24 “FUGG System” has the meaning set forth in the recitals.

1.25 “Guarantor” has the meaning set forth in Section 12.1(a).

1.26 “Guaranty” has the meaning set forth in Section 12.1(a).

1.27 “Guaranty Amount” has the meaning set forth in Section 12.1(b).

1.28 “Incremental Revenue Payment” has the meaning set forth in Section 4.1.

1.29 “Indemnitee” has the meaning set forth in Section 13.1.

1.30 “Indemnitor” has the meaning set forth in Section 13.1.

1.31 “Initial Term” has the meaning set forth in Section 3.1(b).

1.32 “Lease” has the meaning set forth in the preamble.

1.33 “Lease Capacity” means the pipeline capacity, including without limitation point capacity, provided by the physical pipeline infrastructure and appurtenant facilities at and between the FUGG Receipt Point and the Medicine Bow Delivery Point as more fully described in Exhibit A.

1.34 “Lease Path” has the meaning set forth in the recitals.

1.35 “Lessee” has the meaning set forth in the preamble.

1.36 “Lessee Shipper” means any shipper with primary firm service rights under a firm transportation service agreement with Lessee from any receipt point to any delivery point (as defined in Lessee’s Tariff) on the Lease Capacity, including but not limited to any replacement shipper which obtains such firm service rights by release under Lessee’s Tariff.

1.37 “Lessee Shipper Delinquency” has the meaning set forth in Section 12.2(a).

1.38 “Lessee Shipper FTSA” means any firm transportation service agreement with the Lessee and a Lessee Shipper as Parties, pursuant to which the Lessee Shipper has agreed to take transportation service from Lessee on the Lease Capacity.

1.39 “Lessee Shipper TPA” means any transportation precedent agreement with the Lessee and a Lessee Shipper as Parties, pursuant to which the Lessee Shipper has agreed to enter into a firm transportation service agreement with Lessee for transportation service on the Lease Capacity.

1.40 “Lessee’s System” has the meaning set forth in the recitals.

1.41 “Lessee’s Tariff” means Lessee’s FERC Gas Tariff, including without limitation its Third Revised Volume No. 2, as the FERC Gas Tariff or any part thereof may be amended or changed from time to time.

1.42 “Lessor” has the meaning set forth in preamble.

1.43 “Monthly Lease Payment” has the meaning set forth in Section 4.1.

1.44 “Moody’s” means Moody’s Investors Service, Inc. or any successor rating entity.

1.45 “NBPL” has the meaning set forth in the recitals.

1.46 “NGA” has the meaning set forth in the recitals.

1.47 “Notified Termination Date” has the meaning set forth in Section 3.2(c)

1.48 “Party” and “Parties” have the meanings set forth in the preamble.

1.49 “Project” means the system modifications that Lessor needs to undertake and the facilities that Lessor needs to construct in order to make available the capacity contemplated by this Lease.

1.50 “S&P” means S&P Global Market Intelligence LLC or any successor rating entity.

1.51 “Subsequent Term” has the meaning set forth in Section 3.1(d).

1.52 “Termination Date” has the meaning set forth in Section 3.3.

1.53 “Third Party Capacity” means capacity obtained by Lessee from other capacity providers and which subject Lessee Shippers to various types of additional charges, including without limitation fuel or lost and unaccounted for gas charges.

1.54 “Transporter Regulatory Authorizations” means all necessary regulatory approvals, permits, and other authorizations required for the Project.

1.55 “WIC” has the meaning set forth in the preamble.

1.56 Interpretation of Defined Terms. For all purposes of this Lease, except as otherwise provided or to the extent the context otherwise requires: the terms defined herein include the plural as well

as the singular and vice versa; words importing gender include all genders; any reference to an "Article," "Section," or "Exhibit" refers to an Article or Section of, or Exhibit to, as the case may be, this Lease; all references to this Lease mean this Lease, including all Exhibits hereto; the words "herein," "hereof," "hereto" and "hereunder" and other words of similar import refer to this Lease and its Exhibits as a whole, and not to any particular Article, Section, Exhibit or other subdivision unless otherwise specified; and the term "including" means "including without limitation."

## **ARTICLE 2 LEASE OF CAPACITY**

2.1 **Lease Capacity.** Subject to the provisions of this Lease, Lessor shall lease to Lessee, and Lessee shall lease from Lessor, the Lease Capacity. Lessor's Lease Capacity shall revert to the Lessor on the Termination Date.

2.2 **Treatment of Lease.** It is the understanding and intention of the Parties that this Lease is to be classified as an operating lease agreement. To the extent that by law, regulation, or accounting standards this Lease cannot be classified as an operating lease agreement, the Parties shall negotiate in good faith for a period up to sixty (60) days to modify this Lease, to the extent permitted by law, including without limitation the NGA or any regulation promulgated, or order issued by FERC, other than the Monthly Lease Payment obligations and Initial Term (including any extensions thereof), so as to (a) classify this Lease as an operating lease and (b) effect the original intent of the Parties as closely as possible in order that the transactions contemplated herein are consummated as originally contemplated to the fullest extent possible.

2.3 **Other Receipt and/or Delivery Points.** The Lease Capacity includes the capacity associated with the FUGG Receipt Point and the Medicine Bow Delivery Point. The Lease Capacity does not include the capacity at or through any other receipt or delivery points on the FUGG System, and this Lease provides no right for Lessee to obtain any capacity at or through other receipt or delivery points whether existing or not. By prior written agreement, and subject to applicable FERC policy, regulation and precedent, Lessor, in its sole discretion, may agree to add the capacity of an existing or new receipt or delivery point on its System to the Lease Capacity.

## **ARTICLE 3 TERM AND TERMINATION**

### 3.1 **Term.**

(a) This Lease shall be effective upon the Effective Date and terminate as of the Termination Date.

(b) The initial term for the Lease Capacity, and the commencement date of Lessee's payment obligations hereunder, shall begin on the Commencement Date and shall continue in effect, subject to the other provisions herein, for a term of ten (10) years after the Commencement Date ("Initial Term").

(c) In its sole discretion, the Lessee may request to extend the term of this Lease by advance written notice to the Lessor:

(i) with respect to the portion of the Lease Capacity attributable to the Anchor Shipper FTSA, no less than nineteen (19) months prior to the last day of the Initial Term or any Subsequent Term, which notice shall include the proposed term of the extension; and

(ii) with respect to the portion of the Lease Capacity attributable to the Foundation Shipper FTSA, at least thirteen (13) months prior to the end of the term under

the FTSA, to extend the term of the FTSA for an additional five (5) year period on terms consistent with the extension rights set forth in the Foundation Shipper FTSA.

(d) If Lessor does not notify Lessee that it agrees to the proposed extension within thirty (30) days following the date of receipt of Lessee's written notice, the request shall be deemed denied and this Lease shall terminate on the Termination Date, subject to FERC approval of such termination. In the event this Lease is terminated or partially terminated, Lessee shall not be responsible for either all Monthly Lease Payments or for Monthly Lease Payments related to the portion of Lease Capacity that is terminated, as applicable, after the termination date of the Lessee Shipper FTSA. Lessor's decision to grant or deny the extension request shall be in its sole discretion. "Subsequent Term" shall mean the term of any such extension agreed to by Lessor.

(e) In the event that Lessor has agreed to one or more Subsequent Terms, then any modification to the term of the Lease or the Lease Capacity shall be subject to FERC approval to the extent necessary.

(f) To the extent the extension rights are exercised by Lessee with respect to Lease Capacity attributable to one or more Lessee Shipper FTSA's, and as a result of such extensions this Lease will terminate with respect to the Lease Capacity attributable to one Lessee Shipper FTSA prior to the termination with respect to any other Lessee Shipper FTSA, the Lease Capacity and Monthly Lease Payments shall be modified proportionately, subject to FERC approval, such that at no point in time shall the Lease Capacity exceed the amount of capacity under contract under the Lessee Shipper FTSA's.

