



September 29, 2023

Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, D.C. 20046

Attention: Ms. Kimberly D. Bose, Secretary

Re: Wyoming Interstate Company, L.L.C.,  
Powder River Abandonment Compliance Filing,  
Docket No. RP23-

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Commissioners:

Wyoming Interstate Company, L.L.C. ("WIC") tenders for filing and acceptance by the Federal Energy Regulatory Commission ("Commission") the tariff records listed in Appendix A for inclusion in its Third Revised Volume No. 2 of its FERC Gas Tariff ("Tariff"). Proposed with an effective date of November 1, 2023, these tariff records implement the *pro forma* tariff provisions reviewed by the Commission in WIC's Docket No. CP23-59-000 proceeding, as further described below.

### **Reason for Filing**

On February 15, 2023, WIC and Colorado Interstate Gas Company, L.L.C. ("CIG") jointly filed an application in Docket No. CP23-59-000 pursuant to Section 7(b) of the Natural Gas Act, and Part 157.5, et seq., of the Commission's Regulations, seeking authorization to, among other things, decrease the maximum allowable operating pressure of CIG's 16-inch diameter Powder River Lateral and to terminate the existing CIG/WIC capacity lease arrangement which provides WIC with capacity on CIG's Powder River Lateral and CIG with capacity through WIC's Laramie Jumper compressor unit. This project is referred to as the "Powder River Abandonment Project".

Included in its Powder River Abandonment Project application, WIC submitted *pro forma* tariff records to remove references to the Powder River Lateral from its Tariff. By order issued August 1, 2023, the Commission granted the authorizations requested in the application ("Certificate Order") and directed WIC to file the *pro forma* tariff records as actual tariff records "within 30 days prior to the effective day of the abandonment of the lease."<sup>1</sup> WIC anticipates the termination of the CIG/WIC Powder River capacity lease arrangement to be

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<sup>1</sup> See *Colorado Interstate Gas Co.*, 184 FERC ¶ 62,067 at PP 1, 21 & 26 (2023).

completed by October 1, 2023.<sup>2</sup> Accordingly, WIC hereby submits the actual tariff records.

### **Description of Filing**

WIC is submitting the following tariff records pursuant to Subpart C of Part 154<sup>3</sup> of the Commission's regulations in compliance with Paragraph 21 of the Certificate Order to implement the Powder River Abandonment Project *pro forma* tariff provisions.<sup>4</sup> The changes marked on the tariff records are identical to the pro forma provisions accepted in the Certificate Order.

Part I: Sections 1.1 and 1.2, Firm Rates and Interruptible Rates update the Statement of Rates to remove the Powder River incremental firm and interruptible transportation service charges.

Part II: Section 2, Fuel and L&U Rates updates the Statement of Rates to remove the Powder River Incremental FL&U charges.<sup>5</sup>

Part II: Section 3, Footnotes removes references to the Powder River Incremental FL&U percentage in footnote 4.

Part III: Sections 1.1 and 1.2, Rate Schedules FT and IT update the Tariff to remove references related to the Powder River incremental system.

Part IV: Section 1, Definitions removes references to the Powder River Lateral.

Part IV: Section 13 removes the Powder River Incremental FL&U charge from the fuel and L&U provisions of Section 13.

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<sup>2</sup> On August 23, 2023, CIG submitted its acceptance of the certificate authorizations associated with the Powder River Abandonment Project.

<sup>3</sup> 18 C.F.R. §§ 154.201 – 154.210 (2022) (Subpart C).

<sup>4</sup> WIC notes that it has marked changes against the applicable currently effective tariff record version. Specifically, certain tariff records have been updated to reflect changes accepted by the Commission in Docket No. RP23-893-000 (Aug. 21, 2023) (unpublished letter order) and Docket No. RP23-932-000 (Aug. 24, 2023) (unpublished letter order). Additionally, WIC has included changes submitted to the Commission on September 28, 2023 in Docket No. RP23-1088-000 in the tariff records submitted in this filing. These changes are pending before the Commission. Should these changes not be accepted by the Commission, WIC will file to modify the tariff records submitted herewith.

<sup>5</sup> WIC will propose the disposition of any outstanding balances in its fuel and/or lost and unaccounted for gas in the appropriate filing to recompute fuel and lost and unaccounted-for percentages after the abandonment of the lease.

**Procedural Matters**

In accordance with the applicable provisions of Part 154 of the Commission's regulations,<sup>6</sup> WIC is submitting an eTariff XML filing package, which includes the following:

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

WIC respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on November 1, 2023. With respect to any tariff record the Commission allows to go into effect without change, WIC hereby moves to place the tendered tariff record into effect at the end of any minimal suspension period established by the Commission.

Correspondence and communications concerning this filing should be directed to:

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These persons have been designated for service in accordance with Rule 203 of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.203 (2022)).

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

Respectfully submitted,

**WYOMING INTERSTATE COMPANY, L.L.C.**

By: \_\_\_\_\_/s/  
Ryan Leahy  
Director, Regulatory

Enclosures

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<sup>6</sup> 18 C.F.R. §§ 154.1 – 154.603 (2022).

Certificate of Service

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

Dated at Birmingham, AL as of this 29<sup>th</sup> day of September 2023.

\_\_\_\_\_  
/s/

Ryan Leahy

Post Office Box 2563  
Birmingham, AL 35202-2563

WYOMING INTERSTATE COMPANY, L.L.C.  
Powder River Abandonment Compliance Filing

Third Revised Volume No. 2

Part II: Stmt. of Rates

Section 1.1	Firm Rates	Version 11.0.0
Section 1.2	Interruptible Rates	Version 12.0.0
Section 2	Fuel and L&U Rates	Version 61.0.0
Section 3	Footnotes	Version 10.0.0

Part III: Rate Schedules

Section 1	Rate Schedule FT	Version 6.0.0
Section 1	Rate Schedule IT	Version 7.0.0

Part IV: General Terms and Conditions

Section 1	Definitions	Version 16.0.0
Section 13	Fuel and L&U	Version 13.0.0

## **MARKED TARIFF SECTIONS**

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS  
RATES PER DTH

	<u>Rate</u>
<u>Rate Schedule FT:</u> (Note 1)	
<u>Mainline Rates</u>	
Reservation Rate (Note 2)	
Maximum Rate .....	\$1.6008
Minimum Rate .....	\$0.0000
Commodity Rate -	
Maximum Rate.....	\$0.0026
Minimum Rate.....	\$0.0026
Overrun Rate -	
Maximum Rate.....	\$0.0552
Minimum Rate.....	\$0.0026
 <u><del>Powder River Incremental Rates</del></u>	
<del>Reservation Rate (Note 2)</del>	
<del>    Maximum Rate.....</del>	<del>\$1.0646</del>
<del>    Minimum Rate.....</del>	<del>\$0.0000</del>
 <del>Commodity Rate-</del>	
<del>    Maximum Rate.....</del>	<del>\$0.0000</del>
<del>    Minimum Rate.....</del>	<del>\$0.0000</del>
 <del>Overrun Rate-</del>	
<del>    Maximum Rate.....</del>	<del>\$0.0350</del>
<del>    Minimum Rate.....</del>	<del>\$0.0000</del>
 <u>Medicine Bow Incremental Rates</u>	
Reservation Rate (Note 2)	
Maximum Rate.....	\$2.7345
Minimum Rate.....	\$0.0000
Commodity Rate -	
Maximum Rate.....	\$0.0000
Minimum Rate.....	\$0.0000
Overrun Rate -	
Maximum Rate.....	\$0.0899
Minimum Rate.....	\$0.0000

	<u>Rate</u>
<u>Rate Schedule FT:</u> (Note 1)	
<u>Bakken Leased Capacity Incremental Rates</u>	
Reservation Rate (Note 2)(Note 8)	
Maximum Rate.....	\$6.0833
Minimum Rate.....	\$0.0000
Commodity Rate -	
Maximum Rate.....	\$0.0000
Minimum Rate.....	\$0.0000
Overrun Rate -	
Maximum Rate.....	\$0.2000
Minimum Rate.....	\$0.0000
<u>Piceance Basin Incremental Rates</u>	
Reservation Rate (Note 2)	
Maximum Rate.....	\$4.2911
Minimum Rate.....	\$0.0000
Commodity Rate -	
Maximum Rate.....	\$0.0004
Minimum Rate.....	\$0.0004
Overrun Rate -	
Maximum Rate.....	\$0.1415
Minimum Rate.....	\$0.0004
<u>Kanda Lateral Incremental Rates</u>	
Reservation Rate (Note 2)(Note 10)	
Maximum Rate.....	\$4.4040
Minimum Rate.....	\$0.0000
Commodity Rate -	
Maximum Rate.....	\$0.0001
Minimum Rate.....	\$0.0001
Overrun Rate -	
Maximum Rate.....	\$0.1449
Minimum Rate.....	\$0.0001



Rate Schedule FDBS:

(Note 1)

Medicine Bow Rates

Reservation Rate

Maximum Rate..... \$3.6369

Minimum Rate..... \$0.0000

Commodity Rate

Maximum Rate..... \$0.0000

Minimum Rate..... \$0.0000

Unauthorized Overrun Rate ..... \$0.2391

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS  
RATES PER DTH

	<u>Rate</u>
<u>Rate Schedule IT:</u>	
<u>Mainline Rates</u>	
Commodity Rate -	
Maximum Rate.....	\$0.0552
Minimum Rate.....	\$0.0026
 <del><u>Powder River Interruptible Incremental Rates</u></del>	
<del>Commodity Rate -</del>	
<del>Maximum Rate.....</del>	<del>\$0.0350</del>
<del>Minimum Rate.....</del>	<del>\$0.0000</del>
 <u>Medicine Bow Interruptible Incremental Rates</u>	
Commodity Rate -	
Maximum Rate.....	\$0.0899
Minimum Rate.....	\$0.0000
 <u>Bakken Leased Capacity Incremental Rates</u>	
Commodity Rate -	
Maximum Rate.....	\$0.2000
Minimum Rate.....	\$0.0000
 <u>Piceance Basin Interruptible Incremental Rates</u>	
Commodity Rate -	
Maximum Rate.....	\$0.1415
Minimum Rate.....	\$0.0004
 <u>Kanda Lateral Interruptible Incremental Rates (Note 10)</u>	
Commodity Rate -	
Maximum Rate.....	\$0.1449
Minimum Rate.....	\$0.0001

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS  
RATES PER DTH

	<u>Rate</u>
<u>Rate Schedule PAL:</u>	
<u>WIC East and West Mainline Parking or Lending Rates</u>	
Initial Rate -	
Maximum Rate.....	\$0.0552
Minimum Rate.....	\$0.0000
Balance Rate -	
Maximum Rate.....	\$0.0276
Minimum Rate.....	\$0.0000
Completion Rate -	
Maximum Rate.....	\$0.0552
Minimum Rate.....	\$0.0000
<u>Medicine Bow Parking and Lending Incremental Rates</u>	
Initial Rate -	
Maximum Rate.....	\$0.0899
Minimum Rate.....	\$0.0000
Balance Rate -	
Maximum Rate.....	\$0.0449
Minimum Rate.....	\$0.0000
Completion Rate -	
Maximum Rate.....	\$0.0899
Minimum Rate.....	\$0.0000
<u>Piceance Basin Parking and Lending Incremental Rates</u>	
Initial Rate -	
Maximum Rate.....	\$0.1415
Minimum Rate.....	\$0.0000
Balance Rate -	
Maximum Rate.....	\$0.0708
Minimum Rate.....	\$0.0000
Completion Rate -	
Maximum Rate.....	\$0.1415
Minimum Rate.....	\$0.0000

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS  
RATES PER DTH

Rate

Rate Schedule PAL:

Kanda Lateral Parking and Lending Incremental Rates

Initial Rate -

Maximum Rate.....	\$0.1449
Minimum Rate.....	\$0.0000

Balance Rate -

Maximum Rate.....	\$0.0725
Minimum Rate.....	\$0.0000

Completion Rate -

Maximum Rate.....	\$0.1449
Minimum Rate.....	\$0.0000

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS  
 RATES PER DTH

Particulars -----	Current Reimbursement -----	True-up -----	Total -----
Mainline System			
Fuel Gas Percentage (Note 3)	0.41%	-0.41%	0.00%
L&U Percentage (Note 3)	0.00%	0.00%	0.00%
	-----	-----	-----
Total FL&U Percentage	0.41%	-0.41%	0.00%
L&U Percentage (Note 11)	0.00%	0.00%	0.00%
<del>Powder River Incremental</del>			
<del>Fuel Gas Percentage (Note 3) (Note 4)</del>	<del>0.00%</del>	<del>0.00%</del>	<del>0.00%</del>
<del>L&amp;U Percentage (Note 3) (Note 4)</del>	<del>0.00%</del>	<del>0.00%</del>	<del>0.00%</del>
<del></del>	<del>-----</del>	<del>-----</del>	<del>-----</del>
<del>Total FL&amp;U Percentage</del>	<del>0.00%</del>	<del>0.00%</del>	<del>0.00%</del>
<del>L&amp;U Percentage (Note 11)</del>	<del>0.00%</del>	<del>0.00%</del>	<del>0.00%</del>
Medicine Bow Incremental			
Fuel Gas Percentage (Note 3) (Note 6)	0.17%	-0.08%	0.09%
L&U Percentage (Note 3) (Note 6)	0.00%	0.00%	0.00%
	-----	-----	-----
Total FL&U Percentage	0.17%	-0.08%	0.09%
L&U Percentage (Note 11)	0.00%	0.00%	0.00%

	Bakken Leased Capacity Incremental			
	Fuel Gas Percentage (Note 7)	n/a	n/a	2.00%
	L&U Percentage (Note 7)	n/a	n/a	0.00%
				-----
	Total FL&U Percentage	n/a	n/a	2.00%
	L&U Percentage	n/a	n/a	0.00%

Piceance Basin Incremental  
 FL&U Percentages detailed below (Note 3)(Note 9)(Note 12):

Piceance Lateral

Fuel Gas Percentage To Transporter's Mainline System	0.37%	0.09%	0.46%
L&U Percentage To Transporter's Mainline System	0.00%	0.00%	0.00%
	-----	-----	-----
Total FL&U Percentage	0.37%	0.09%	0.46%
L&U Percentage (Note 11)	0.00%	0.00%	0.00%
Fuel Gas Percentage To Other Pipelines	0.37%	0.09%	0.46%
L&U Percentage To Other Pipelines	0.00%	0.00%	0.00%
	-----	-----	-----
Total FL&U Percentage	0.37%	0.09%	0.46%
L&U Percentage (Note 11)	0.00%	0.00%	0.00%

Kanda Lateral Incremental  
 FL&U Percentages detailed below (Note 3) (Note 9) (Note 13):

Fuel Gas Percentage To Transporter's Mainline System	0.00%	0.00%	0.00%
L&U Percentage To Transporter's Mainline System	0.00%	0.00%	0.00%
	-----	-----	-----
Total FL&U Percentage	0.00%	0.00%	0.00%
L&U Percentage (Note 11)	0.00%	0.00%	0.00%
Fuel Gas Percentage To Other Pipelines	0.00%	0.00%	0.00%
L&U Percentage To Other Pipelines	0.00%	0.00%	0.00%
	-----	-----	-----
Total FL&U Percentage	0.00%	0.00%	0.00%
L&U Percentage (Note 11)	0.00%	0.00%	0.00%



STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS

FOOTNOTES

- (1) The transportation rate shall be adjusted to include the FERC Annual Charge Adjustment (ACA).
- (2) For Capacity Release transactions only, Transporter has adopted the following NAESB standards. On the bidding formats, the number of decimal places for offers, bids and awards shall be equal to the number of decimal places in Transporter's stated rates (NAESB Standard 5.3.21). Converting a Daily rate to a Monthly rate is accomplished by multiplying the Daily rate times the number of Days in the rate period, dividing the result by the number of Months in the rate period and taking the remainder out to 5 decimal places, and rounding up or down to the Transporter's specified decimal place. Converting a Monthly rate to a Daily rate is accomplished by multiplying the Monthly rate by the number of Months in the rate period; dividing the result by the number of Days in the rate period, taking the remainder out to 5 decimal places, and rounding up or down to the Transporter's specified decimal place (NAESB Standard 5.3.22). Furthermore, for capacity release purposes, all Tariff rates shall be adjusted to reflect a standard calculation of Daily and Monthly rates, in conformance with NAESB Standard 5.3.23.
- (3) The "FL&U" percentage(s) shall be adjusted quarterly. Such adjustment(s) shall not subject Transporter to any obligation to justify its other costs or revenues or throughput. Transporter shall be allowed to adjust the percentage(s) independent of and without regard to other rates. As applicable to the use of off-system capacity, Transporter will assess L&U or FL&U Third Party Charges pursuant to General Terms and Conditions Section 4.5(b); in the absence of any provision in the FTSA to the contrary, any Shipper utilizing off-system capacity will be responsible for all costs, charges, and surcharges (including but not limited to L&U and when assessed, fuel) imposed by the off-system capacity provider. To the extent off-system capacity is used in conjunction with Transporter's mainline and/or incremental rate lateral facilities' capacity, Transporter will also assess the applicable mainline and/or incremental rate lateral L&U or FL&U charges. To the extent off-system capacity is not used in conjunction with Transporter's mainline and/or incremental rate lateral facilities' capacity, Transporter will only assess the off-system L&U or FL&U charges.
- (4) ~~Reserved All Shippers transporting from the Powder River Lateral shall be subject to the Powder River Incremental FL&U Percentage, but not subject to the FL&U Percentage.~~
- (5) Reserved
- (6) All Shippers transporting from the Medicine Bow Lateral to Cheyenne shall be subject to the Medicine Bow Incremental FL&U Percentages, but shall not be subject to the mainline FL&U Percentages.

- (7) All Shippers utilizing Bakken Leased Capacity shall be subject to the Bakken Leased Capacity Incremental Fuel and Lost and Unaccounted for “Bakken Leased Capacity FL&U Percentages”. The Bakken Leased Capacity FL&U Percentages shall be adjusted at least quarterly, based on information provided by Bighorn Gas Gathering, L.L.C. and/or Fort Union Gas Gathering, L.L.C. Such Bakken Leased Capacity FL&U will be passed through in-kind to Shipper(s) and is not subject to the provisions of General Terms and Conditions Section 13. Shippers utilizing the Bakken Leased Capacity on a firm secondary basis shall be assessed all applicable incremental FL&U charges. To the extent Bakken Leased Capacity is used in conjunction with Transporter's mainline and/or other incremental rate lateral facilities' capacity, Transporter will also assess the applicable mainline and/or incremental rate lateral charges.
- (8) Any Bakken Leased Capacity which is not used by Shipper(s) shall be offered to other Shippers on a secondary and interruptible basis, pursuant to Transporter's FERC Gas Tariff (“Tariff”) and subject to Transporter's currently effective rates as such Tariff and rates may change from time to time.
- (9) All Shippers transporting from the Piceance Basin Lateral or Kanda Lateral to such lateral or a receipt or delivery point on Transporter's mainline shall be subject to individual Incremental FL&U Percentages To Transporter's Mainline System. However, all Shippers transporting from the Piceance Basin Lateral or Kanda Lateral to a pipeline other than Transporter's mainline shall be subject to individual Incremental FL&U Percentages To Other Pipelines. The Piceance Basin Incremental Fuel Gas percentage, Piceance Lateral L&U percentages and Kanda Lateral Incremental FL&U percentages shall be calculated in accordance with the approved methodology set forth in Section 13 contained in the General Terms and Conditions of this Tariff.
- (10) The actual Kanda Lateral interruptible revenues that are in excess of costs during a calendar year shall be credited to all Kanda Lateral firm and interruptible Shippers pro rata based on the total revenues received from each such Kanda Lateral Shipper during the calendar year in relation to the total revenues received from all such Shippers as a group. Following each calendar year, Transporter shall apply such allocated amounts as an invoice credit on Shipper's invoice for the service provided during March of any year. If a credit amount cannot be applied, a cash payment shall be made to Shipper.
- (11) Pursuant to Section 13.6 of the GT&C, specified Shippers shall only be assessed an L&U charge and not a Fuel Gas charge.
- (12) New firm service, secondary, and interruptible transport on the Piceance Basin Lateral will be assessed the Piceance Basin Incremental Fuel Gas percentage and the Piceance Lateral L&U percentage.

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE

1. Availability

- 1.1 This Rate Schedule is available, on the basis described in Section 4 of the General Terms and Conditions of this Tariff and subject to all of the other terms of this Tariff for Transportation Service by Wyoming Interstate Company, L.L.C. (hereinafter called Transporter), for any person (hereinafter called Shipper) when Shipper desires firm Transportation Service and:
- (a) Transporter has determined that other than such new taps, valves, measurement equipment, and other minor facilities which may be required at the Point(s) of Receipt or Point(s) of Delivery to effect receipt or Delivery of the Gas it has available or will secure sufficient uncommitted capacity to provide the service requested by Shipper as well as all of its other firm service commitments;
  - (b) Shipper makes a valid request pursuant to Section 4 of the General Terms and Conditions of this Tariff;
  - (c) Shipper executes a Firm Transportation Service Agreement ("Agreement") pursuant to the terms of this Rate Schedule in the form attached hereto; and
  - (d) Shipper has met the creditworthiness requirements and other service requirements specified in Section 4 of the General Terms and Conditions.
- 1.2 When new and/or expanded facilities at Points of Receipt or Points of Delivery, such as new taps, valves, measurement equipment, and other minor facilities, are required to accommodate receipt and/or Delivery of Gas under this Rate Schedule FT and will not impair service to any existing Shipper or threaten the integrity of Transporter's System, Transporter will construct such facilities. Transporter shall require Shipper to pay all construction costs pursuant to Section 3.11 of this Rate Schedule, including any filing fees, notifications, and a reimbursement amount to compensate for federal and state income tax effects associated with such facilities.
- 1.3 Any Contribution in Aid of Construction (CIAC) pursuant to this Section 1 shall be increased by an amount (Tax Reimbursement) to compensate for the federal and state income tax effects thereof, according to the following formula:
- $$\text{Tax Reimbursement} = [\text{Tax Rate} \times (\text{CIAC} - \text{Present Value of Tax Depreciation})] \times [1 + \{\text{Tax Rate}/(1 - \text{Tax Rate})\}]$$
- 1.4 Any construction of additional facilities to provide service for a Shipper will be subject to any applicable laws and appropriate regulations.

## 2. Applicability and Character of Service

- 2.1 Transportation Service, up to Shipper's Maximum Delivery Quantity shall be considered firm, and not subject to interruption by Transporter except as provided in the General Terms and Conditions of this Tariff.
- 2.2 Upon mutual agreement of Shipper and Transporter, the Agreement may be amended to add or delete Points of Receipt and/or Delivery.
- 2.3 Transporter shall not be required to provide Transportation Service if the quantities Tendered are so small as to cause operational difficulties, such as measurement. Transporter shall promptly notify Shipper if such operating conditions exist.
- 2.4 Service Options. Shippers may contract for firm transportation service as set forth in this Section 2.4. Unless otherwise agreed, Shipper's MDQ as defined in Section 1 of the General Terms and Conditions shall remain the same throughout each season, each season within an annual contract or for the annual period. Shipper's Primary Point of Receipt Quantity and Primary Point of Delivery Quantity and any differing levels in such quantities, as well as the period of such differing levels, shall be specified in the executed transportation service agreement.
  - (a) Firm transportation service available for the five consecutive Months during the November through March winter period ("Winter Contract"). A Winter Contract may be for a term of multiple years.
  - (b) Firm transportation service available for the seven consecutive Months during the April through October summer period ("Summer Contract"). A Summer Contract may be for a term of multiple years.
  - (c) Firm transportation service available for twelve consecutive Months or more ("Annual Contract").
  - (d) Shippers may contract for firm transportation service separately with a Summer or Winter Contract, or jointly to create an Annual Contract.

## 3. Transportation Service Charges

- 3.1 Applicable Rates: The applicable minimum and maximum rates for service hereunder are set forth on the Statement of Rates, as adjusted from time to time.
- 3.2 Reservation Charge: Each Month Shipper shall be charged a Reservation Charge determined by multiplying the Reservation Rate set forth in the Agreement by Shipper's Maximum Delivery Quantity. Shipper shall begin paying the Reservation Charge on the effective date provided in the Agreement.

- 3.3 ~~Reserved Powder River Incremental Reservation Charge—Shipper shall be subject to the Powder River Incremental Reservation Charge for any entitlement from a Point of Receipt or to a Point of Delivery on the Powder River Lateral. This charge shall be a monthly reservation charge equal to the product of (1) Shipper's currently effective Maximum Receipt Quantity from Point(s) of Receipt or Maximum Delivery Quantity to Point(s) of Delivery on the Powder River Lateral and (2) Transporters currently effective Powder River Incremental Reservation Rate. In the event on any Day Transporter has scheduled and confirmed from/to Secondary or Segmented Point(s) on the Powder River Lateral for Shipper not having a Primary Point on the Powder River Lateral, such quantities shall be subject to Transporter's daily Powder River Incremental Reservation Rate to be calculated in the same manner as defined in Note 2 contained on the Statement of Rates. In addition to the Powder River Incremental Reservation Charge, Shipper shall also pay Transporter's applicable mainline Reservation Rate when Shipper uses Transporter's mainline system. Shipper shall only be subject to the Powder River Incremental Reservation Rate for any entitlement where both the Point of Receipt and Point of Delivery are on the Powder River Lateral.~~
- 3.4 Medicine Bow Incremental Reservation Charge - Shipper shall be subject to the Medicine Bow Incremental Reservation Charge for any entitlement from a Point of Receipt or to a Point of Delivery on the Medicine Bow Lateral. This charge shall be a monthly reservation charge equal to the product of (1) Shipper's currently effective Maximum Receipt Quantity from Point(s) of Receipt or Maximum Delivery Quantity to Point(s) of Delivery on the Medicine Bow Lateral, and (2) Transporter's currently effective Medicine Bow Incremental Reservation Rate. In the event on any Day Transporter schedules from/to Secondary or Segmented Point(s) on the Medicine Bow Lateral for Shipper such quantities shall be subject to Transporter's daily Medicine Bow Incremental Reservation Rate to be calculated in the same manner as defined in Note 2 on the Statement of Rates. In addition to the Medicine Bow Lateral Incremental Reservation Charge, Shipper shall also pay Transporter's applicable mainline Reservation Rate when Shipper uses Transporter's mainline system. Shipper shall only be subject to the Medicine Bow Incremental Reservation Charge for any entitlement where both the Point of Receipt and Point of Delivery are on the Medicine Bow Lateral.
- 3.5 Bakken Leased Capacity Incremental Reservation Charge - Shipper shall be subject to the Bakken Leased Capacity Incremental Reservation Charge for any entitlement from the Bighorn Point of Receipt to the Point of Delivery located at the interconnection of the Fort Union Gas Gathering, L.L.C. with Transporter's Medicine Bow Lateral. This charge shall be a monthly reservation charge equal to the product of (1) Shipper's currently effective Maximum Receipt Quantity from Point(s) of Receipt or Maximum Delivery Quantity to Point(s) of Delivery utilizing the Bakken Leased Capacity, and (2) Transporter's currently Bakken Leased Capacity Incremental Reservation Rate. In the event on any Day Transporter schedules from/to Secondary Point(s) utilizing Bakken Lateral Capacity such quantities shall be subject to Transporter's daily Bakken Leased Capacity Incremental Reservation Rate to be calculated in the same manner as defined in Note 2 on the Statement

of Rates. In addition to the Bakken Leased Capacity Incremental Reservation Charge, Shipper shall also pay Transporter's applicable Medicine Bow Incremental Reservation Rate when Shipper uses Transporter's Medicine Bow Lateral. To the extent Bakken Leased Capacity is used in conjunction with Transporter's mainline and/or other incremental rate lateral facilities' capacity, Transporter will also assess the applicable mainline and/or incremental rate lateral charges.