(g) If the Commencement Date occurs after March 1, 2027, Lessee shall have the right to reduce the Initial Term of the Lease solely with respect to the Lease Capacity attributable to the Anchor Shipper FTSA by the number of months between March 1, 2027, and the Commencement Date. However, this date shall be extended on a day-for-day basis equal to the number of days of any Force Majeure which delays occurrence of the Commencement Date, not to be greater than thirty (30) calendar days. The number of months shall be the total number of months beginning March 1, 2027, up to the month of the Commencement Date (if the Commencement Date occurs on a date other than the first of the month it shall count as a whole month for purposes of determining the number of months).

(h) If the Commencement Date occurs on or after September 1, 2027, then Lessee may elect to reduce the Initial Term with respect to all or a portion of the Lease Capacity by the number of months between September 1, 2027, and the Commencement Date; provided that Lessee must provide notice to Lessor of the exercise of such right no more than thirty (30) days after the Commencement Date.

(i) If the Commencement Date has not occurred by March 1, 2028, then Lessee may terminate this Lease without liability by or to either Party, provided that Lessee provides notice of termination no later than the tenth (10<sup>th</sup>) day after the date of which Lessee receives notice from a Lessee Shipper that such Lessee Shipper intends to terminate its Lessee Shipper FTSA.

### 3.2 Early Termination.

(a) Notwithstanding anything herein to the contrary, Lessee may terminate this Lease, subject to FERC approval of any such termination, if applicable, by providing at least thirty (30) days' advance written notice to Lessor of such termination: (i) if one or more of the conditions described in Section 7.1 is not timely fulfilled; (ii) if this Lease is rejected, terminated or modified in a proceeding or action with respect to Lessor for any reason including bankruptcy, insolvency, liquidation, general assignment for the benefit of creditors or other similar proceeding or court order affecting Lessor; (iii) for any breach by Lessor of its obligations under this Lease after ninety (90) days' notice pursuant to Section 15.7 and an opportunity to cure; (iv) if FERC revokes, terminates, withdraws or materially modifies any necessary authority, approval, acceptance required by Lessee

to provide the contemplated service to Lessee Shippers identified by Lessee in its application for authority to acquire the Lease Capacity including certificates of public convenience and necessity, tariff provisions and firm transportation agreements; or (v) if any necessary certificate authority from FERC for Lessor is terminated, modified, revoked or abandoned.

(b) Notwithstanding anything herein to the contrary, Lessor may terminate this Lease, subject to FERC approval of any such termination, in addition to any other rights to terminate this Lease and in conjunction with the determination of the Termination Date in Section 3.3, by the Lessor providing at least thirty (30) days' advance written notice to Lessee of such termination: (i) if one or more of the conditions described in Section 7.2 is not timely fulfilled; (ii) if this Lease is rejected, terminated or modified in a proceeding or action with respect to Lessee for any reason including bankruptcy, insolvency, liquidation, general assignment for the benefit of creditors or other similar proceeding or court order affecting Lessee; (iii) with the exception of Lessee's nonpayment of any Monthly Lease Payment which shall be governed by Section 4.5, for any breach by Lessee of its obligations under this Lease after ninety (90) days' notice pursuant to Section 15.7 and an opportunity to cure; (iv) if FERC revokes, terminates, withdraws or materially modifies any necessary authority, approval, acceptance required by either Lessor or Lessee to provide the contemplated service, including without limitation, certificates of public convenience and necessity or limited jurisdiction certificate authority, tariff provisions and firm transportation agreements; or (v) if any necessary certificate authority from FERC for Lessee is terminated, modified, revoked or abandoned.

(c) Excluding terminations under Sections 3.1, 7.1 and 7.2, for any notice for termination provided pursuant to this Section 3.2, the notifying party shall exercise its right to terminate within one hundred twenty (120) days of the applicable event in Sections 3.2(a) or 3.2(b) and provide a date for such termination, which shall be not be more than sixty (60) days from the notice; provided that if the specified date for termination occurs after issuance by FERC and acceptance by Lessee or Lessor of a certificate of public convenience and necessity or limited jurisdiction certificate authority, as applicable, such notifying party shall provide an estimated date for such termination, which may be beyond sixty (60) days from the aforementioned notice. The date provided for termination in any such notice is referred to herein as the "Notified Termination Date."

(d) If Lessee or Lessor has provided a Notified Termination Date in accordance with Section 3.2(c) prior to the issuance by FERC and acceptance by Lessee or Lessor of a certificate of public convenience and necessity or limited jurisdiction certificate authority, as applicable, neither Lessee nor Lessor shall accept any such issuance by FERC except to the extent such acceptance would be legally required. If Lessee or Lessor has provided a Notified Termination Date in accordance with Section 3.2(c) after the issuance by FERC and acceptance by Lessee or Lessor of a certificate of public convenience and necessity or limited jurisdiction certificate authority, as applicable, the Parties shall cooperate pursuant to Section 14.1 herein to immediately seek any required authorization(s) from FERC as may be necessary to give effect to the termination of this Lease and each Party shall support such FERC filings, provided that such filings are consistent with all applicable laws, rules, regulations and the terms of this Lease. This Lease shall remain in effect until receipt of such authorization(s), notwithstanding anything to the contrary in this Lease, consistent with Section 3.3.

(e) In the event that Foundation Shipper terminates the Foundation Shipper TPA prior to September 1, 2023, then Lessee shall pay to Lessor the Development Costs to the extent recovered by Lessee from Foundation Shipper (minus enforcement costs). Further, in the event Foundation Shipper or Anchor Shipper breaches its respective TPA or FTSA, Lessee shall be required to use commercially reasonable efforts to pursue a claim against such Foundation or Anchor Shipper, and Lessee shall pay to Lessor amounts recovered by Lessee from such Foundation or Anchor Shipper (minus enforcement costs).

(f) For the avoidance of doubt, in the event of termination of any of the leases that comprise the Lease Path, this Lease shall be terminated.

3.3 **Termination Date.** The "Termination Date" shall be the earlier to occur of:

(a) the expiration of the Initial Term or any then-current Subsequent Term; or

(b) (i) if the termination of this Lease is after Lessee or Lessor has accepted a certificate of public convenience and necessity or limited jurisdiction certificate authority, as applicable, for the Lease Capacity issued by FERC, the Termination Date shall be the effective date specified by FERC for the abandonment of the Lease Capacity by Lessee; or (ii) if Lessee or Lessor has provided a Notified Termination Date in accordance with Section 3.2(c) prior to the issuance by FERC and acceptance by Lessee or Lessor of a certificate of public convenience and necessity or limited jurisdiction certificate authority, as applicable, for the Lease Capacity issued by FERC, the Termination Date shall be the Notified Termination Date.

#### **ARTICLE 4 LEASE PAYMENTS**

4.1 **Payments Under the Lease.** Subject to the provisions of this Lease, including without limitation adjustments under Section 4.2, Lessee shall pay to Lessor, as full and complete payment for Lessor's lease of the Lease Capacity to Lessee, the Monthly Lease Payment. The "Monthly Lease Payment" shall equal a fixed rate payment of \$6.0833 per Dth per month of Lease Capacity, including any commodity charges and/or surcharges applicable to the Lease Capacity, as adjusted in this Article 4. In addition to the Monthly Lease Payment, Lessee shall pay to Lessor 100% of the additional revenues actually received from shippers for transportation services provided by Lessee on the Lease Capacity under its Rate Schedule IT and secondary firm service ("Incremental Revenue Payment"). All payments are payable from the Commencement Date until the Termination Date.

4.2 **Lease Payment Adjustments.**

(a) During any period of the Initial Term in which all or a portion of the Lease Path is not available to Lessee for reasons other than Force Majeure, Lessee's Monthly Lease Payment will be reduced for the applicable month by (i) the daily quantity of capacity unavailable multiplied by (ii) the daily rate (Monthly Lease Payment multiplied by 12 divided by 365).