- 3.6 Piceance Basin Incremental Reservation Charge - Shipper shall be subject to the Piceance Basin Incremental Reservation Charge for any entitlement from a Point of Receipt or to a Point of Delivery on the Piceance Basin Lateral. This charge shall be a monthly reservation charge equal to the product of (1) Shipper's currently effective Maximum Receipt Quantity from Point(s) of Receipt or Maximum Delivery Quantity to Point(s) of Delivery on the Piceance Basin Lateral and (2) Transporter's currently effective Piceance Basin Incremental Reservation Rate. In the event on any Day Transporter schedules from/to Secondary or Segmented Point(s) on the Piceance Basin Lateral for Shipper not having a Primary Point on the Piceance Basin Lateral, such quantities shall be subject to Transporter's Piceance Basin Incremental Reservation Rate. In addition to the Piceance Basin Incremental Reservation Charge, Shipper shall also pay Transporter's applicable mainline Reservation Rate when Shipper uses Transporter's mainline system. Shipper shall only be subject to the Piceance Basin Incremental Reservation Charge for any entitlement where both the Point of Receipt and Point of Delivery are on the Piceance Basin Lateral.
- 3.7 Kanda Lateral Incremental Reservation Charge - Shipper shall be subject to the Kanda Lateral Incremental Reservation Charge for any entitlement from a Point of Receipt or to a Point of Delivery on the Kanda Lateral. This charge shall be a monthly reservation charge equal to the product of (1) Shipper's currently effective Maximum Receipt Quantity from Point(s) of Receipt or Maximum Delivery Quantity to Point(s) of Delivery on the Kanda Lateral and (2) Transporter's currently effective Kanda Lateral Incremental Reservation Rate. In the event on any Day Transporter schedules from/to Secondary or Segmented Point(s) on the Kanda Lateral for Shipper not having a Primary Point on the Kanda Lateral, such quantities shall be subject to Transporter's Kanda Lateral Incremental Reservation Rate. In addition to the Kanda Lateral Incremental Reservation Charge, Shipper shall also pay Transporter's applicable mainline Reservation Rate when Shipper uses Transporter's mainline system. Shipper shall only be subject to the Kanda Lateral Incremental Reservation Charge for any entitlement where both the Point of Receipt and Point of Delivery are on the Kanda Lateral.
- 3.8 Commodity Charge: Shipper shall be charged an amount obtained by multiplying the Commodity Rate set forth in the Agreement, including, as applicable, the incremental lateral commodity rate, by the quantity of Gas in Dth's Delivered (exclusive of any Overrun Gas) each Month by Transporter to Shipper at the Point(s) of Delivery.

- 3.9 FL&U: Shipper shall provide FL&U in kind as described in Section 13.4 ("FL&U Adjustment") of the General Terms and Conditions. The FL&U Percentages shall be applied to the quantities received from Shipper for Transportation Service to determine Shipper's FL&U.

Shippers utilizing Bakken Leased Capacity shall provide FL&U in kind pursuant to the reimbursement percentages posted on Transporter's EBB for the applicable month. These percentages shall be applied to the quantities received from Shipper for Transportation Service to determine Shipper's FL&U. Such quantities shall be passed through to the Shipper and are not subject to the provisions of General Terms and Conditions Section 13.

- 3.10 Venting of Gas: Shipper shall be responsible for Unauthorized Overrun Gas Tendered by it to Transporter which is vented pursuant to Section 3.3 of the General Terms and Conditions hereof.
- 3.11 Incremental Facility Charge: When the construction of new minor facilities is required in order to provide service to Shipper, Shipper will pay Transporter for such facilities. The Parties shall agree as to whether Shipper shall (1) make a one-time 100 percent reimbursement for the cost of facilities or (2) pay the cost of facilities over a period of time agreed to by Shipper and Transporter. The facility charge will include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties, if the Shipper elects to reimburse Transporter for the facilities over a period of time.
- 3.12 Adjustment of Rates: Subject to the terms of the Agreement, Transporter reserves the right to prescribe and/or adjust at any time any of the rates applicable to service under any individual Agreement without adjusting any other rates for service under other Agreements. Downward adjustment to any rate shall be for a specific term. Unless otherwise agreed, at the expiration of the term specified in Exhibit B to the Agreement, the rate for Transportation Service shall revert to the maximum rate under this Rate Schedule.
- 3.13 Imbalance Management: Shipper shall be subject to the imbalance management provisions set forth in Section 10 of the General Terms and Conditions.
- 3.14 Third Party Charges: Shipper may, on a non-discriminatory basis, be required to pay to Transporter, if applicable, any Third Party Charges in accordance with Section 4.5 of the General Terms and Conditions. In no event shall such Third Party Charges paid by Shipper exceed the amount incurred and paid by Transporter for the applicable off-system capacity.
- 3.15 Other Charges: Shipper shall pay to Transporter, when incurred by Transporter, all charges related to service provided under this Rate Schedule, including any costs incurred by Transporter on behalf of Shipper.

4. Overrun Transportation

Upon request of Shipper and at Transporter's option, Shipper may Tender and Transporter may accept for transportation, on any Day, quantities of Gas in excess of Shipper's Maximum Delivery Quantity ("Overrun Gas"). All quantities transported as Overrun Gas shall be transported on an interruptible basis. Unless otherwise agreed, Shipper shall pay an amount obtained by multiplying the quantity of such Overrun Gas during the Month by the Maximum Overrun Rate, and when applicable the Maximum Incremental Overrun Rate, as set forth in the Statement of Rates.

5. General Terms and Conditions

The General Terms and Conditions contained in this Tariff, except as modified in the Agreement to accommodate specific operational requirements, are applicable to this Rate Schedule and are hereby made a part hereof.



RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE

1. Availability

- 1.1 This Rate Schedule is available on the basis described in Section 4 of the General Terms and Conditions of this Tariff and subject to all of the other terms of this Tariff for Transportation Service by Wyoming Interstate Company, L.L.C. (hereinafter called Transporter), for any person (hereinafter called Shipper) when Shipper desires interruptible Transportation Service, and:
- (a) Transporter can render such service with its existing transmission system without need for construction of any additional pipeline facilities other than such new taps, valves, measurement equipment and other facilities which may be required at the Point(s) of Receipt or Point(s) of Delivery to effect receipt or delivery of the Gas;
  - (b) Shipper makes a valid request pursuant to Section 4 of the General Terms and Conditions of this Tariff;
  - (c) Shipper executes an interruptible transportation service agreement ("Agreement") pursuant to the terms of this Rate Schedule in the form attached hereto; and
  - (d) Shipper has met the creditworthiness requirements and other service requirements specified in Section 4 of the General Terms and Conditions.
- 1.2 When new and/or expanded facilities at Points of Delivery or Receipt, such as new taps, valves, measurement equipment, and other minor facilities, are required to accommodate receipt and/or Delivery of Gas under this Rate Schedule IT and will not impair service to any existing Shipper or threaten the integrity of Transporter's system, Transporter will construct such facilities. Transporter shall require Shipper to pay all construction costs pursuant to Section 3.5 of this Rate Schedule, including any filing fees, notifications, and a reimbursement amount to compensate for tax effects associated with such facilities.
- 1.3 Any Contribution in Aid of Construction (CIAC) pursuant to this Section 1 shall be increased by an amount (Tax Reimbursement) to compensate for the federal and state income tax effects thereof, according to the following formula:
- $$\text{Tax Reimbursement} = [\text{Tax Rate} \times (\text{CIAC} - \text{Present Value of Tax Depreciation})] \times [1 + \{\text{Tax Rate}/(1 - \text{Tax Rate})\}]$$
- 1.4 Any construction of additional facilities to provide service for a Shipper will be subject to any applicable laws and appropriate regulations.

2. Applicability and Character of Service

- 2.1 Incorporation by Reference: The Agreement in all respects shall be subject to the provisions of this Rate Schedule and the General Terms and Conditions of this Tariff as filed with and accepted by the FERC from time to time.
- 2.2 Transportation Service hereunder is interruptible, and subject to interruption by Transporter at any time. Transportation Service under this Rate Schedule will be performed when Transporter has capacity available to provide such service without detriment or disadvantage to Transporter's firm Shippers. Service interruption for interruptible Shippers will be determined in accordance with the provisions of Section 6 of the General Terms and Conditions.
- 2.3 Receipt: Subject to the General Terms and Conditions of this Tariff, Shipper agrees to Tender and Transporter agrees to accept Receipt Quantities at the Point(s) of Receipt nominated by Shipper pursuant to Section 6 of the General Terms and Conditions.
- 2.4 Delivery: Subject to the General Terms and Conditions of this Tariff, Transporter agrees to transport and Tender Delivery Quantities to Shipper or for Shipper's account at Point(s) of Delivery nominated by Shipper pursuant to Section 6 of the General Terms and Conditions.
- 2.5 Rates of Flow: At each Point of Receipt and Point of Delivery, each Party shall use reasonable efforts to Tender, or cause to be Tendered, Gas at reasonably uniform hourly and daily rates of flow.
- 2.6 Transporter shall not be required to provide Transportation Service if the quantities Tendered are so small as to cause operational difficulties, such as measurement. Transporter shall promptly notify Shipper if such operating conditions exist.

3. Transportation Service Charges

- 3.1 Applicable Rates: The applicable rates for service hereunder shall, subject to the other provisions hereof, be the rates agreed to by Transporter and Shipper as set forth in Exhibit A to the Agreement provided that such rates shall be not less than the minimum nor more than the maximum rates for service pursuant to this Rate Schedule, as set forth in Transporter's FERC Gas Tariff, Third Revised Volume No. 2, or any effective superseding Rate Schedule on file with the FERC.

- 3.2 Commodity Charge: Shipper shall be charged an amount obtained by multiplying the commodity rate set forth in Exhibit A, including as applicable the incremental lateral commodity rate, to the Agreement by the quantity of Gas in Dth Delivered each Month by Transporter to Shipper at the Point(s) of Delivery. The commodity rate set forth in the Agreement shall not be greater than the maximum rate set forth on the Statement of Rates nor less than the minimum rate set forth on the Statement of Rates. As provided in the General Terms and Conditions the maximum commodity rate shall be subject to adjustment monthly to reflect changes in Transporter's interest expense.
- 3.3 ~~Reserved Powder River Interruptible Incremental Rate: Shipper shall be subject to the Powder River interruptible incremental rate for quantities scheduled and confirmed at Point(s) of Receipt and/or Delivery on the Powder River Lateral. Shipper shall be charged an amount obtained by multiplying the Powder River interruptible incremental rate set forth in Exhibit A to the Agreement by the quantity of Gas in Dth received or Delivered on the Powder River Lateral each Month. In addition to the Powder River interruptible incremental rate, Shipper shall also pay Transporter's applicable mainline interruptible commodity rate when Shipper uses Transporter's mainline system.~~
- 3.4 Medicine Bow Interruptible Incremental Rate: Shipper shall be subject to the Medicine Bow interruptible incremental rate for quantities scheduled and confirmed at Point(s) of Receipt and/or Delivery on the Medicine Bow Lateral. Shipper shall be charged an amount obtained by multiplying the Medicine Bow interruptible incremental rate set forth in Exhibit A to the Agreement by the quantity of Gas in Dth received or Delivered on the Medicine Bow Lateral each Month. In addition to the Medicine Bow interruptible incremental rate, Shipper shall also pay Transporter's applicable mainline interruptible commodity rate when Shipper uses Transporter's mainline system.
- 3.5 Bakken Leased Capacity Interruptible Incremental Rate: Shipper shall be subject to the Bakken Leased Capacity interruptible incremental rate for quantities scheduled and confirmed at Point(s) of Receipt and/or Delivery utilizing Bakken Leased Capacity. Shipper shall be charged an amount obtained by multiplying the Bakken Leased Capacity interruptible incremental rate set forth in Exhibit A to the Agreement by the quantity of Gas in Dth received or Delivered on the Bakken Leased Capacity each Month. In addition to the Bakken Leased Capacity interruptible incremental rate, Shipper shall also pay any other applicable incremental or mainline commodity rate when Shipper utilizes Transporter's mainline or other incremental facilities.
- 3.6 Piceance Basin Interruptible Incremental Rate: Shipper shall be subject to the Piceance Basin interruptible incremental rate for quantities scheduled and confirmed at Point(s) of Receipt and/or Delivery on the Piceance Lateral. Shipper shall be charged an amount obtained by multiplying the Piceance Basin interruptible incremental rate set forth in Exhibit A to the Agreement by the quantity of Gas in Dth received or Delivered on the Piceance Lateral each Month. In addition to the Piceance Basin interruptible incremental

rate, Shipper shall also pay Transporter's applicable mainline interruptible commodity rate when Shipper uses Transporter's mainline system.

- 3.7 Kanda Lateral Interruptible Incremental Rate: Shipper shall be subject to the Kanda Lateral interruptible incremental rate for quantities scheduled and confirmed at Point(s) of Receipt and/or Delivery on the Kanda Lateral. Shipper shall be charged an amount obtained by multiplying the Kanda Lateral interruptible incremental rate set forth in Exhibit A to the Agreement by the quantity of Gas in Dth received or Delivered on the Kanda Lateral each Month. In addition to the Kanda Lateral interruptible incremental rate, Shipper shall also pay Transporter's applicable mainline interruptible commodity rate when Shipper uses Transporter's mainline system.
- 3.8 FL&U: Shipper shall provide the FL&U in kind as described in Section 13.4 ("FL&U Adjustment") of the General Terms and Conditions. The quantities retained for FL&U shall be computed by multiplying the percentages by the applicable Receipt Quantities from Shipper for Transportation Service.
- Shippers utilizing Bakken Leased Capacity shall provide FL&U in kind pursuant to the reimbursement percentages posted on Transporter's EBB for the applicable month. These percentages shall be applied to the quantities received from Shipper for Transportation Service to determine Shipper's FL&U. Such quantities shall be passed through to the Shipper and are not subject to the provisions of General Terms and Conditions Section 13.
- 3.9 Venting of Gas: Shipper shall be responsible for Unauthorized Overrun Gas Tendered to Transporter which is vented pursuant to Section 3.3 of the General Terms and Conditions hereof.
- 3.10 Incremental Facilities and Charges: When the construction of new minor facilities is required in order to provide service to Shipper, Shipper will pay Transporter for such facilities. The Parties shall agree as to whether Shipper shall (1) make a one-time 100 percent reimbursement for the cost of facilities or (2) pay the cost of facilities over a period of time agreed to by Shipper and Transporter. The facility charge will include the cost of the facilities, plus related taxes, plus interest as agreed to by the Parties, if the Shipper elects to reimburse Transporter for the facilities over a period of time.
- 3.11 Adjustment of Rates: Subject to the terms of the Agreement, Transporter reserves the right to prescribe and/or adjust at any time any of the rates applicable to service under any individual Agreement without adjusting any other rates for service under other Agreements. Downward adjustment to any rate shall be for a specific term. Unless otherwise agreed, at the expiration of the term specified in Exhibit A to the Agreement, the rate for Transportation Service shall revert to the maximum rate under this Rate Schedule.
- 3.12 Imbalance Management: Shipper shall be subject to the imbalance management provisions set forth in Section 10 of the General Terms and Conditions.

- 3.13 Third Party Charges: Shipper may, on a non-discriminatory basis, be required to pay to Transporter, if applicable, any Third Party Charges in accordance with Section 4.5 of the General Terms and Conditions. In no event shall such Third Party Charges paid by Shipper exceed the amount incurred and paid by Transporter for the applicable off-system capacity.
- 3.14 Other Charges: Shipper shall pay to Transporter when incurred by Transporter all charges related to service provided under this Rate Schedule, including any costs incurred by Transporter on behalf of Shipper.

#### 4. Term

- 4.1 Termination Date: The Agreement shall continue in effect for the term described in Section 3 of the Agreement or the date which Transporter receives authority to, or is required to, abandon service rendered pursuant to its "blanket" transportation certificate of public convenience and necessity issued in FERC Docket No. CP90-706.

Transporter may terminate the Agreement with respect to service under Section 311 of the NGPA if it also terminates like service for others on a nondiscriminatory basis which is consistent with applicable regulatory law and regulations and secures any necessary regulatory approval(s).

#### 5. General Terms and Conditions

The General Terms and Conditions contained in this Tariff, except as modified in the Agreement to accommodate specific operational requirements, are applicable to this Rate Schedule and are hereby made a part hereof.

## 1. DEFINITIONS

- 1.1 "Begin Date" shall mean the Day specified by a Shipper on which a Gas transaction is to begin. Most Gas transactions are to be effective for a full Gas Day. However, Shippers may indicate a requested beginning time when submitting Intraday Nominations.
- 1.2 "Bidding Shipper(s)" is any Shipper who is prequalified pursuant to Section 9 of the General Terms and Conditions to bid for capacity or who is a party to a prearranged release.
- 1.3 "Btu" shall mean 1 British thermal unit, which is the amount of heat required to raise the temperature of 1 pound of water 1 degree from 59 degrees to 60 degrees Fahrenheit. The reporting basis for Btu is 14.73 p.s.i.a. and 60 degrees F (101.325 kPa and 15 degrees C, and dry). Standardize the reporting basis for gigacalorie as 1.035646 Kg/cm<sup>2</sup> and 15.6 degrees C and dry. "MMBtu" shall mean 1 million Btu. One "Dth" (Dekatherm) is equivalent to one MMBtu. Thermal Conversion factors shall be stated using not less than three decimal places. However, for calculation purposes, not less than 6 decimal places should be used.
- 1.3A "Bakken Leased Capacity" shall mean that portion of Transporter's transmission system beginning at Transporter's Bighorn Point of Receipt located in Sheridan County, Wyoming and extending southward to the interconnection of Fort Union Gathering, L.L.C. with Transporter's Medicine Bow Lateral at the Fort Union Gas Gathering, L.L.C. Point of Delivery located in Converse County, Wyoming.
- 1.4 "Bumping" or "Bump" shall mean:
- (a) The reduction of a previously Scheduled and Confirmed Interruptible Transportation Quantity to permit Transporter to schedule and confirm a firm Transportation Nomination which has a higher priority and which was submitted as an Intraday Nomination.
  - (b) In the event that a discount is granted that affects previously scheduled quantities, "Bumping" or "Bump" shall also mean the reduction of a Firm Transportation Quantity previously scheduled and confirmed to permit Transporter to schedule and confirm a firm Transportation Intraday Nomination which has a higher priority.
  - (c) In the event of an intraday recall of released capacity, "Bumping" or "Bump" shall also mean the reduction of the Replacement Shipper's previously Scheduled and Confirmed Firm Transportation Quantity.

Bumping that affects transactions on multiple Transportation Service Providers' systems should occur at grid-wide synchronization times only (NAESB WGQ Standard No. 1.3.39). Pursuant to NAESB Standard 1.2.12, absent an agreement to the contrary between Transporter, Shipper and any affected interconnect Party, a Bump shall not result in a Scheduled Quantity that is less than the applicable elapsed pro rated flow quantity.

- 1.5 "Business Day" shall mean Monday, Tuesday, Wednesday, Thursday, and Friday, excluding Federal Bank Holidays.
- 1.5A "Carbon Dioxide Monitoring Location" or "CDM Location" shall mean a location on Transporter's system where Transporter monitors carbon dioxide content in the gas stream and is identified as a CDM Location on Transporter's interactive website, along with associated carbon associated carbon dioxide information. CDM Locations will be sited, as determined by Transporter in its reasonable operating judgment, at various locations on Transporter's system to allow Transporter to monitor and meet its carbon dioxide Tariff specification on its laterals and mainlines.
- 1.6 "Cash Out Index Price" shall mean the price calculated as the average of the daily average index prices for CIG as published on the Natural Gas Intelligence ("NGI") Daily Gas Price Index. Should the NGI Daily Gas Price Index become unavailable, Transporter shall base the Cash Out Index Price on information posted in a similar publication. The Cash Out Index Price shall be calculated and posted on Transporter's electronic bulletin board no later than 5:00 p.m. CCT on the fifth Business Day of the Month following the production month.
- 1.7 "Central Clock Time" or "CCT" shall mean Central Standard Time (CST) except for that period when daylight savings is in effect. During this period, CCT shall mean Central Daylight Time (CDT). Unless otherwise stated, all times in this Tariff are Central Clock Time (CCT).
- 1.8 "Confirmation" shall mean the verification of the Confirmed Quantity by the Confirming Parties. A Confirmation Response is a report provided via EDM which conforms to the requirements of the Data Dictionary standards as set forth in NAESB Standard 1.4.4. The Explicit Confirmation process requires that the Confirming Party respond to a Request for Confirmation or initiate an unsolicited Confirmation Response. Absent mutual agreement to the contrary, Explicit Confirmation is the default methodology. (NAESB WGQ Standard No. 1.3.40)
- (a) A "Confirmation Requester" is a Service Provider (including a Point Operator or an Interconnecting Party) which is seeking to confirm a quantity of Gas via the information outlined in NAESB WGQ Standard No. 1.4.3 with another Service Provider (the Confirming Party) with respect to a Nomination at a location. (NAESB WGQ Standard No. 1.2.8)
- (b) A "Confirming Party" is a Service Provider (including a Point Operator an Interconnecting Party) which provides a Confirmation for a quantity of Gas via the information outlined in NAESB WGQ Standard No. 1.4.4 to another Service Provider (the Confirmation Requester) with respect to a Nomination at a location. (NAESB Standard 1.2.9)
- (c) The term "Confirming Parties" refers to the Confirmation Requester and the Confirming Party. (NAESB Standard 1.2.10)

1.8 "Confirmation" (continued)

(d) "Confirmation by Exception" ("CBE") means that the Confirming Parties agree that one party deems that all requests at a location are Confirmed by the other party (the CBE Party) without response communication from that party. The CBE party can take exception to the request by so informing the other party within a mutually agreed upon time frame. (NAESB Standard 1.2.11)

1.9 "Confirmed Quantity" shall mean the final result of the confirmation process and is the quantity of gas stated in MMBtu or Dth which has been determined as authorized to flow on a specified Gas Day at a specified Point of Receipt or Delivery on behalf of a Shipper or Shippers. Transporter's Scheduled Quantity reports provided via EDM shall conform to the requirements of the Data Dictionary standards as set forth in NAESB Standards 1.4.5 and shall reflect Confirmed Quantities.

1.10 "Critical Notices" are defined, in conformance with NAESB Definition 5.2.1, as those notices which pertain to information of conditions on Transporter's system that affect scheduling or adversely affect scheduled gas flow.

1.11 "Cubic Foot" shall mean the volume of gas which would occupy a space of 1 cubic foot at a temperature of 60 degrees Fahrenheit and at a pressure of 14.73 pounds per square inch absolute (p.s.i.a.). "Mcf" shall mean 1,000 cubic feet. "MMcf" shall mean 1,000,000 cubic feet. Pressure Base conversion factors should be reported to not less than 6 decimal places. However, the reporting basis for Gas transactions is thermal. See definition of Dekatherm.

1.12 "Daily Nomination" or "Timely Nomination" shall mean a Nomination submitted by a Nominating Party in conformance with the Timely Nomination Schedule set forth in Section 6 of these General Terms and Conditions, one calendar day prior to the Begin Date of a Gas transaction.

1.13 Reserved

1.14 "Day" or "Gas Day" shall mean a period beginning at 9:00 a.m. Central Clock Time and ending at 9:00 a.m. Central Clock Time on the next calendar day.

1.15 "Dekatherm" or "Dth" shall mean the quantity of heat energy which is equivalent to 1,000,000 British Thermal Units (MMBtu). One Dekatherm of Gas shall mean the quantity of Gas which contains one Dekatherm of heat energy and will be reported on a dry MMBtu or Dth basis. Dth is the standard quantity unit for Nominations, Confirmations and Scheduled Quantities in the United States. The standard conversion factor between Dth and Canadian Gigajoules (Gj) is 1.055056 Gjs per Dth and between dekatherms and gigacalories (Mexico) is 0.251996 gigacalories per dekatherm. As used in this Tariff, related services agreements, statements and invoices, MMBtu and Dth are considered synonymous.



- 1.16 "Deliver" (or Delivers or Delivered) shall mean the Tender by Transporter to Shipper, or to a third party for Shipper's account, and the acceptance by Shipper or a third party for Shipper's account at the Point of Delivery under Shipper's agreement of quantities of Gas containing the same thermal content as the quantities received by Transporter for Transportation Service less the FL&U Adjustment.
- 1.17 "Delivery Quantities" (or Deliveries) shall mean the quantities of natural Gas Delivered at the Point of Delivery. The Delivery Quantities so determined shall be further adjusted, if appropriate, by any Gas vented as provided in Section 3.3 hereof during the same period of time.
- 1.18 "Downstream Party" shall mean the entity (name or identifying number) receiving Gas at a designated location as identified by a Shipper's Nomination.
- 1.18A "Echo Springs Lateral" shall mean that portion of Transporter's transmission system including all Point(s) of Receipt beginning at Transporter's interconnecting points located in Section 1, Township 19 North, Range 93 West, Carbon County, Wyoming and extending northeasterly terminating at Transporter's mainline in Section 17, Township 20 North, Range 92 West, Sweetwater County, Wyoming.
- 1.19 "Electronic Delivery Mechanism" or "EDM" shall mean the electronic communication methodology used to transmit and receive data related to Gas transactions. Transporter shall designate an electronic "site" at which Shippers and Transporter may exchange data electronically. All data provided at such site shall be considered as being delivered to the appropriate party.
- Transporter's use and implementation of EDM shall conform to all appropriate NAESB Standards.
- Furthermore, Transporter's implementation of EDM shall be specified in an Electronic Data Interchange Trading Partner Agreement, which shall substantially conform to the NAESB Model EDI Trading Partner Agreement.
- 1.20 "Electronic Transmission" or "Electronic Communication" shall mean the transmission of information via Transporter's electronic bulletin board, Transporter's standardized internet website, Electronic Data Interchange (EDI), including information exchanged via EDM. These terms exclude facsimile.
- 1.21 "End Date" shall mean the Day specified by a Shipper on which a Gas transaction is to end. Most Gas transactions are to be effective for a full Gas Day. However, Shipper may indicate a requested end time when submitting Intraday Nominations.

- 1.22 "Equivalent Quantities" shall mean the sum of the quantities of Gas measured in Dth received by Transporter for the account of Shipper at the Points of Receipt during any given period of time reduced by the FL&U Adjustment and any Gas vented as provided in Section 3.3 hereof during the same period of time. In determining Equivalent Quantities for Delivery, each Shipper shall provide the FL&U Adjustment based on the actual quantity of Gas Tendered by such Shipper to Transporter; provided, however, that each Shipper shall be responsible for Unauthorized Overrun Gas Tendered by it to Transporter which is vented under Section 3.3; provided further, that the FL&U Adjustment shall be modified periodically to reflect Transporter's actual operating experience as described in Section 1.27 ("FL&U Requirement"). Each Shipper's share of Transporter's total FL&U Requirement shall be calculated as a percentage of each Shipper's Gas at each Point of Receipt.
- 1.23 "FERC" shall mean the Federal Energy Regulatory Commission or any federal commission, agency, or other governmental body or bodies succeeding to, lawfully exercising, or superseding any powers which are exercisable by the Federal Energy Regulatory Commission.
- 1.24 "FL&U" shall mean Fuel Gas and Lost and Unaccounted-for Gas.
- 1.25 "FL&U Adjustment" shall mean the quantity of Gas to be retained by Transporter to replace its requirement for FL&U, and shall be reflected as a portion of all Receipt Quantities.
- 1.26 "FL&U Percentage", reported separately for Fuel Gas and L&U, shall refer to the percentages derived by dividing: (i) the sum of the Projected FL&U Requirement and the FL&U Requirement Adjustment (numerator); by (ii) the projected Receipt Quantities related to the anticipated Transportation Service for Shippers charged Fuel Gas and all Shippers charged L&U during the projected FL&U Requirement period (denominator).
- 1.27 "FL&U Requirement" shall mean the quantity of Gas expected to be required by Transporter during the effective period of FL&U Adjustment as determined by Transporter.
- 1.28 "Flow Path Secondary Capacity" shall mean the capacity status assigned to that portion of a Transportation transaction for which the Point of Receipt or the Point of Delivery lie outside the Primary Receipt-to-Delivery Flow Path when at least some part of such transaction passes through Shipper's Primary Receipt-to-Delivery Flow Path. Additionally, the Flow Path Secondary priority shall apply to any non-primary point that lies within Shipper's Primary Receipt-to-Delivery Flow Path, and such point shall be designated a Flow Path Secondary Point. Flow Path Secondary Capacity is limited by the capacity entitlement of the underlying transportation service agreement on the Primary Receipt-to-Delivery Flow Path Segment being used.
- 1.29 "Fuel Gas" shall mean the quantity of Gas which is required by Transporter for transportation related purposes to accomplish the Transportation Service for all Shippers.