(b) During any period of the Initial Term in which all or a portion of the Lease Path is not available to Lessee due to Force Majeure, Lessee's Monthly Lease Payment, shall: (i) not be reduced for the first ten (10) consecutive days of the same Force Majeure event, and (ii) be reduced starting on the eleventh (11<sup>th</sup>) consecutive day of the same Force Majeure event by the daily quantity of capacity unavailable multiplied by the daily rate (Monthly Lease Payment multiplied by 12 divided by 365).

(c) In the event the negotiated reservation rate paid by Lessee Shipper under the Lessee Shipper FTSA is reduced in accordance with the terms of the Anchor or Foundation Shipper PA, the Parties may mutually agree to reduce the Lessee's Monthly Lease Payment commensurate with such reduction to ensure that Lessee remains economically neutral.

(d) For clarity and notwithstanding anything else in this Lease to the contrary, to the extent that Lessee receives payment from Lessee Shipper(s) relating to transportation on the Lease Capacity, Lessee shall pay such amounts received to Lessor,

4.3 **Other Rates and Charges.** In addition to the Monthly Lease Payment and Incremental Revenue Payment, if any, Lessee shall pay to Lessor the applicable FL&U Percentage (including equivalent charges associated with electric compressors, if any) in the form of retained in-kind natural gas, according

to the percentages for fuel and lost and unaccounted-for gas posted by Lessor on its electronic bulletin board (or otherwise provided by Lessor in a mutually agreed upon manner) no later than 10 days prior to the start of the three-month period Lessee is required by Lessee's Tariff to have any changed fuel and lost and unaccounted-for gas percentages in effect applied to the amount of gas scheduled by Lessee to flow on Lessors' respective portions of the Lease Capacity. The Lease Capacity shall include daily amounts of capacity to account for the lost and unaccounted for gas component of the FL&U Percentage, to be paid in-kind to Lessor as well as the necessary lost and unaccounted for gas for delivery on Lessee's System. Lessee shall be eligible for any true-up, tracking or reconciled quantities. Lessor shall calculate the FL&U Percentage monthly, and adjust if necessary, to account for any over or under-recovery of gas from a prior period.

4.4 **Payments.** Lessee agrees to pay to Lessor within ten (10) days following the last day of the preceding month the Monthly Lease Payment and any Incremental Revenue Payment applicable to such preceding month. Following the Termination Date, Lessee and Lessor shall continue to be obligated to make any and all payments that have accrued prior to the Termination Date. The Parties' rights and obligations concerning payment, billing, disputed bills, and termination of service for nonpayment of undisputed bills will be governed by the provisions of Lessee's Tariff, and Lessee Shipper FTSA with regard to such matters (currently, Section 12 of the General Terms and Conditions of Lessee's Tariff); provided that in addition to the rights and obligations set forth in Lessee's Tariff, upon reasonable advance notice to Lessee, nor more than once per calendar year and during customary business hours, Lessor shall have the right to inspect and audit Lessee's books and records relating to payments due or paid to or by Lessor under this Lease. The Parties will work together in good faith to resolve any issues identified from the inspection and audit. All payments due to Lessor or Lessee shall be made by bank wire transfer to the following:

To Lessor:  
JP Morgan Chase Bank, N.A.  
ABA # 111000614  
A/C# 216860269  
For Credit to Fort Union Gas Gathering, L.L.C.

To Lessee:  
JP Morgan Chase Bank, N.A.  
ABA # 111000614  
A/C# 216877107

4.5 **Lessee Nonpayment.** If Lessee does not pay Lessor the Monthly Lease Payment for the applicable preceding month in full within ten (10) days following the last day of such preceding month ("Delinquent Monthly Lease Payment"), Lessor shall provide Lessee with written notice of such delinquency. In addition to any other rights or remedies Lessor may have under the terms of this Lease or otherwise whether at law or in equity, if the Delinquent Monthly Lease Payment remains unpaid thirty (30) days after the date of Lessor's notice of delinquency to Lessee, the Lease shall be terminated; provided however, that if such Delinquent Monthly Lease Payment is attributable to nonpayment by a Lessee Shipper under the applicable Lessee Shipper FTSA, the Lease shall only be terminated with respect to the capacity attributable to such Lessee Shipper FTSA (unless the Parties mutually agree in writing otherwise) and the Lease Capacity and Monthly Payments shall be modified proportionately, subject to FERC approval, such that at no point in time shall the Lease Capacity be less than the amount of capacity under contract under the then-current Lessee Shipper FTSA's. The Parties shall cooperate pursuant to Section 14.1 herein to immediately seek any required authorization(s) from FERC as may be necessary to give effect to the termination of this Lease and each Party shall support such FERC filings, provided that such filings are consistent with all applicable laws, rules, regulations and the terms of this Lease. For the avoidance of doubt, it is understood by the Parties that any termination of the Lease made pursuant to this Section 4.5 shall not be effective until approval from the FERC to terminate the Lease has been received.

## ARTICLE 5 POSSESSION OF GAS AND RISK OF LOSS

5.1 **Possession of Gas and Risk of Loss.** The obligations of the Parties with respect to the possession of gas and the risk of loss of gas shall be determined and governed by Lessee's Tariff (currently, Section 7 of the General Terms and Conditions), with Lessor's obligations being that of the "Transporter" (as defined in Lessee's Tariff) and Lessee's obligations being that of the "Shipper" (as defined in Lessee's Tariff).

5.2 **Linepack.** Lessor shall be solely responsible for providing and maintaining linepack on its respective portion of the Lease Capacity necessary for Lessee to utilize such Lease Capacity under this Lease.

## ARTICLE 6 USE OF LEASE CAPACITY

6.1 **Use of Lease Capacity.** Except as otherwise set forth in this Lease, effective with the Commencement Date, Lessee will have the exclusive right to use the Lease Capacity as set forth in this Lease, including the custody transfer of all gas transported via the Lease Capacity. Lessee's use of the Lease Capacity will include the right to use such Lease Capacity as if it were Lessee's own capacity used to perform services provided by Lessee under Lessee's Tariff, including, without limitation, the transportation of gas by Lessee on behalf of Lessee Shipper(s) on a firm or interruptible basis.

6.2 **Conflicts between Lessee's Tariff.** In the event of conflict between this Lease and the Lessee's Tariff relating to the definition of Force Majeure as set forth in Section 15.1 of this Lease or the gas quality specifications set forth in Exhibit B to this Lease, this Lease shall control the conflict in question. In the event of any other conflicts between this Lease and Lessee's Tariff that impact Lessee's ability to use the Lease Capacity as if it were Lessee's own capacity used to perform services provided by Lessee under Lessee's Tariff, which event, it is the Parties' understanding and intention, would be unusual and extraordinary, Lessee's Tariff shall control the conflict in question. If this Lease does not address the conflict in question, Lessor and Lessee shall attempt in good faith to resolve the conflict such that it does not impact Lessee's ability to use the Lease Capacity as if it were Lessee's own capacity used to perform transportation services under Lessee's Tariff; provided however, if the Parties are unable to reach a mutually acceptable resolution within thirty (30) days of notice of such conflict, then each Party being free to request that FERC resolve the conflict, and, if FERC declines to exercise jurisdiction over the conflict, then any Party may seek a resolution of or other remedies relating to such conflict in the courts in accordance with Section 15.5.

6.3 **Measurement Data.** Each Party shall, upon reasonable request of the other Party, provide the other Party with measurement data for the receipt point and delivery point used for the Lease Capacity to the extent consistent with all applicable laws, regulations, orders, FERC policy statements, and the Parties' applicable FERC gas tariffs.

6.4 **Balancing.** The Parties acknowledge that FUGG and Lessee are parties to that certain Operational Balancing Agreement dated November 1, 2021 and imbalances occurring at the Medicine Bow Delivery Point shall be controlled by the terms and conditions of such Operational Balancing Agreement.