- 1.30 "Gas" shall mean combustible hydrocarbon Gas.
- 1.31 "Gas Industry Standards Board" or "GISB" also known as "North American Energy Standards Board" or "NAESB" shall mean that accredited organization established to set standards for certain natural Gas industry business practices and procedures.
- 1.32 "GISB or NAESB or NAESB WGQ Standards" and "GISB or NAESB or NAESB WGQ Definitions" shall mean the standardized business practices, procedures, criteria, and definition of terms which have been adopted and published by the Wholesale Gas Quadrant of the North American Energy Standards Board and which have been adopted by reference by the FERC in compliance with 18 CFR, Section 284.12, as described in Section 22 of the General Terms and Conditions.
- 1.33 "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 Transporter for the actual water vapor content in the delivered Gas stream will be applied to the Btu calculations to correct for this water content.
- 1.34 "Interconnecting Party" shall mean the party or such party's designee that is responsible for operations of a natural Gas system which interconnects with Transporter's pipeline system and is responsible for verifying Nominations and scheduling Gas flow at such point of interconnections. An Interconnecting Party is also a Confirming Party and Confirmation Requester. Each Interconnecting Party is required to conform to the schedules set forth in Section 6 of these General Terms and Conditions of this Tariff, unless specifically exempted by Transporter.
- 1.35 "Intraday Nomination" shall mean a Nomination submitted by a Nominating Party after the Timely Nomination Deadline set forth in Section 6 of these General Terms and Conditions. Intraday Nominations shall be accepted for the following cycles pursuant to the schedule set forth in Section 6 of these General Terms and Conditions:
- a) Evening Cycle - the day prior to the Gas Day
  - b) Intraday 1 Cycle - during the Gas Day
  - c) Intraday 2 Cycle - during the Gas Day
  - d) Intraday 3 Cycle – during the Gas Day

1.35A Reserved.

1.35B "Loan", "Loaned", "Lend", or "Lending" shall mean Transporter's advancement of quantities of Gas to a Shipper pursuant to Rate Schedule PAL.

1.36 "Lost and Unaccounted-for Gas" or "L&U" shall mean the quantity of Gas required by Transporter to replace lost or otherwise unaccounted-for Gas (including vented Gas, other than Gas vented pursuant to Section 3.3 of the General Terms and Conditions) for Transportation Service for all Shippers. Lost and Unaccounted-for Gas shall be calculated by reducing the actual total system fuel and lost quantity (receipts minus Deliveries) by the actual Fuel Gas for the data collection period.

1.37 "Maximum Delivery Quantity" or "MDQ" shall mean the maximum quantity of Gas, expressed in Dths per Day, which Transporter shall be obligated under a service agreement to Deliver to Shipper or for Shipper's account. The MDQ listed on the service agreement between Transporter and Shipper is based on a thermal content for the operational area of Shipper's Primary Points of Receipt. The thermal content used for MDQ determinations for the six operational areas of Transporter's system are:

<u>Operational Area</u>	<u>Btu/cubic foot</u>
Medicine Bow Lateral	968
Bakken Leased Capacity	968
<del>Powder River Lateral</del>	<del>981</del>
Wyoming Mainline and Echo Springs Lateral	1053
Piceance Basin Lateral	1050
Kanda Lateral	1050

Transporter continuously measures the thermal content of Gas on its system. If the thermal content in any Month deviates from the Btu per cubic foot levels stated above, or the then-current thermal content on which MDQ's are based, and Transporter reasonably determines that it will not be able to fully provide firm service due to the thermal change, Transporter can adjust each firm Shipper's MDQ. The MDQ adjustment will be posted on Transporter's electronic bulletin board, and will become effective on the first Day of the Month following posting. If an adjustment causes Shipper to be in an overrun situation, Shipper will not be liable for any overrun charges that are incurred during the first thirty days after implementation of the adjustment. In the event of an MDQ adjustment, Transporter shall also adjust its rates to prevent any undercharge or overcharge to Shippers which might otherwise result from the MDQ adjustments. The adjusted rates shall also be posted on Transporter's electronic bulletin board. The adjusted rates will be calculated by multiplying the fraction (Btu level stated above applicable to Shipper, or the then-current thermal content, divided by the new thermal content) by Transporter's rates that were applicable to Shipper. The adjusted rates will take effect the first Day of the Month that begins after the posting. The net effect on total payment due as a result of Shipper's adjusted MDQ and rates will be zero. Transporter will seek FERC approval if the adjustment to MDQ and rates, due to changes to the thermal content of the Gas, is more than 5 percent of the then-current thermal content. This provision also applies to Segmentation.

- 1.38 "Mcf" shall mean 1,000 cubic feet of Gas at a pressure of 14.73 p.s.i.a. and at a temperature of 60 degrees Fahrenheit. Pressure base conversion factors shall be stated with at least six decimal places. However, the reporting basis for Gas transactions is thermal. (See definition of Dth in this Section.)
- 1.39 "Medicine Bow Lateral" shall mean that portion of Transporter's transmission system including all Point(s) of Receipt beginning at Transporter's interconnecting points located in Section 33, Township 33 North, Range 73 West, Converse County, Wyoming and extending Southeasterly terminating at Transporter's mainline in Section 28, Township 12 North, Range 67 West, Weld County, Colorado.
- 1.40 "Month" shall mean the period beginning at 9:00 a.m. Central Clock Time on the first Day of the calendar month and ending at 9:00 a.m. Central Clock Time on the first Day of the next succeeding calendar month.
- 1.41 "Nominated Imbalance Quantity" shall mean any quantity of Gas which a Shipper includes in a Nomination for which the quantity at the Point of Receipt is not equal to the quantity at the Point of Delivery, after accounting for any appropriate FL&U. Nominated Imbalance Quantities may be Nominated by the Shipper at any time in anticipation of a prospective imbalance or to resolve an imbalance which occurred previously. Nominated Imbalance Quantities will be scheduled and confirmed in accordance with the provisions of Section 6 of these General Terms and Conditions.
- 1.42 "Nomination" or "Nominate" shall mean a request by a Shipper for a prospective transportation or pooling transaction under an executed service agreement and submitted to Transporter.
- (a) Valid Nomination is a data set which contains the mandatory data elements included in the NAESB Standards related to Nominations and any appropriate business conditional or mutually agreeable data elements, which is consistent with the provisions of the Shipper's service agreement, and which has been delivered to Transporter, or to Transporter via Electronic Communication, or when agreed to by Transporter, by facsimile. Shipper Nominations sent by EDM shall conform to the requirements of the Data Dictionary standards set forth in NAESB Standard 1.4.1.
- 1.43 "Nominating Party" shall mean a Shipper or such Shipper's designee authorized to submit Nominations to Transporter pursuant to Shipper's executed service agreements.
- 1.44 "Overrun Capacity" shall mean capacity other than Primary Capacity, Flow Path Secondary and/or Secondary Capacity on any portion of the Receipt-to-Delivery Flow Path as required under a firm transportation service agreement when Shipper Nominates for Transportation Service in excess of Shipper's contractual entitlements.

- 1.45 "Overrun Gas" shall mean the following:
- (a) Shipper may Nominate and Tender and Transporter may confirm and receive quantities in excess of Shipper's MDQ on a segment. Such quantities shall be considered as Overrun Gas and transported on an interruptible basis.
  - (b) In total, Shipper may nominate and Tender and Transporter may confirm and receive quantities pursuant to Segmentation transactions which exceed Shipper's MDQ. The quantity of capacity usage on any Segment which exceeds Shipper's MDQ shall be considered as Overrun Gas and shall be invoiced at the applicable maximum overrun rate.
- 1.46 "Package Identifier" or "Package ID" shall mean a Nomination data element which is provided at the service requestor's option to differentiate between discreet business transactions. (NAESB WGQ Standard No. 1.2.5) When used, Package ID should be:  
(a) supported for Nominating and scheduling; (b) mutually agreed between the applicable Parties for allocations and imbalance reporting; (c) supported for invoicing (sales and purchase); and (d) mutually agreed for Transport invoicing. (NAESB WGQ Standard No. 1.3.24) Package ID is not required for transportation invoicing. Use of the Package ID is at the discretion of the service requestor, and if sent, should be accepted and processed by the service provider. (NAESB WGQ Standard No. 1.3.25)
- 1.47 "Party" or "Parties" shall mean either Shipper or Transporter.
- 1.47A "Park" shall mean acceptance by Transporter of quantities of Gas Tendered by Shipper for Delivery at a later date pursuant to Rate Schedule PAL.
- 1.48 "Piceance Expansion" shall mean the expansion of the Piceance Basin Lateral certificated in Docket No. CP08-403-000.
- 1.49 "Point(s) of Delivery" shall mean the physical or logical point(s) (including Pool(s)) where Transporter Tenders Gas to Shipper or for Shipper's account.
- 1.50 "Point of Delivery Quantity" shall mean the quantity of Gas specified for Delivery to Shipper at a specific Point of Delivery under the agreement.
- 1.51 "Point(s) of Receipt" shall mean the physical or logical point(s) (including Pools) where Transporter receives Gas for the account of a Shipper for transportation.
- 1.52 "Point of Receipt Quantity" shall mean the quantity of Gas specified for receipt by Transporter at a specific Point of Receipt under the Agreement.
- 1.53 "Pool" shall mean a physical or logical point determined by Transporter at which supplies may be aggregated and disaggregated. Pool(s) are not valid Point(s) of Receipt or Delivery for determination of Primary Point(s), Capacity Scheduling or for Capacity Release.

- 1.54 "Pooler" shall mean that party holding an executed Pooling service agreement under this Tariff and on whose behalf Gas is being aggregated at a Pool. For purpose of Nominations, the term "Pooler" is synonymous with "Shipper".
- 1.55 "Pooling" shall mean the aggregation of multiple sources of supply to a single quantity and the disaggregation of such quantity to multiple markets or market contracts. "Headstation Pooling" shall mean the aggregation of supplies from one or more physical or logical Point(s) of Receipt to a designated Pool and the disaggregation of such aggregated quantities to one or more Transportation Service Agreement(s).
- 1.56 "Pooling Area" shall mean the area implied by the designation of various Segments and related to a specific Pool. Transporter's Pooling Area(s) and the Point(s) of Receipt and the related Headstation Pooling point(s) shall be posted on Transporter's electronic bulletin board.
- 1.57 ~~Reserved "Powder River Lateral" shall mean that portion of Transporter's capacity, including all Point(s) of Receipt beginning at Transporter's interconnect with MIGC, Inc. located in Section 34, Township 33 North, Range 73 West, Converse County, Wyoming and extending Southward to the outlet of the WIC Laramie Jumper Station in Section 21, Township 17 North, Range 76 West, Albany County, Wyoming.~~
- 1.58 "Primary Capacity" shall mean the transmission system capacity on any portion of the Primary Receipt-to-Delivery Flow Path reserved for a Shipper under a firm transportation service agreement. On any pipeline segment, Primary Capacity is limited by the Primary Point(s) of Receipt Quantity upstream of such segment and the Primary Point(s) of Delivery Quantity downstream of such segment, whichever is less.
- 1.59 "Primary Point(s)" shall mean those Point(s) of Receipt and Delivery where Shipper is entitled to firm service.
- 1.60 "Quick Response" shall mean the preliminary response record generated by Transporter and made available to the Nominating Party indicating the successful receipt of a Nomination and the fact that such Nomination is correct and able to be processed or is incorrect and rejected. Transporter's Quick Response shall conform to the requirements of the Data Dictionary standards as set forth in NAESB Standard 1.4.2.
- 1.61 "Rank" shall mean the relative value provided at the Nominating Party's option as a data element in a Nomination. Such value shall indicate the Nominating Party's requested scheduling priority among Nominations for the same period under the same contract. One (1) shall indicate the highest priority and nine hundred ninety-nine (999) is the lowest.

- 1.61A "Rate Default" - For index-based capacity release transactions, Rate Default is the term used to describe the non-biddable rate specified in the capacity release offer to be used for invoicing purposes when the result of the index-based formula is unavailable or cannot be computed. If a Rate Default is not otherwise specified, the Rate Floor should serve as the Rate Default.
- 1.61B "Rate Floor" – Rate Floor is the term used to describe the lowest rate specified in the capacity release offer in dollars and cents that is acceptable to the Releasing Shipper. The Rate Floor may not be less than Transporter's minimum reservation rate or zero cents when there is no stated minimum reservation rate.
- 1.62 "Receipt-to-Delivery Flow Path" shall mean the path of Gas through and from a Point of Receipt to and through a Point of Delivery. Furthermore, "Primary Receipt-to-Delivery Flow Path" shall mean the path of Gas through and from a Primary Point of Receipt to and through a Primary Point of Delivery. The authorized direction of flow shall be from the Primary Point of Receipt to the Primary Point of Delivery.
- 1.63 "Receipt Quantities" shall mean all quantities of Gas received by Transporter at the Point(s) of Receipt for the account of Shipper for Transportation Service.
- 1.64 "Releasing Shipper" is any Shipper who has a transportation service agreement under Rate Schedule FT who elects to release all or a portion of its firm capacity, subject to the capacity release program contained in Section 9 of the General Terms and Conditions.
- 1.65 "Render" shall mean postmarked, or electronically delivered via Electronic Communication.
- 1.66 "Replacement Capacity Agreement" is an agreement between Transporter and the Replacement Shipper setting forth the rate(s) and the terms and conditions of the service for using capacity rights acquired pursuant to Section 9 of these General Terms and Conditions.
- 1.67 "Replacement Shipper" is any Shipper who acquires capacity rights from a Releasing Shipper through Transporter's capacity release program as contained in Section 9 of the General Terms and Conditions.
- 1.68 "Request for Confirmation" shall mean the information provided via EDM which conforms to the Data Dictionary standards as set forth in NAESB Standard 1.4.3. A Request for Confirmation may be sent by any operator to an interconnected operator to initiate the communication of a Confirmation Response. (See definition of Confirmation in this Section.)