6.5 **Capacity Availability.** Except as otherwise provided in this Lease, during the term of this Lease, Lessor shall maintain sufficient capacity on its facilities such that the Lease Capacity will be available for Lessee's use on a firm basis and as required to permit Lessee's use of the Lease Capacity as described in Section 6.1. To the extent operationally feasible, Lessor shall use the same level of effort to ensure that the Lease Capacity is available to Lessee as Lessor uses to ensure capacity on its system is available to all parties who lease capacity on the FUGG System.

(a) If the Lease Capacity in whole or in part, is unavailable at any time and for any reason:



(i) Lessor shall notify Lessee as soon as practicable using commercially reasonable efforts, which notification shall include: (1) the amount of unavailable capacity, (2) when the capacity will or did become unavailable; (3) the duration the capacity will be unavailable if known, or that the duration is unknown; and (4) when the capacity will become available when that information is reasonably known. These requirements are in addition to any other requirements in Section 15.1 if the capacity is unavailable for reasons of Force Majeure.

(ii) In the event that capacity on the portion of the FUGG System that is utilized to provide the Lease Capacity or that is leased under other leases is reduced for any reason, then, to the extent operationally feasible, the Lease Capacity (or applicable portion thereof) will be reduced in the same proportion as the rest of the capacity on the FUGG System that is leased under other leases (or applicable portion thereof). For example, if the capacity of the portion of the FUGG System that is utilized to provide the Lease Capacity or that is leased under other leases is reduced by one-third, the Lease Capacity would be likewise reduced by one-third. To the extent operationally feasible, Lessor shall use the same level of effort to restore the availability of the Lease Capacity on the FUGG System as Lessor uses to restore the availability of the remainder of the FUGG System that is leased under other leases.

(iii) Lessor and Lessee will exercise commercially reasonable efforts, as determined by each in its sole discretion, to avoid or end such Lease Capacity unavailability by utilizing the opportunities, if any, which are presented by the existence of operational balancing or equivalent agreements and by the interconnections between the Parties' pipeline systems, but only to the extent that such opportunities can be utilized in compliance with, and without prejudicing the rights of Lessor, Lessee, or Lessor's or Lessee's other shippers, under all applicable laws, regulations, orders, FERC policy statements, service agreements and the applicable Party's FERC gas tariff.

6.6 **Nominations.** To facilitate required confirmation, Lessee will provide nomination information from Lessee Shippers for the Lease Capacity to permit Lessor to manage the volumes received at the FUGG Receipt Point including sufficient information for Lessor to confirm nominations. All nominations for transportation service under this Lease will be submitted in accordance with Lessee's Tariff with Lessor's obligations being that of the Transporter and Lessee's obligations being that of the Shipper.

6.7 **Gas Quality.** Lessor may refuse to accept gas which does not conform to the specifications set forth in Exhibit B. Lessor shall cause tests to be made of delivered gas at the FUGG Receipt Point, by approved standard methods in general use in the gas industry, to determine whether the gas conforms to the quality specifications set forth in Exhibit B. Such tests shall be made at such intervals as Lessor may deem reasonable, and at other times, but not more often than once per day, at the request of Lessee.

(a) If gas delivered at the FUGG Receipt Point does not comply with the quality specifications set forth in Exhibit B, Lessor may, in addition to all other remedies available to it by law, refuse to accept any such gas, require Lessee to issue an operational flow order to Lessee Shippers, or may elect to continue receiving such gas. Lessor's refusal to accept gas that does not conform to the quality specifications does not relieve Lessee of its payment obligations under this Lease; provided however, Lessee is relieved of its payment obligations under this Lease if Lessee is unable to collect under Lessee Shippers' FTSA during any outages related to Lessor's refusal to accept gas at the FUGG Receipt Point.

(b) If gas delivered at the Medicine Bow Delivery Point does not comply with the quality specifications set forth in Exhibit B, then to the extent such gas conformed to the quality specifications at the time it was delivered at the FUGG Receipt Point, Lessee may, in addition to all other remedies available to it by law, refuse to accept any such gas or may elect to continue receiving such gas.

## ARTICLE 7 CONDITIONS PRECEDENT

7.1 **Lessee Conditions Precedent.** Lessee's obligations under this Lease are expressly contingent upon the satisfaction, or written waiver by Lessee to the extent permitted by applicable law, of the following conditions precedent:

(a) The receipt, by September 1, 2025, of any and all necessary regulatory approvals, permits, and other authorizations, in a form and substance satisfactory to Lessee in its sole discretion, required to implement this Lease or for the performance of Lessee's obligations under this Lease.

(b) Full execution, by August 31, 2023, of all Lessee Shipper FTSA's in a form and substance satisfactory to Lessee in its sole discretion.

(c) Satisfaction, in form and substance satisfactory to Lessee in its sole discretion, reasonably exercised of the conditions precedent under the Lessee Shipper FTSA's.

(d) Full execution, before the Commencement Date of all lease documents necessary to create the Lease Path in a form and substance satisfactory to Lessee in its sole discretion.

(e) Lessor shall have complied with all of its material obligations hereunder as of the Commencement Date.

7.2 **Lessor's Conditions Precedent.** Lessor's obligations under this Lease are expressly contingent upon the satisfaction, or written waiver by Lessor to the extent permitted by applicable law, of the following conditions precedent:

(a) The receipt of any and all necessary internal approvals and regulatory approvals, permits, and other authorizations, in a form and substance satisfactory to Lessor in its sole discretion, to implement this Lease and otherwise allow Lessor to satisfy its obligations under this Lease, including without limitation, any necessary authorization to make the Lease Capacity available, to operate the Lease Capacity, and to charge Lessee the Monthly Lease Payment and Incremental Revenue Payment, as contemplated herein.

(b) Lessee shall have complied with all of its material obligations hereunder as of the Commencement Date.

7.3 **Notice of Meeting Conditions Precedent.** No later than five (5) Business Days after September 1, 2025, each Party shall provide notice to the other Party informing such Party whether all conditions related to it have been met. All unmet conditions must be specifically identified in the notice with a good faith estimate of the date each of those conditions will be met. If a Party fails to timely provide the notice or fails to identify an unmet condition, that Party shall be deemed to have waived all unmet conditions to the extent permitted by applicable law.

## ARTICLE 8 COORDINATION OF ACTIONS

8.1 **Control with Respect to Day-to-Day Operations.** Matters respecting the day-to-day operation of the Lease Capacity (through the coordination of Lessor's and Lessee's gas control departments), such as control and balancing of deliveries, dispatcher's notification, adjustments for discrepancies between receipts and deliveries, Lessor's rights in the event of nonpayment, quality of the natural gas, pressure, and measurement and measuring equipment, shall be determined by consulting the following documents in the following order: (a) this Lease; (b) the then-current operational balancing agreement and any facility agreements between a Lessor and Lessee; and (c) Lessee's Tariff. Lessor shall

have no obligation to make capacity available to Lessee other than the Lease Capacity unless otherwise agreed to by the Parties and in accordance with applicable law.

## ARTICLE 9 GAS PRESSURE

9.1 Lessor shall deliver natural gas to Lessee at the Delivery Point at the interconnection of Lessor's and Lessee's systems at pressures (a) sufficient to enter Lessee's System; provided that in no event shall the pressure be greater than 1,015 p.s.i.g; provided, however, that lower pressures may be mutually agreed to by the Parties in writing, based on then current operating conditions, from time to time, and (b) not in excess of Lessee's maximum allowable operating pressure.