- 1.69 "Scheduled Quantity" shall mean the quantity of Gas Transporter has determined it can transport, based on a Shipper's Nomination, from a specific Point of Receipt to a specific Point of Delivery on a designated Gas Day subject to Transporter's available transportation system capacity. Such quantities shall be determined pursuant to the provisions of Section 6 of these General Terms and Conditions and are subject to final Confirmation. Transporter's Scheduled Quantity reports provided via EDM shall conform to the requirements of the Data Dictionary standards as set forth in NAESB Standard 1.4.5.
- 1.70 "Secondary Capacity" shall mean capacity other than Primary Capacity or Flow Path Secondary Capacity under a firm transportation service agreement when Shipper Nominates at Secondary Points which lie outside of Shipper's Primary Receipt-to-Delivery Flow Path.
- 1.71 "Secondary Point(s)" shall mean those Points of Receipt and Delivery which are not specified in the firm transportation service agreement as Primary Points. Secondary Points which lie in the Primary Receipt-to-Delivery Flow Path are automatically awarded a scheduling status of Flow Path Secondary.
- 1.72 "Secondary Point of Delivery" shall mean a Point of Delivery which is not specified in the firm transportation service agreement as Primary Point(s) of Delivery and which is located outside of Shipper's Primary Receipt-to-Delivery Flow Path.
- 1.73 "Secondary Point of Receipt" shall mean a Point of Receipt which is not specified in the firm transportation service agreement as Primary Point(s) of Receipt and which is located outside of Shipper's Primary Receipt-to-Delivery Flow Path.
- 1.74 "Segment" shall mean a discrete portion of Transporter's pipeline system between two specific locations. Transporter shall evaluate the operating capacity of the Segment against the capacity requested for Transportation Service(s) by Shippers. In the event the requested capacity exceeds the Segment operating capacity, Transporter will follow the procedures specified in General Terms and Conditions Section 6 to reduce the transportation requests to the Segment operating capacity.
- 1.74A "Segmentation" shall refer to the ability of a Shipper holding a contract for firm transportation capacity to subdivide such capacity into Segments and to use those Segments for different capacity transactions. Segmentation may be effected by the Shipper by designating a number of discrete Transportation combinations (Points of Receipt to Points of Delivery), each of which being equal to or less than Shipper's Primary Capacity for that pipeline segment. The applicability and prerequisites for Segmentation are described in Section 8.1 of the General Terms and Conditions.

- 1.75 "Segmentation Point(s)" shall mean any non-Primary Point of Receipt or Point of Delivery identified on a Segmentation transaction. All Segmentation Point(s) which lie within the Shipper's Primary Receipt-to-Delivery Flow Path are automatically awarded a scheduling status of Flow Path Secondary for Nominated quantities up to Shipper's Segment entitlement. Segmentation Points of Receipt and/or Delivery which lie outside of the Primary Receipt-to-Delivery Flow Path are considered Secondary for scheduling. Nothing in this section shall preclude Shipper from acquiring Primary Point rights at Segmentation Point(s) and using such capacity on a Primary Capacity scheduling priority basis.
- 1.76 "Shipper" shall mean that Party on whose behalf Gas is being transported.
- 1.77 "Standard Quantity" for Nominations, Confirmations and scheduling shall mean Dekatherms per Gas Day in the United States, gigajoules per Gas Day in Canada and Mexico, and gigacalories per Gas Day in Mexico for transactions that occurred prior to the enactment of Mexico Resolution/RES 267/2006 dated September 7, 2006. (For reference 1 dekatherm = 1,000,000 Btu's; 1 gigajoule = 1,000,000,000 joules; and 1 gigacalorie = 1,000,000,000 calories.) For commercial purposes, the standard conversion factor between Dekatherms and gigajoules is 1.055056 gigajoules per Dekatherm and between Dekatherms and gigacalories is 0.251996 gigacalories per Dekatherm. The standard Btu is the International Btu, which is also called the Btu(IT); the standard joule is the joule specified in the SI system of units. (NAESB WGQ Standard No. 1.3.14)
- 1.78 "Tender" or "Tendered" shall mean making natural Gas available in accordance with all of the provisions of this Tariff and Shipper's transportation service agreement.
- 1.79 "Thermal Content" when applied to any volume of Gas shall mean the aggregate number of Btu's contained in such volume. The Thermal Content shall be determined by multiplying the volume of Gas in cubic feet by the Gross Heating Value of the Gas.
- 1.80 "Transportation Service" shall consist of the acceptance by Transporter of Gas Tendered by Shipper to Transporter at the Point(s) of Receipt, the transportation and Delivery of an equivalent quantity of Gas (minus FL&U Adjustment and any quantities vented pursuant to Section 3.3 hereof) to Shipper either directly, by displacement, or otherwise at the Point(s) of Delivery.
- 1.81 "Transporter" shall mean Wyoming Interstate Company, L.L.C., a limited liability company under the laws of the State of Colorado.
- 1.82 "Unauthorized Overrun Gas" shall mean Overrun Gas not accepted by Transporter for Nomination, pursuant to Section 6 hereof.
- 1.83 "Upstream Party" shall mean the entity (name or identifying number) Tendering Gas to Transporter at a designated location as identified by a Shipper's Nomination.

13. FUEL AND L&U

- 13.1 The FL&U Percentage(s) shall be stated separately on the Statement of Rates in Transporter's Tariff as a Fuel Gas component and an L&U component, and shall apply to all quantities received by Transporter under all Rate Schedules (except Rate Schedule HSP-1) in this Tariff. Furthermore, the FL&U Percentages shall be stated separately for Transporter's mainline and each lateral, as applicable.
- 13.2 The FL&U Percentage(s) shall be recomputed every three months. Transporter shall file with the FERC the documentation supporting such quarterly recomputation. The proposed FL&U Percentage(s) shall become effective on the proposed date after appropriate FERC review and notice.
- 13.3 Fuel Gas and the L&U will be assessed as follows:
- (a) For Shippers assessed both a Fuel Gas and L&U charge, should the sum of the Fuel Gas and the L&U components be less than zero, the FL&U Percentage shall be adjusted to zero and the quantities that would have reduced the calculation of the FL&U rates to below zero shall be excluded and applied to the calculation of the FL&U Percentage in future period(s), except as provided in Section 13.5(d) below. Such amounts will be deemed to be Excess Fuel Gas and L&U Quantities.
  - (b) For Shippers not assessed Fuel Gas pursuant to Section 13.6, the L&U Percentage shall not be less than zero. Quantities that would have reduced the calculation of the L&U percentage to below zero shall be excluded from the calculation and applied to the Fuel Gas percentage pursuant to Section 13.3(a), except as provided in Section 13.5(d) below. Such amount will be deemed to be Excess L&U Quantities.
- 13.4 The FL&U Adjustment quantity shall be calculated as a fixed ratio (FL&U Percentage) applied to all quantities received by Transporter during the effective period of the FL&U Percentages.
- For in-kind fuel reimbursement methods, Transporter will provide, if applicable, a fuel matrix for Receipt and Delivery point combinations. The shipper should not be responsible for calculating and totaling fuel based on each zone or facility traversed. (NAESB WGQ Standard No. 1.3.30)
- 13.5 The FL&U Requirement shall be calculated separately for all Incremental FL&U Percentages. FL&U shall be the sum of separately stated reimbursement percentages for Fuel Gas and for L&U. The FL&U Requirement shall include the following components:

13.5 (continued)

- (a) "Projected FL&U Requirement" shall mean the quantity of Gas which is the sum of the Fuel Gas and the Lost and Unaccounted-for Gas projected by Transporter to be required to support the anticipated Transportation Service for all Shippers under all Rate Schedules during the projected period.
- (b) "FL&U Requirement Adjustment" for December 1, 2009 forward shall mean the quantity of Gas which is the difference between: (i) the actual quantities of FL&U experienced by Transporter adjusted for anticipated changes in system operations; and (ii) the quantities of Gas retained by Transporter through application of the FL&U Percentages during the data collection period adjusted for any prior under or over-recoveries resulting from a prior true-up. Determination of the actual quantities of FL&U experienced during this period shall include an adjustment to eliminate the effect of changes in system line pack, if any. The data collection period shall be the most recent twelve months of available data ending on the last Day of the second previous Month before a FL&U Percentages filing is to be made (i.e., if the FL&U Percentages filing is to be made on October 31, the data collection period would be the previous twelve months ending on August 31).
- (c) FL&U calculations shall be accomplished pursuant to NAESB WGQ Standards.
  - (i) FL&U calculations shall be rounded to the nearest Dth for each Nomination transaction.
  - (ii) Balanced Nomination transactions are calculated as follows:  
  
Receipt Quantity times  $(1 - (\text{FL\&U Percentage} / 100))$  equals Delivery Quantity.
  - (iii) In the event of differences resulting from rounding the calculation of FL&U Adjustment, a Nomination shall not be rejected for differences less than 5 Dth.
  - (iv) FL&U Adjustment quantities have the same scheduling priority as their base Nomination.
  - (v) FL&U Percentages shall be posted by and be effective at the beginning of the Month.
- (d) Excess Fuel Gas and L&U Quantities.
  - (i) Transporter will remit by invoice credit the value of the Excess Fuel Gas and/or L&U quantities when any of the following occur:

13.5(d) (continued)

- (1) The Excess Fuel Gas and/or L&U quantities exceeds 50,000 Dth;  
or
- (2) There has been Excess Fuel Gas and/or L&U quantities in three consecutive Fuel Gas and L&U filings.
- (ii) Excess Fuel Gas and/or L&U quantities will be valued at the Cash Out Index Price, as posted on Transporter's electronic bulletin board, for the month the Excess Fuel Gas and/or L&U quantities are calculated and deferred.
- (iii) Invoice credits of deferred amounts will be remitted to Shippers using an allocation based on the ratio of a Shipper's Fuel Gas and/or L&U Receipt quantities to the total Fuel Gas and/or L&U quantities receipt quantity during the Period.

13.6 Fuel Gas shall not be assessed on the following types of transactions. However, the applicable L&U charge will be assessed on these transactions unless such charge is less than zero. Such L&U charge is set forth on the Statement of Rates:

- (a) When Transportation Service is provided using the displacement segments/routes identified here or on the electronic bulletin board:
  - (i) Mainline (east to west) to include:
    - (1) Cheyenne to Laramie
    - (2) Laramie to Rawlins
    - (3) Rawlins to Wam-WIC and
  - (ii) Laterals (away from Mainline) to include:
    - ~~(1) Powder River Lateral (south to north)~~
    - (12) Medicine Bow Lateral (south to north)
    - (23) Piceance Basin Lateral (north to south)
    - (34) Kanda Lateral (north to south)
- (b) When Transportation Service is provided in the Western No-Fuel Wheeling Area which is located on the western portion of WIC's mainline. The Western No-Fuel Wheeling Area shall consist of the facilities west of Wamsutter to the western terminus of Transporter's mainline. Transportation Service provided within this area that involves high pressure receipts and lower pressure deliveries will not be assessed Fuel Gas to the extent the transaction does not require the use of Transporter's compression to receive or deliver Gas. All receipt points in this area meet this requirement except as noted below.

13.6 (b) (continued)

- (i) Baxter to WIC - Compression is required for all Baxter to WIC receipts. Mainline Fuel Gas reimbursement will be assessed regardless of the nominated direction of Gas flow (east or west).
  - (ii) Piceance Lateral receipts will be subject to the Piceance Lateral Fuel Gas Adjustment and Piceance Lateral L&U percentage before entering the mainline.
  - (iii) Kanda Lateral receipts will be subject to the Kanda Lateral FL&U Adjustment before entering the mainline.
- (c) When Transportation Service is provided in the Eastern No-Fuel Wheeling Area which is located on WIC's mainline east of the Medicine Bow Lateral mainline junction. Transportation Service provided completely within this area will not be assessed Fuel Gas to the extent the transaction does not require the use of Transporter's compression to receive or deliver Gas. The current interconnect points included in the Eastern No-Fuel Wheeling Area are:

Bowie  
Dover  
Dullknife  
Flying Hawk  
Little Wolf  
Owl Creek  
Rockport  
Sitting Bull  
Thunder Chief  
Lonetree  
Silo Plant

**CLEAN TARIFF SECTIONS**

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS  
RATES PER DTH

	<u>Rate</u>
<u>Rate Schedule FT:</u> (Note 1)	
<u>Mainline Rates</u>	
Reservation Rate (Note 2)	
Maximum Rate .....	\$1.6008
Minimum Rate .....	\$0.0000
Commodity Rate -	
Maximum Rate.....	\$0.0026
Minimum Rate.....	\$0.0026
Overrun Rate -	
Maximum Rate.....	\$0.0552
Minimum Rate.....	\$0.0026
<u>Medicine Bow Incremental Rates</u>	
Reservation Rate (Note 2)	
Maximum Rate.....	\$2.7345
Minimum Rate.....	\$0.0000
Commodity Rate -	
Maximum Rate.....	\$0.0000
Minimum Rate.....	\$0.0000
Overrun Rate -	
Maximum Rate.....	\$0.0899
Minimum Rate.....	\$0.0000