## ARTICLE 10 ADVERSE CLAIMS TO GAS BASED ON TITLE

The Lease Capacity will be used by Lessee as if it were Lessee's own capacity, such that, except for Lessee's operational gas volumes, Lessee shall not have title to the gas being transported on the Lease Capacity. Therefore, title to the gas on the Lease Capacity shall be subject to the terms and conditions of Lessee's Tariff with Lessee as "Transporter" thereunder. In accordance with Article 13, Lessee will defend, indemnify and hold harmless Lessor from and against any and all suits, actions, debts, accounts, damages, costs, losses and expenses arising out of adverse claims of title to gas delivered by Lessee into the Lease Capacity under this Lease.

## ARTICLE 11 OPERATION AND MAINTENANCE

11.1 Subject to the terms and conditions of this Lease, Lessor shall operate, maintain and repair its respective facilities providing the Lease Capacity at its sole responsibility and cost.

## ARTICLE 12 CREDITWORTHINESS

### 12.1 Creditworthiness.

(a) No later than thirty (30) days after the execution of this Lease and continuing through the term of this Lease, Lessee shall provide a guaranty (the "Guaranty"), from an entity deemed creditworthy by Lessor ("Guarantor"), in a form acceptable to Lessor, in an amount equal to Seventy-Three Million USD (\$73,000,000).

(b) Upon or before the date reflected in the table below, the amount of the guaranty (the "Guaranty Amount") will be amended and increased to be equal to the sum of (a) the amount of the guaranty delivered under the Foundation Shipper TPA and (b) the amount of the guaranty delivered under the Anchor Shipper TPA; provided that in no event shall the Guaranty Amount exceed the amount set forth in the table below under the heading "Maximum Guaranty Amount":

Date of Guaranty Amendment	Maximum Guaranty Amount
10/2/2023	\$87,600,000
4/1/2024	\$87,600,000
10/1/2024	\$87,600,000
4/1/2025	\$116,200,000
10/1/2025	\$116,200,000
Earlier of Commencement Date or March 1, 2026	\$116,200,000

(c) Upon the fifth anniversary of the Commencement Date and on each annual anniversary thereafter, the guaranty amount, if applicable and Lessee is in compliance with this Lease, shall reduce by twelve (12) Monthly Lease Payments, until reaching the equivalent of three (3) Monthly Lease Payments.

(d) Lessor shall have the right to review the creditworthiness of Lessee, or its Guarantor, in accordance with this Section 12.1, on an ongoing basis and, upon Lessor's request, Lessee shall promptly provide information in order for Lessor to determine the continuing creditworthiness of Lessee or its Guarantor.

(i) In the event that Lessor determines, after execution of this Lease, that neither Lessee nor its Guarantor meet the creditworthiness standard described in this Section 12.1, then Lessee shall provide the required Alternate Credit Support (defined below) within five (5) Business Days of written demand from Lessor. The Parties agree that the failure of Lessee to provide or maintain Alternate Credit Support shall not (i) relieve Lessee of its obligations under this Lease, (ii) relieve Guarantor of its other obligations under the guaranty, or (iii) prejudice Lessor's right to seek damages or performance under this Lease or the guaranty.

(ii) "Alternate Credit Support" shall include one of the following collateral options for an amount equal to the Lessee's Monthly Lease Payments for twelve (12) months attributable to the portion of the Monthly Lease Payment provided by Foundation Shipper and/or Anchor Shipper, as outlined in Exhibit C: (A) an irrevocable standby letter of credit in a form acceptable to Lessor and issued by a bank or financial institution deemed acceptable by Lessor in its sole discretion, or (B) any other financial assurance mutually agreed upon by Lessor and Lessee. If Alternate Credit Support is required to satisfy creditworthiness, such Alternate Credit Support shall be provided by Lessee upon demand by Lessor. If after the Effective Date, Lessee fails to provide required Alternate Credit Support within five (5) Business Days of written demand from Lessor, then in addition to any and all other remedies otherwise available to Lessor at law or in equity, Lessor may immediately suspend performance under this Lease.

(e) Lessor shall evaluate creditworthiness based upon any or all of the following information:

(i) S&P, Moody's and other credit reporting agencies' ratings, opinions, outlooks, watch alerts, and rating actions.

(ii) Financial reports whereby consistent financial statement analysis will be applied by Lessor to determine the acceptability of Lessee's current and future financial strength. Lessee's balance sheets, income statements, cash flow statements, notes to financial statements, and auditor's opinions will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.

(iii) Whether Lessee is operating under any chapter of the United States Bankruptcy Code, is subject to liquidation or debt reduction procedures under state laws, or there is pending any petition for involuntary bankruptcy against Lessee. Lessor may give consideration for a Lessee who is a debtor-in-possession operating under Chapter 11 of the United States Bankruptcy Code if Lessor is assured that the payments under the Lease will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if Lessee is continuing and continues in the future to make payments on a court order in effect, and if Lessee is continuing and continues in the future to make payments.

(iv) Whether Lessee is subject to any lawsuits or judgments outstanding which could materially impact its ability to remain solvent.

(v) Any other information, including any information provided by Lessee, that is relevant to Lessee's current and future financial strength and Lessee's ability to make full payment over the term of this Lease.

(f) The Parties hereby acknowledge and agree that as of the Execution Date, (A) Guarantor is deemed by Lessor to meet the creditworthiness standard described in this Section 12.1 and (B) subject to the limitations set forth in Sections 12.2, Lessee's obligations are supported by the Guaranty.

## 12.2 Lessee Shipper Delinquency.

(a) A "Lessee Shipper Delinquency" shall be deemed to occur if:

(i) Lessee Shipper fails to provide Alternate Credit Support (as defined in the Lessee Shipper TPA or Lessee Shipper FTSA) within the required period of time as set forth in such Lessee Shipper TPA or Lessee Shipper FTSA;

(ii) Lessee Shipper defaults on its obligation to pay under the terms of the Lessee Shipper TPA or firm transportation invoices from Lessee under the Lessee Shipper FTSA; or

(iii) the Lessee Shipper TPA or Lessee Shipper FTSA terminates as a result of bankruptcy, insolvency, liquidation, general assignment for the benefit of creditors, or other similar proceeding or court order affecting Lessee Shipper.

(b) Upon the occurrence of a Lessee Shipper Delinquency described in Section 12.2(a)(i), Lessee shall immediately notify Lessor, no later than five (5) days after such delinquency and shall contemporaneously use commercially reasonable efforts to secure Alternate Credit Support (as defined in the Lessee Shipper TPA or Lessee Shipper FTSA) from Lessee Shipper within the required period of time as set forth in such Lessee Shipper TPA or Lessee Shipper FTSA. If Lessee Shipper timely provides Alternate Credit Support (as defined in the Lessee Shipper TPA or Lessee Shipper FTSA), Lessee shall immediately notify Lessor. If Lessee Shipper fails to timely provide Alternate Credit Support (as defined in the Lessee Shipper TPA or Lessee Shipper FTSA) despite Lessee's commercially reasonable efforts to secure such Alternate Credit Support, Lessee shall continue to perform its payment obligations under this Lease; provided, however, that with respect to the Foundation Shipper and Anchor Shipper only, Lessee shall not be obligated to make any payments in excess of what it collects from the Foundation Shipper or Anchor Shipper, as applicable.

(c) Upon the occurrence of a Lessee Shipper Delinquency described in Section 12.2(a)(ii), Lessee shall (A) immediately notify Lessor of such delinquency and (B) with respect to the Foundation Shipper and Anchor Shipper only, Lessee shall collect on all applicable credit support from Foundation Shipper or Anchor Shipper and its respective guarantor. To the extent that Lessee is able to recover payment by collecting on applicable credit support, Lessee shall pay Lessor the amounts collected under the applicable credit support (C) with respect to all Lessee Shippers, Lessee shall contemporaneously use commercially reasonable efforts to secure full payment by Lessee Shipper of the amounts owed under the Lessee Shipper FTSA within thirty (30) days. If, despite Lessee's commercially reasonable efforts, Lessee Shipper fails to timely provide full payment of amounts owed to Lessee within thirty (30) days of the request from Lessee, Lessee shall continue to perform its payment obligations under this Lease; provided, however, that with respect to the Foundation Shipper and Anchor Shipper only, Lessee shall not be obligated to make

any payments in excess of what it collects from the Foundation Shipper or Anchor Shipper, as applicable.