	<u>Rate</u>
<u>Rate Schedule FT:</u> (Note 1)	
<u>Bakken Leased Capacity Incremental Rates</u>	
Reservation Rate (Note 2)(Note 8)	
Maximum Rate.....	\$6.0833
Minimum Rate.....	\$0.0000
Commodity Rate -	
Maximum Rate.....	\$0.0000
Minimum Rate.....	\$0.0000
Overrun Rate -	
Maximum Rate.....	\$0.2000
Minimum Rate.....	\$0.0000
<u>Piceance Basin Incremental Rates</u>	
Reservation Rate (Note 2)	
Maximum Rate.....	\$4.2911
Minimum Rate.....	\$0.0000
Commodity Rate -	
Maximum Rate.....	\$0.0004
Minimum Rate.....	\$0.0004
Overrun Rate -	
Maximum Rate.....	\$0.1415
Minimum Rate.....	\$0.0004
<u>Kanda Lateral Incremental Rates</u>	
Reservation Rate (Note 2)(Note 10)	
Maximum Rate.....	\$4.4040
Minimum Rate.....	\$0.0000
Commodity Rate -	
Maximum Rate.....	\$0.0001
Minimum Rate.....	\$0.0001
Overrun Rate -	
Maximum Rate.....	\$0.1449
Minimum Rate.....	\$0.0001

Rate Schedule FDBS:

(Note 1)

Medicine Bow Rates

Reservation Rate

Maximum Rate..... \$3.6369

Minimum Rate..... \$0.0000

Commodity Rate

Maximum Rate..... \$0.0000

Minimum Rate..... \$0.0000

Unauthorized Overrun Rate ..... \$0.2391

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS  
RATES PER DTH

	<u>Rate</u>
<u>Rate Schedule IT:</u>	
<u>Mainline Rates</u>	
Commodity Rate -	
Maximum Rate.....	\$0.0552
Minimum Rate.....	\$0.0026
 <u>Medicine Bow Interruptible Incremental Rates</u>	
Commodity Rate -	
Maximum Rate.....	\$0.0899
Minimum Rate.....	\$0.0000
 <u>Bakken Leased Capacity Incremental Rates</u>	
Commodity Rate -	
Maximum Rate.....	\$0.2000
Minimum Rate.....	\$0.0000
 <u>Piceance Basin Interruptible Incremental Rates</u>	
Commodity Rate -	
Maximum Rate.....	\$0.1415
Minimum Rate.....	\$0.0004
 <u>Kanda Lateral Interruptible Incremental Rates (Note 10)</u>	
Commodity Rate -	
Maximum Rate.....	\$0.1449
Minimum Rate.....	\$0.0001

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS  
RATES PER DTH

	<u>Rate</u>
<u>Rate Schedule PAL:</u>	
<u>WIC East and West Mainline Parking or Lending Rates</u>	
Initial Rate -	
Maximum Rate.....	\$0.0552
Minimum Rate.....	\$0.0000
Balance Rate -	
Maximum Rate.....	\$0.0276
Minimum Rate.....	\$0.0000
Completion Rate -	
Maximum Rate.....	\$0.0552
Minimum Rate.....	\$0.0000
<u>Medicine Bow Parking and Lending Incremental Rates</u>	
Initial Rate -	
Maximum Rate.....	\$0.0899
Minimum Rate.....	\$0.0000
Balance Rate -	
Maximum Rate.....	\$0.0449
Minimum Rate.....	\$0.0000
Completion Rate -	
Maximum Rate.....	\$0.0899
Minimum Rate.....	\$0.0000
<u>Piceance Basin Parking and Lending Incremental Rates</u>	
Initial Rate -	
Maximum Rate.....	\$0.1415
Minimum Rate.....	\$0.0000
Balance Rate -	
Maximum Rate.....	\$0.0708
Minimum Rate.....	\$0.0000
Completion Rate -	
Maximum Rate.....	\$0.1415
Minimum Rate.....	\$0.0000

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS  
RATES PER DTH

Rate

Rate Schedule PAL:

Kanda Lateral Parking and Lending Incremental Rates

Initial Rate -

Maximum Rate.....	\$0.1449
Minimum Rate.....	\$0.0000

Balance Rate -

Maximum Rate.....	\$0.0725
Minimum Rate.....	\$0.0000

Completion Rate -

Maximum Rate.....	\$0.1449
Minimum Rate.....	\$0.0000

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS  
 RATES PER DTH

Particulars -----	Current Reimbursement -----	True-up -----	Total -----
Mainline System			
Fuel Gas Percentage (Note 3)	0.41%	-0.41%	0.00%
L&U Percentage (Note 3)	0.00%	0.00%	0.00%
	-----	-----	-----
Total FL&U Percentage	0.41%	-0.41%	0.00%
L&U Percentage (Note 11)	0.00%	0.00%	0.00%
Medicine Bow Incremental			
Fuel Gas Percentage (Note 3) (Note 6)	0.17%	-0.08%	0.09%
L&U Percentage (Note 3) (Note 6)	0.00%	0.00%	0.00%
	-----	-----	-----
Total FL&U Percentage	0.17%	-0.08%	0.09%
L&U Percentage (Note 11)	0.00%	0.00%	0.00%
Bakken Leased Capacity Incremental			
Fuel Gas Percentage (Note 7)	n/a	n/a	2.00%
L&U Percentage (Note 7)	n/a	n/a	0.00%
			-----
Total FL&U Percentage	n/a	n/a	2.00%
L&U Percentage	n/a	n/a	0.00%

Piceance Basin Incremental  
 FL&U Percentages detailed below (Note 3)(Note 9)(Note 12):

Piceance Lateral

Fuel Gas Percentage To Transporter's Mainline System	0.37%	0.09%	0.46%
L&U Percentage To Transporter's Mainline System	0.00%	0.00%	0.00%
	-----	-----	-----
Total FL&U Percentage	0.37%	0.09%	0.46%
L&U Percentage (Note 11)	0.00%	0.00%	0.00%
Fuel Gas Percentage To Other Pipelines	0.37%	0.09%	0.46%
L&U Percentage To Other Pipelines	0.00%	0.00%	0.00%
	-----	-----	-----
Total FL&U Percentage	0.37%	0.09%	0.46%
L&U Percentage (Note 11)	0.00%	0.00%	0.00%

Kanda Lateral Incremental  
FL&U Percentages detailed below (Note 3) (Note 9) (Note 13):

Fuel Gas Percentage To Transporter's Mainline System	0.00%	0.00%	0.00%
L&U Percentage To Transporter's Mainline System	0.00%	0.00%	0.00%
	-----	-----	-----
Total FL&U Percentage	0.00%	0.00%	0.00%
L&U Percentage (Note 11)	0.00%	0.00%	0.00%
Fuel Gas Percentage To Other Pipelines	0.00%	0.00%	0.00%
L&U Percentage To Other Pipelines	0.00%	0.00%	0.00%
	-----	-----	-----
Total FL&U Percentage	0.00%	0.00%	0.00%
L&U Percentage (Note 11)	0.00%	0.00%	0.00%



STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS

FOOTNOTES

- (1) The transportation rate shall be adjusted to include the FERC Annual Charge Adjustment (ACA).
- (2) For Capacity Release transactions only, Transporter has adopted the following NAESB standards. On the bidding formats, the number of decimal places for offers, bids and awards shall be equal to the number of decimal places in Transporter's stated rates (NAESB Standard 5.3.21). Converting a Daily rate to a Monthly rate is accomplished by multiplying the Daily rate times the number of Days in the rate period, dividing the result by the number of Months in the rate period and taking the remainder out to 5 decimal places, and rounding up or down to the Transporter's specified decimal place. Converting a Monthly rate to a Daily rate is accomplished by multiplying the Monthly rate by the number of Months in the rate period; dividing the result by the number of Days in the rate period, taking the remainder out to 5 decimal places, and rounding up or down to the Transporter's specified decimal place (NAESB Standard 5.3.22). Furthermore, for capacity release purposes, all Tariff rates shall be adjusted to reflect a standard calculation of Daily and Monthly rates, in conformance with NAESB Standard 5.3.23.
- (3) The "FL&U" percentage(s) shall be adjusted quarterly. Such adjustment(s) shall not subject Transporter to any obligation to justify its other costs or revenues or throughput. Transporter shall be allowed to adjust the percentage(s) independent of and without regard to other rates. As applicable to the use of off-system capacity, Transporter will assess L&U or FL&U Third Party Charges pursuant to General Terms and Conditions Section 4.5(b); in the absence of any provision in the FTSA to the contrary, any Shipper utilizing off-system capacity will be responsible for all costs, charges, and surcharges (including but not limited to L&U and when assessed, fuel) imposed by the off-system capacity provider. To the extent off-system capacity is used in conjunction with Transporter's mainline and/or incremental rate lateral facilities' capacity, Transporter will also assess the applicable mainline and/or incremental rate lateral L&U or FL&U charges. To the extent off-system capacity is not used in conjunction with Transporter's mainline and/or incremental rate lateral facilities' capacity, Transporter will only assess the off-system L&U or FL&U charges.
- (4) Reserved
- (5) Reserved
- (6) All Shippers transporting from the Medicine Bow Lateral to Cheyenne shall be subject to the Medicine Bow Incremental FL&U Percentages, but shall not be subject to the mainline FL&U Percentages.

- (7) All Shippers utilizing Bakken Leased Capacity shall be subject to the Bakken Leased Capacity Incremental Fuel and Lost and Unaccounted for “Bakken Leased Capacity FL&U Percentages”. The Bakken Leased Capacity FL&U Percentages shall be adjusted at least quarterly, based on information provided by Bighorn Gas Gathering, L.L.C. and/or Fort Union Gas Gathering, L.L.C. Such Bakken Leased Capacity FL&U will be passed through in-kind to Shipper(s) and is not subject to the provisions of General Terms and Conditions Section 13. Shippers utilizing the Bakken Leased Capacity on a firm secondary basis shall be assessed all applicable incremental FL&U charges. To the extent Bakken Leased Capacity is used in conjunction with Transporter's mainline and/or other incremental rate lateral facilities' capacity, Transporter will also assess the applicable mainline and/or incremental rate lateral charges.
- (8) Any Bakken Leased Capacity which is not used by Shipper(s) shall be offered to other Shippers on a secondary and interruptible basis, pursuant to Transporter's FERC Gas Tariff (“Tariff”) and subject to Transporter's currently effective rates as such Tariff and rates may change from time to time.
- (9) All Shippers transporting from the Piceance Basin Lateral or Kanda Lateral to such lateral or a receipt or delivery point on Transporter's mainline shall be subject to individual Incremental FL&U Percentages To Transporter's Mainline System. However, all Shippers transporting from the Piceance Basin Lateral or Kanda Lateral to a pipeline other than Transporter's mainline shall be subject to individual Incremental FL&U Percentages To Other Pipelines. The Piceance Basin Incremental Fuel Gas percentage, Piceance Lateral L&U percentages and Kanda Lateral Incremental FL&U percentages shall be calculated in accordance with the approved methodology set forth in Section 13 contained in the General Terms and Conditions of this Tariff.
- (10) The actual Kanda Lateral interruptible revenues that are in excess of costs during a calendar year shall be credited to all Kanda Lateral firm and interruptible Shippers pro rata based on the total revenues received from each such Kanda Lateral Shipper during the calendar year in relation to the total revenues received from all such Shippers as a group. Following each calendar year, Transporter shall apply such allocated amounts as an invoice credit on Shipper's invoice for the service provided during March of any year. If a credit amount cannot be applied, a cash payment shall be made to Shipper.
- (11) Pursuant to Section 13.6 of the GT&C, specified Shippers shall only be assessed an L&U charge and not a Fuel Gas charge.
- (12) New firm service, secondary, and interruptible transport on the Piceance Basin Lateral will be assessed the Piceance Basin Incremental Fuel Gas percentage and the Piceance Lateral L&U percentage.

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE

1. Availability

- 1.1 This Rate Schedule is available, on the basis described in Section 4 of the General Terms and Conditions of this Tariff and subject to all of the other terms of this Tariff for Transportation Service by Wyoming Interstate Company, L.L.C. (hereinafter called Transporter), for any person (hereinafter called Shipper) when Shipper desires firm Transportation Service and:
- (a) Transporter has determined that other than such new taps, valves, measurement equipment, and other minor facilities which may be required at the Point(s) of Receipt or Point(s) of Delivery to effect receipt or Delivery of the Gas it has available or will secure sufficient uncommitted capacity to provide the service requested by Shipper as well as all of its other firm service commitments;
  - (b) Shipper makes a valid request pursuant to Section 4 of the General Terms and Conditions of this Tariff;
  - (c) Shipper executes a Firm Transportation Service Agreement ("Agreement") pursuant to the terms of this Rate Schedule in the form attached hereto; and
  - (d) Shipper has met the creditworthiness requirements and other service requirements specified in Section 4 of the General Terms and Conditions.
- 1.2 When new and/or expanded facilities at Points of Receipt or Points of Delivery, such as new taps, valves, measurement equipment, and other minor facilities, are required to accommodate receipt and/or Delivery of Gas under this Rate Schedule FT and will not impair service to any existing Shipper or threaten the integrity of Transporter's System, Transporter will construct such facilities. Transporter shall require Shipper to pay all construction costs pursuant to Section 3.11 of this Rate Schedule, including any filing fees, notifications, and a reimbursement amount to compensate for federal and state income tax effects associated with such facilities.
- 1.3 Any Contribution in Aid of Construction (CIAC) pursuant to this Section 1 shall be increased by an amount (Tax Reimbursement) to compensate for the federal and state income tax effects thereof, according to the following formula:
- $$\text{Tax Reimbursement} = [\text{Tax Rate} \times (\text{CIAC} - \text{Present Value of Tax Depreciation})] \times [1 + \{\text{Tax Rate}/(1 - \text{Tax Rate})\}]$$
- 1.4 Any construction of additional facilities to provide service for a Shipper will be subject to any applicable laws and appropriate regulations.