(d) Upon the occurrence of the Lessee Shipper Delinquency described in Section 12.2(a)(iii), Lessee shall immediately notify Lessor of such termination and Lessee shall continue to perform its payment obligations under this Lease; provided, however, that with respect to the Foundation Shipper and Anchor Shipper only, Lessee shall not be obligated to make any payments in excess of what it collects from the Foundation Shipper or Anchor Shipper, as applicable.

(e) Upon the occurrence of the Lessee Shipper Delinquency described in Section 12.2(a)(iii) and in the event of termination under a Lessee Shipper FTSA, the Lease Capacity shall be reduced in accordance with Section 4.5. For terminations of Lessee Shipper FTSA (excluding Foundation Shipper and Anchor Shipper FTSA), Lessee may elect to suspend payment obligations and any creditworthiness obligations for ninety (90) days while Lessee attempts to remarket the capacity made available by terminating a Lessee Shipper FTSA. Notwithstanding the foregoing, payment obligations shall be suspended while the Parties seek abandonment authority from FERC.

### **ARTICLE 13 LIABILITY AND INDEMNITY**

13.1 **Indemnification.** Each Party (the “Indemnitor”) shall indemnify, defend and hold harmless the other Party or Parties, as the case may be, and its affiliates and their respective directors, officers, employees and agents (collectively, the “Indemnitee”) from and against any third party claims, demands or causes of action, and all costs, actions, damages, losses, expenses or liabilities reasonably and necessarily incurred by the Indemnitee in connection therewith, to the extent such claims, demands, or causes of action arise out of the Indemnitor's acts or omissions associated with the performance of the Indemnitor's obligations under this Lease; provided, however, that the Indemnitor shall not be obligated to indemnify, defend, or hold harmless any Indemnitee to the extent that such Indemnitee is negligent or otherwise at fault or to the extent that strict liability is imposed on the Indemnitee as a matter of law.

13.2 **Comparative Negligence.** In connection with Section 13.1, in the event that either of the Lessors and Lessee are adjudicated negligent or otherwise at fault or strictly liable without fault with respect to damage or injuries sustained by the third-party claimant, this contractual obligation of indemnification shall continue but such Lessor and Lessee shall each indemnify the other only for the percentage of responsibility for the damage or injuries adjudicated to be attributed to the Indemnitor. In such a situation, it is intended that, to the extent such Lessor or Lessee pays such third-party claimant for its costs, losses, liabilities, expenses and/or judgments attributed to the percentage of negligence, fault or liability of the other, these obligations of indemnification shall function as a contractual arrangement of contribution. This contractual arrangement of contribution shall survive settlement of the underlying third-party claim and, provided that notice and a reasonable opportunity to participate in the investigation, defense, and resolution (including settlement) of such third-party claim has been provided, shall apply to voluntary settlements made by such Lessor or Lessee with the third party.

13.3 **Notice of Claims.** It is a condition precedent to an Indemnitor's obligation to indemnify any Indemnitee pursuant to Section 13.1 that: (a) the Indemnitee shall provide written notice of the third party claim, demand or cause of action within thirty (30) days after the Indemnitee reasonably determines that such third party claim, demand or cause of action involves a claim for indemnity under this Lease, or within such lesser time if necessary for Indemnitor to defend itself timely against such claim, demand or cause of action; and (b) the Indemnitor shall have had a reasonable opportunity to participate in the investigation, defense and resolution of the third party-claim, demand or cause of action.

13.4 **Limitation on Damages.** NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND OR CHARACTER, INCLUDING BUT

NOT LIMITED TO LOSS OF USE, LOSS OF PROFIT, LOSS OF REVENUE, OR LOSS OF PRODUCT OR PRODUCTION WHENEVER ARISING OUT OF THE ACTIONS TAKEN BY OR THE OMISSIONS OF SUCH PARTY UNDER THIS LEASE, AND NO CLAIM FOR ANY SUCH DAMAGES SHALL BE MADE BY EITHER PARTY AGAINST THE OTHER, WHETHER SUCH CLAIM IS BASED OR CLAIMED TO BE BASED ON SOLE, CONCURRENT, ACTIVE OR PASSIVE, NEGLIGENCE, FAULT, BREACH OF WARRANTY, BREACH OF AGREEMENT, INDEMNITY, STATUTE, STRICT LIABILITY OR ANY OTHER LEGAL FAULT OR RESPONSIBILITY.

13.5 **Survival.** The provisions set forth in this Article 13 shall survive the termination of this Lease.

#### ARTICLE 14 REGULATORY MATTERS

14.1 **Cooperation on Regulatory Matters.** Lessor and Lessee shall cooperate with each other in the prompt preparation and filing and expeditious prosecution of any required applications, responses to requests for information or any other filings with the FERC for all necessary authorization to implement and maintain the provisions of this Lease, including but not limited to a joint application under the NGA for Lessor to obtain limited jurisdiction certificate authority and for Lessee to obtain a certificate of public convenience and necessity to lease from each Lessor their respective Lease Capacity. The Parties also shall cooperate and support each other in the prompt preparation and filing and expeditious prosecution of any required applications for abandonment, responses to requests for information or any other filings with the FERC for all necessary authorization to terminate any prior authorizations to permit the termination of this Lease pursuant to its provisions, including but not limited to a joint application under the NGA for Lessee to abandon the Lease Capacity and Lessor to abandon any limited jurisdictional authority to operate, maintain and repair the Lease Capacity; provided that such filings are consistent with all applicable laws, rules, regulations and the terms of this Lease.

#### ARTICLE 15 GENERAL PROVISIONS

15.1 **Force Majeure.** If by reason of Force Majeure, any Party is rendered unable, wholly or in part, to carry out its obligations under this Lease, and if the Party provides written notice and a reasonably complete description of the Force Majeure to the other affected Party or Parties within a reasonable time after it becomes aware of the occurrence of the events giving rise to the Force Majeure, then the Party giving such notice (a) shall be relieved of its obligations under this Lease and (b) shall not be liable for any damages to the other Party associated with its failure to perform its obligations, to the extent affected by the Force Majeure, from the commencement of such Force Majeure through the continuance of any inability to perform so caused, but for no longer period; provided, however, that a Party giving notice of a Force Majeure shall not be relieved of its obligations or liability in the event it fails to act with due diligence to remedy the cause of the Force Majeure with all reasonable dispatch. Except as otherwise provided in Section 4.2, the existence of Force Majeure shall not relieve a Party from its obligations to make payments of amounts accrued and due under this Lease during the time of the Force Majeure. The term "Force Majeure" as used herein shall include acts of God; acts of a public enemy; fires; explosions; wars; earthquakes or volcanic eruptions; storms; floods; extreme cold or freezing, washouts, necessity for compliance with any court order, law regulation or ordinance promulgated by any governmental authority having jurisdiction, either federal, state or local, civil or military; civil disturbances; strikes, lockouts, or other industrial disturbances; shutdowns for purposes of necessary repairs, relocations, or construction of facilities; breakage or accident to machinery or lines of pipe; the necessity for testing (as required by governmental authority or as deemed necessary by the testing Party for the safe operation thereof); the necessity of making repairs or alterations to machinery or lines of pipe; failure of surface equipment or pipelines; inability of any Party to obtain necessary material, supplies, permits, or labor to perform or comply with any obligation or condition of this Lease; inability to obtain rights-of-way; and any other causes, whether of the kind herein recited or not, which are not reasonably in the control of the Party claiming suspension. It is understood and agreed that the settlement of strikes, lockouts, or other industrial disturbances shall be

entirely within the discretion of the Party having the difficulty.

15.2 **Pipeline Ownership Rights.** The FUGG System shall at all times remain the property of Lessor and Lessee shall have no right, title, or interest in the FUGG System, except as expressly set forth in this Lease. Nothing contained herein shall be construed to permit Lessee to construct, or cause to be constructed, any modification or addition thereto, or any expansion of, such FUGG System or the Lease Capacity, nor shall anything contained herein be construed to create a joint venture or partnership between the Parties.

15.3 **Third Party Beneficiaries.** This Lease is made for the express and exclusive benefit of the Parties. No other person or party who is not a signatory hereto shall have the benefit of, or any right to seek enforcement or recovery under, this Lease.

15.4 **Binding Effect; Assignment.** The terms and conditions contained in this Lease shall inure to the benefit of, and be binding upon, the respective successors, permitted assigns, heirs, survivors, and personal representatives of the Parties. No assignment of this Lease or of any rights or obligations hereunder may be made by either Party without the prior written consent of the other Party, which consent shall not be unreasonably conditioned, delayed or withheld. Any attempted assignment without required consent shall be void. Notwithstanding the foregoing, either Party may, without requirement of consent and upon providing notice to the other Party, assign this Lease, in whole or in part, to any successor entity upon the merger, reorganization, consolidation, or sale of all or substantially all of the assets of the business to which this Lease relates.

15.5 **Choice of Law; Waiver of Trial by Jury; Forum.** THIS LEASE SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS OR PRINCIPLES THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS LEASE TO THE APPLICABLE LAW OF ANOTHER JURISDICTION. EACH PARTY IRREVOCABLY WAIVES TO THE FULLEST EXTENT POSSIBLE BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM RELATING TO THIS LEASE. Nothing in this Lease precludes any Party from bringing proceedings in any other jurisdiction to enforce any judgement obtained in any proceeding referred to in this paragraph, nor will bringing such enforcement proceedings in any one or more jurisdictions preclude the bringing of enforcement proceedings in any other jurisdiction.

15.6 **Severability.** If any term or other provision of this Lease or the application thereof to any person or circumstance is held to be invalid, illegal or incapable of being enforced by any present or future law or public policy, then all other terms and provisions of this Lease shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall modify this Lease so as to effect the original intent of the Parties as closely as possible in order that the transactions contemplated herein are consummated as originally contemplated to the fullest extent possible.

15.7 **Notices.** Any notice, request, statement, payment or other communication required or permitted to be given under this Lease shall be deemed duly given if provided in writing and (a) personally delivered; (b) sent via email; (c) sent via first-class certified mail, return receipt requested, postage prepaid; or (d) sent via a nationally-recognized overnight courier service, as follows:



If to Lessor:

Fort Union Gas Gathering, L.L.C.  
2 North Nevada Avenue  
Colorado Springs, CO 80903-1715  
Attn: Dessie Sharpton, Director IC-Commercial  
[dessie\\_sharpton@kindermorgan.com](mailto:dessie_sharpton@kindermorgan.com)

If to Lessee:

Wyoming Interstate Company, L.L.C.  
P.O. Box 1087  
Colorado Springs, Colorado 80944-1087  
Attn: Will Brown  
Email: [willw\\_brown@KinderMorgan.com](mailto:willw_brown@KinderMorgan.com)

Notices sent by certified mail or courier will be deemed provided upon delivery as evidenced by the receipt of delivery. Notices sent by electronic mail will be deemed to have been provided upon the sending Party's receipt of a non-automated response from the recipient or automatic read receipt generated from the recipient's electronic mail provider. Electronic mail copies of all notices and correspondence under this Lease, including signatures, will constitute original copies of the notice(s) and correspondence and will be as binding on the Parties as the original, as long as there is verification of receipt of the copy.

15.8 **Corporate Authority.** Each Party hereto represents to the other that this Lease, the transactions contemplated herein, and the execution and delivery of this Lease have been duly authorized by all necessary corporate actions, including, without limitation, required action on the part of the officers and agents of the representing party, and this Lease, when executed and delivered, shall be valid and binding on such Party.

15.9 **Modifications and Waivers.** No modification, supplement or amendment of this Lease shall be effective unless in writing and signed by the Parties. No waiver of any of the provisions by any Party shall be deemed or shall constitute a waiver of any other provisions (whether similar or different) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing. Failure by a Party to enforce any provision of this Lease or to exercise any right arising out of this Lease shall not be deemed a waiver of that provision or right, or of any other provision or right (whether similar or different), and no waiver by a Party of any breach shall be construed to be a waiver of any prior or succeeding breach.

15.10 **Headings.** The section headings in this Lease are for convenience and reference only and shall not affect the meaning or construction of any of the terms or provisions in this Lease.

15.11 **Counterpart Signatures.** This Lease may be executed in one or more counterparts each of which when executed and delivered, including by scan in Portable Document Format (*i.e.*, ".pdf") or other mutually acceptable electronic means, shall be an original but all of which together shall constitute but one and the same instrument.

15.12 **Entire Agreement.** This Lease constitutes the entire agreement between the Parties with respect to the Lease Capacity and subject matter of this Lease, and supersedes entirely any prior understanding, condition, or modification or written, oral, express or implied agreement relative to this Lease or the subject matters thereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Lease to be effective on the Effective Date.

**Fort Union Gas Gathering, L.L.C.**

By: Copano Pipelines/Rocky Mountains, LLC,  
its Managing Member

Signature: Caleb Johnson  
665ADA0555DE4BE...

Name: Caleb Johnson

Title: \_\_\_\_\_

Date: 8/16/2023

DS  
PS

**Wyoming Interstate Company, L.L.C.**

Signature: Will W Brown  
17E2494C8209490...

Name: Will W Brown

Title: \_\_\_\_\_

Date: 8/16/2023

DS  
TS

**EXHIBIT A**  
**to**  
**Pipeline Capacity Lease**  
between **Fort Union Gas Gathering, L.L.C.**  
and **Wyoming Interstate Company, L.L.C.**  
dated August \_\_, 2023

“Lease Capacity” shall mean 300,000 Dth per day of capacity, excluding the amount for fuel and/or lost and unaccounted for gas required for transportation on the FUGG System, the interstate natural gas pipeline operated by Bison, the interstate natural gas pipeline operated by NBPL, and on Lessee’s System as determined by the nominated and scheduled receipt and delivery points as illustrated in Section 4.3, including without limitation point capacity, from the existing/new Buffalo receipt point between FUGG and Bison (#TBD) (the “FUGG Receipt Point”), through the FUGG System to WIC’s existing Medicine Bow delivery point (#896031) (the “Medicine Bow Delivery Point”).

**EXHIBIT B**  
**to**  
**Pipeline Capacity Lease**  
between **Fort Union Gas Gathering, L.L.C.** and  
and **Wyoming Interstate Company, L.L.C.**  
dated August \_\_\_\_, 2023

Gas Quality Specifications

The gas tendered:

- (a) Shall be commercially free from dust, gums, gum-forming constituents, dirt, impurities, or other solid or liquid matter which might interfere with its merchantability or cause injury to or interference with proper operation of the pipelines, regulators, meters, or other equipment of Lessors;
- (b) Shall not contain more than .25 grain of hydrogen sulphide per 100 cubic feet of gas.
- (c) Shall not contain more than 5 grains of total sulphur (including the sulphur in any hydrogen sulphide and mercaptans) per 100 cubic feet;
- (d) Shall not at any time have an oxygen content in excess of 10 parts per million by volume, and the Parties hereto shall make every reasonable effort to keep the gas free of oxygen;
- (e) Shall be delivered at a temperature not in excess of 120 degrees Fahrenheit or less than 20 degrees Fahrenheit;
- (f) Shall not contain more than 2.00 percent by volume of carbon dioxide in the Gas stream except as provided in GT&C Section 3.8;
- (g) Shall not contain water vapor in excess of 5 pounds per million cubic feet of gas;
- (h) Shall not contain any hydrocarbon fractions which would condense to free liquids in the line at a temperature of 25 degrees Fahrenheit at pressure between 100 p.s.i.a. and the maximum available operating pressures of Transporter's transmission facility, as calculated from the Gas composition.
- (i) The gas tendered at each Receipt Point and Delivery Point shall contain a Gross Heating Value of not less than 950 Btu per cubic foot. "Gross Heating Value" shall mean the number of Btu's produced by the combustion, at a constant pressure, of the amount of gas which would occupy a volume of one cubic foot at a temperature of 60 degrees Fahrenheit on a water-free basis at a pressure of 14.73 p.s.i.a. with air of the same temperature and pressure as the Gas, when the products of combustion are cooled to the initial temperature of gas and air and when the water formed by combustion is condensed to the liquid state. The value so determined shall be adjusted to reflect actual conditions of pressure and temperature. The calculations shall be based on dry gas if the gas at the measurement points contains less than 5 pounds of water per MMcf. If the gas at the measurement point contains more than 5 pounds of water per MMcf, an appropriate correction factor determined by Lessors for the actual water vapor content in the delivered gas stream will be applied to the Btu calculations to correct for this water content.

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**EXHIBIT C**  
to  
**Pipeline Capacity Lease**  
between **Fort Union Gas Gathering, L.L.C.** and  
and **Wyoming Interstate Company, L.L.C.**  
dated August \_\_, 2023

**Credit Assurances**

Shipper	MDQ	Pipeline	Maximum Guaranty Amount							ISD
			TPA	10/2/2023	4/1/2024	10/1/2024	4/1/2025	10/1/2025	10/1/2025	
ONEOK Rockies Midstream, L.L.C. ("ORM")	200,000	NBPL	\$ 13,158,000	\$ 24,170,400	\$ 28,206,667	\$ 35,100,000	\$ 53,433,333	\$ 110,193,333	\$ 144,880,000	
		Bison	\$ 2,142,000	\$ 11,319,600	\$ 11,976,667	\$ 12,416,667	\$ 16,083,333	\$ 25,323,333	\$ 30,970,000	
		FUGG	\$ -	\$ 14,600,000	\$ 14,600,000	\$ 14,600,000	\$ 43,200,000	\$ 43,200,000	\$ 43,200,000	
		WIC	\$ -	\$ 7,300,000	\$ 7,300,000	\$ 7,300,000	\$ 7,300,000	\$ 7,300,000	\$ 7,300,000	
Hess Trading Corporation ("Hess")	100,000	NBPL	\$ 109,500,000	\$ 109,500,000	\$ 109,500,000	\$ 109,500,000	\$ 109,500,000	\$ 109,500,000	\$ 109,500,000	
		Bison	\$ 54,750,000	\$ 54,750,000	\$ 54,750,000	\$ 54,750,000	\$ 54,750,000	\$ 54,750,000	\$ 54,750,000	
		FUGG	\$ 73,000,000	\$ 73,000,000	\$ 73,000,000	\$ 73,000,000	\$ 73,000,000	\$ 73,000,000	\$ 73,000,000	
		WIC	\$ 36,500,000	\$ 36,500,000	\$ 36,500,000	\$ 36,500,000	\$ 36,500,000	\$ 36,500,000	\$ 36,500,000	
Allocated Maximum Share of Collateral	300,000	NBPL	\$ 122,658,000	\$ 133,670,400	\$ 137,706,667	\$ 144,600,000	\$ 162,933,333	\$ 219,693,333	\$ 254,380,000	
		Bison	\$ 56,892,000	\$ 66,069,600	\$ 66,726,667	\$ 67,166,667	\$ 70,833,333	\$ 80,073,333	\$ 85,720,000	
		FUGG	\$ 73,000,000	\$ 87,600,000	\$ 87,600,000	\$ 87,600,000	\$ 116,200,000	\$ 116,200,000	\$ 116,200,000	
		WIC	\$ 36,500,000	\$ 43,800,000	\$ 43,800,000	\$ 43,800,000	\$ 43,800,000	\$ 43,800,000	\$ 43,800,000	
<b>Total Credit required per Section 6.F. of ORM TPA and ORM FTSA</b>			<b>\$ 15,300,000</b>	<b>\$ 57,390,000</b>	<b>\$ 62,083,333</b>	<b>\$ 69,416,667</b>	<b>\$ 120,016,667</b>	<b>\$ 186,016,667</b>	<b>\$ 226,350,000</b>	
<b>Total Credit required per Section 5.D. of Hess TPA and Hess FTSA</b>			<b>\$ 273,750,000</b>	<b>\$ 273,750,000</b>	<b>\$ 273,750,000</b>	<b>\$ 273,750,000</b>	<b>\$ 273,750,000</b>	<b>\$ 273,750,000</b>	<b>\$ 273,750,000</b>	
<b>Total amount of credit WIC holds depending on ORM or Hess creditworthiness</b>			<b>\$ 289,050,000</b>	<b>\$ 331,140,000</b>	<b>\$ 335,833,333</b>	<b>\$ 343,166,667</b>	<b>\$ 393,766,667</b>	<b>\$ 459,766,667</b>	<b>\$ 500,100,000</b>	
<b>Total Credit Allocated to NBPL (Lessor) from WIC (Lessee) per Section 12.1 Lease Agreement</b>			<b>\$ 122,658,000</b>	<b>\$ 133,670,400</b>	<b>\$ 137,706,667</b>	<b>\$ 144,600,000</b>	<b>\$ 162,933,333</b>	<b>\$ 219,693,333</b>	<b>\$ 254,380,000</b>	
<b>Total Credit Allocated to Bison (Lessor) from WIC (Lessee) per Section 12.1 Lease Agreement</b>			<b>\$ 56,892,000</b>	<b>\$ 66,069,600</b>	<b>\$ 66,726,667</b>	<b>\$ 67,166,667</b>	<b>\$ 70,833,333</b>	<b>\$ 80,073,333</b>	<b>\$ 85,720,000</b>	
<b>Total Credit Allocated to FUGG (Lessor) from WIC (Lessee) per Section 12.1 Lease Agreement</b>			<b>\$ 73,000,000</b>	<b>\$ 87,600,000</b>	<b>\$ 87,600,000</b>	<b>\$ 87,600,000</b>	<b>\$ 116,200,000</b>	<b>\$ 116,200,000</b>	<b>\$ 116,200,000</b>	

**Exhibit D to  
Pipeline Capacity Lease**  
between **Fort Union Gas Gathering, L.L.C.** and  
and **Wyoming Interstate Company, L.L.C.**  
dated August \_\_\_\_, 2023

**Anchor Shipper TPA**

**Exhibit E to  
Pipeline Capacity Lease**  
between **Fort Union Gas Gathering, L.L.C.** and  
and **Wyoming Interstate Company, L.L.C.**  
dated August \_\_\_\_, 2023

**Foundation Shipper TPA**



**Exhibit F to  
Pipeline Capacity Lease**  
between **Fort Union Gas Gathering, L.L.C.** and  
and **Wyoming Interstate Company, L.L.C.**  
dated August \_\_\_\_, 2023

**Anchor Shipper FTSA**

**Exhibit G to  
Pipeline Capacity Lease**  
between **Fort Union Gas Gathering, L.L.C.** and  
and **Wyoming Interstate Company, L.L.C.**  
dated August \_\_\_\_, 2023

**Foundation Shipper FTSA**

**Certificate of Service**

I hereby certify that I have this day caused a copy of the foregoing document to be served upon each person designated on the official service list compiled by the Commission's Secretary in this proceeding in accordance with the requirements of Section 385.2010 of the Federal Energy Regulatory Commission's Rules of Practice and Procedure.

Dated at Colorado Springs, Colorado as of this 12<sup>th</sup> day of November, 2024.

*/s/*

\_\_\_\_\_  
Francisco Tarin

Two North Nevada Avenue  
Colorado Springs, Colorado 80903  
(719) 667-7517