## 2. Applicability and Character of Service

- 2.1 Transportation Service, up to Shipper's Maximum Delivery Quantity shall be considered firm, and not subject to interruption by Transporter except as provided in the General Terms and Conditions of this Tariff.
- 2.2 Upon mutual agreement of Shipper and Transporter, the Agreement may be amended to add or delete Points of Receipt and/or Delivery.
- 2.3 Transporter shall not be required to provide Transportation Service if the quantities Tendered are so small as to cause operational difficulties, such as measurement. Transporter shall promptly notify Shipper if such operating conditions exist.
- 2.4 Service Options. Shippers may contract for firm transportation service as set forth in this Section 2.4. Unless otherwise agreed, Shipper's MDQ as defined in Section 1 of the General Terms and Conditions shall remain the same throughout each season, each season within an annual contract or for the annual period. Shipper's Primary Point of Receipt Quantity and Primary Point of Delivery Quantity and any differing levels in such quantities, as well as the period of such differing levels, shall be specified in the executed transportation service agreement.
  - (a) Firm transportation service available for the five consecutive Months during the November through March winter period ("Winter Contract"). A Winter Contract may be for a term of multiple years.
  - (b) Firm transportation service available for the seven consecutive Months during the April through October summer period ("Summer Contract"). A Summer Contract may be for a term of multiple years.
  - (c) Firm transportation service available for twelve consecutive Months or more ("Annual Contract").
  - (d) Shippers may contract for firm transportation service separately with a Summer or Winter Contract, or jointly to create an Annual Contract.

## 3. Transportation Service Charges

- 3.1 Applicable Rates: The applicable minimum and maximum rates for service hereunder are set forth on the Statement of Rates, as adjusted from time to time.
- 3.2 Reservation Charge: Each Month Shipper shall be charged a Reservation Charge determined by multiplying the Reservation Rate set forth in the Agreement by Shipper's Maximum Delivery Quantity. Shipper shall begin paying the Reservation Charge on the effective date provided in the Agreement.

- 3.3 Reserved
- 3.4 Medicine Bow Incremental Reservation Charge - Shipper shall be subject to the Medicine Bow Incremental Reservation Charge for any entitlement from a Point of Receipt or to a Point of Delivery on the Medicine Bow Lateral. This charge shall be a monthly reservation charge equal to the product of (1) Shipper's currently effective Maximum Receipt Quantity from Point(s) of Receipt or Maximum Delivery Quantity to Point(s) of Delivery on the Medicine Bow Lateral, and (2) Transporter's currently effective Medicine Bow Incremental Reservation Rate. In the event on any Day Transporter schedules from/to Secondary or Segmented Point(s) on the Medicine Bow Lateral for Shipper such quantities shall be subject to Transporter's daily Medicine Bow Incremental Reservation Rate to be calculated in the same manner as defined in Note 2 on the Statement of Rates. In addition to the Medicine Bow Lateral Incremental Reservation Charge, Shipper shall also pay Transporter's applicable mainline Reservation Rate when Shipper uses Transporter's mainline system. Shipper shall only be subject to the Medicine Bow Incremental Reservation Charge for any entitlement where both the Point of Receipt and Point of Delivery are on the Medicine Bow Lateral.
- 3.5 Bakken Leased Capacity Incremental Reservation Charge - Shipper shall be subject to the Bakken Leased Capacity Incremental Reservation Charge for any entitlement from the Bighorn Point of Receipt to the Point of Delivery located at the interconnection of the Fort Union Gas Gathering, L.L.C. with Transporter's Medicine Bow Lateral. This charge shall be a monthly reservation charge equal to the product of (1) Shipper's currently effective Maximum Receipt Quantity from Point(s) of Receipt or Maximum Delivery Quantity to Point(s) of Delivery utilizing the Bakken Leased Capacity, and (2) Transporter's currently Bakken Leased Capacity Incremental Reservation Rate. In the event on any Day Transporter schedules from/to Secondary Point(s) utilizing Bakken Lateral Capacity such quantities shall be subject to Transporter's daily Bakken Leased Capacity Incremental Reservation Rate to be calculated in the same manner as defined in Note 2 on the Statement of Rates. In addition to the Bakken Leased Capacity Incremental Reservation Charge, Shipper shall also pay Transporter's applicable Medicine Bow Incremental Reservation Rate when Shipper uses Transporter's Medicine Bow Lateral. To the extent Bakken Leased Capacity is used in conjunction with Transporter's mainline and/or other incremental rate lateral facilities' capacity, Transporter will also assess the applicable mainline and/or incremental rate lateral charges.
- 3.6 Piceance Basin Incremental Reservation Charge - Shipper shall be subject to the Piceance Basin Incremental Reservation Charge for any entitlement from a Point of Receipt or to a Point of Delivery on the Piceance Basin Lateral. This charge shall be a monthly reservation charge equal to the product of (1) Shipper's currently effective Maximum Receipt Quantity from Point(s) of Receipt or Maximum Delivery Quantity to Point(s) of Delivery on the Piceance Basin Lateral and (2) Transporter's currently effective Piceance Basin Incremental Reservation Rate. In the event on any Day Transporter schedules from/to Secondary or Segmented Point(s) on the Piceance Basin Lateral for Shipper not having a Primary Point on the Piceance Basin Lateral, such quantities shall be subject to Transporter's Piceance

Basin Incremental Reservation Rate. In addition to the Piceance Basin Incremental Reservation Charge, Shipper shall also pay Transporter's applicable mainline Reservation Rate when Shipper uses Transporter's mainline system. Shipper shall only be subject to the Piceance Basin Incremental Reservation Charge for any entitlement where both the Point of Receipt and Point of Delivery are on the Piceance Basin Lateral.

- 3.7 Kanda Lateral Incremental Reservation Charge - Shipper shall be subject to the Kanda Lateral Incremental Reservation Charge for any entitlement from a Point of Receipt or to a Point of Delivery on the Kanda Lateral. This charge shall be a monthly reservation charge equal to the product of (1) Shipper's currently effective Maximum Receipt Quantity from Point(s) of Receipt or Maximum Delivery Quantity to Point(s) of Delivery on the Kanda Lateral and (2) Transporter's currently effective Kanda Lateral Incremental Reservation Rate. In the event on any Day Transporter schedules from/to Secondary or Segmented Point(s) on the Kanda Lateral for Shipper not having a Primary Point on the Kanda Lateral, such quantities shall be subject to Transporter's Kanda Lateral Incremental Reservation Rate. In addition to the Kanda Lateral Incremental Reservation Charge, Shipper shall also pay Transporter's applicable mainline Reservation Rate when Shipper uses Transporter's mainline system. Shipper shall only be subject to the Kanda Lateral Incremental Reservation Charge for any entitlement where both the Point of Receipt and Point of Delivery are on the Kanda Lateral.
- 3.8 Commodity Charge: Shipper shall be charged an amount obtained by multiplying the Commodity Rate set forth in the Agreement, including, as applicable, the incremental lateral commodity rate, by the quantity of Gas in Dth's Delivered (exclusive of any Overrun Gas) each Month by Transporter to Shipper at the Point(s) of Delivery.
- 3.9 FL&U: Shipper shall provide FL&U in kind as described in Section 13.4 ("FL&U Adjustment") of the General Terms and Conditions. The FL&U Percentages shall be applied to the quantities received from Shipper for Transportation Service to determine Shipper's FL&U.
- Shippers utilizing Bakken Leased Capacity shall provide FL&U in kind pursuant to the reimbursement percentages posted on Transporter's EBB for the applicable month. These percentages shall be applied to the quantities received from Shipper for Transportation Service to determine Shipper's FL&U. Such quantities shall be passed through to the Shipper and are not subject to the provisions of General Terms and Conditions Section 13.
- 3.10 Venting of Gas: Shipper shall be responsible for Unauthorized Overrun Gas Tendered by it to Transporter which is vented pursuant to Section 3.3 of the General Terms and Conditions hereof.
- 3.11 Incremental Facility Charge: When the construction of new minor facilities is required in order to provide service to Shipper, Shipper will pay Transporter for such facilities. The Parties shall agree as to whether Shipper shall (1) make a one-time 100 percent reimbursement for the cost of facilities or (2) pay the cost of facilities over a period of time

agreed to by Shipper and Transporter. The facility charge will include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties, if the Shipper elects to reimburse Transporter for the facilities over a period of time.

- 3.12 Adjustment of Rates: Subject to the terms of the Agreement, Transporter reserves the right to prescribe and/or adjust at any time any of the rates applicable to service under any individual Agreement without adjusting any other rates for service under other Agreements. Downward adjustment to any rate shall be for a specific term. Unless otherwise agreed, at the expiration of the term specified in Exhibit B to the Agreement, the rate for Transportation Service shall revert to the maximum rate under this Rate Schedule.
- 3.13 Imbalance Management: Shipper shall be subject to the imbalance management provisions set forth in Section 10 of the General Terms and Conditions.
- 3.14 Third Party Charges: Shipper may, on a non-discriminatory basis, be required to pay to Transporter, if applicable, any Third Party Charges in accordance with Section 4.5 of the General Terms and Conditions. In no event shall such Third Party Charges paid by Shipper exceed the amount incurred and paid by Transporter for the applicable off-system capacity.
- 3.15 Other Charges: Shipper shall pay to Transporter, when incurred by Transporter, all charges related to service provided under this Rate Schedule, including any costs incurred by Transporter on behalf of Shipper.

#### 4. Overrun Transportation

Upon request of Shipper and at Transporter's option, Shipper may Tender and Transporter may accept for transportation, on any Day, quantities of Gas in excess of Shipper's Maximum Delivery Quantity ("Overrun Gas"). All quantities transported as Overrun Gas shall be transported on an interruptible basis. Unless otherwise agreed, Shipper shall pay an amount obtained by multiplying the quantity of such Overrun Gas during the Month by the Maximum Overrun Rate, and when applicable the Maximum Incremental Overrun Rate, as set forth in the Statement of Rates.

#### 5. General Terms and Conditions

The General Terms and Conditions contained in this Tariff, except as modified in the Agreement to accommodate specific operational requirements, are applicable to this Rate Schedule and are hereby made a part hereof.

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE

1. Availability

- 1.1 This Rate Schedule is available on the basis described in Section 4 of the General Terms and Conditions of this Tariff and subject to all of the other terms of this Tariff for Transportation Service by Wyoming Interstate Company, L.L.C. (hereinafter called Transporter), for any person (hereinafter called Shipper) when Shipper desires interruptible Transportation Service, and:
- (a) Transporter can render such service with its existing transmission system without need for construction of any additional pipeline facilities other than such new taps, valves, measurement equipment and other facilities which may be required at the Point(s) of Receipt or Point(s) of Delivery to effect receipt or delivery of the Gas;
  - (b) Shipper makes a valid request pursuant to Section 4 of the General Terms and Conditions of this Tariff;
  - (c) Shipper executes an interruptible transportation service agreement ("Agreement") pursuant to the terms of this Rate Schedule in the form attached hereto; and
  - (d) Shipper has met the creditworthiness requirements and other service requirements specified in Section 4 of the General Terms and Conditions.
- 1.2 When new and/or expanded facilities at Points of Delivery or Receipt, such as new taps, valves, measurement equipment, and other minor facilities, are required to accommodate receipt and/or Delivery of Gas under this Rate Schedule IT and will not impair service to any existing Shipper or threaten the integrity of Transporter's system, Transporter will construct such facilities. Transporter shall require Shipper to pay all construction costs pursuant to Section 3.5 of this Rate Schedule, including any filing fees, notifications, and a reimbursement amount to compensate for tax effects associated with such facilities.
- 1.3 Any Contribution in Aid of Construction (CIAC) pursuant to this Section 1 shall be increased by an amount (Tax Reimbursement) to compensate for the federal and state income tax effects thereof, according to the following formula:
- $$\text{Tax Reimbursement} = [\text{Tax Rate} \times (\text{CIAC} - \text{Present Value of Tax Depreciation})] \times [1 + \{\text{Tax Rate}/(1 - \text{Tax Rate})\}]$$
- 1.4 Any construction of additional facilities to provide service for a Shipper will be subject to any applicable laws and appropriate regulations.



## 2. Applicability and Character of Service

- 2.1 Incorporation by Reference: The Agreement in all respects shall be subject to the provisions of this Rate Schedule and the General Terms and Conditions of this Tariff as filed with and accepted by the FERC from time to time.
- 2.2 Transportation Service hereunder is interruptible, and subject to interruption by Transporter at any time. Transportation Service under this Rate Schedule will be performed when Transporter has capacity available to provide such service without detriment or disadvantage to Transporter's firm Shippers. Service interruption for interruptible Shippers will be determined in accordance with the provisions of Section 6 of the General Terms and Conditions.
- 2.3 Receipt: Subject to the General Terms and Conditions of this Tariff, Shipper agrees to Tender and Transporter agrees to accept Receipt Quantities at the Point(s) of Receipt nominated by Shipper pursuant to Section 6 of the General Terms and Conditions.
- 2.4 Delivery: Subject to the General Terms and Conditions of this Tariff, Transporter agrees to transport and Tender Delivery Quantities to Shipper or for Shipper's account at Point(s) of Delivery nominated by Shipper pursuant to Section 6 of the General Terms and Conditions.
- 2.5 Rates of Flow: At each Point of Receipt and Point of Delivery, each Party shall use reasonable efforts to Tender, or cause to be Tendered, Gas at reasonably uniform hourly and daily rates of flow.
- 2.6 Transporter shall not be required to provide Transportation Service if the quantities Tendered are so small as to cause operational difficulties, such as measurement. Transporter shall promptly notify Shipper if such operating conditions exist.

## 3. Transportation Service Charges

- 3.1 Applicable Rates: The applicable rates for service hereunder shall, subject to the other provisions hereof, be the rates agreed to by Transporter and Shipper as set forth in Exhibit A to the Agreement provided that such rates shall be not less than the minimum nor more than the maximum rates for service pursuant to this Rate Schedule, as set forth in Transporter's FERC Gas Tariff, Third Revised Volume No. 2, or any effective superseding Rate Schedule on file with the FERC.

- 3.2     Commodity Charge: Shipper shall be charged an amount obtained by multiplying the commodity rate set forth in Exhibit A, including as applicable the incremental lateral commodity rate, to the Agreement by the quantity of Gas in Dth Delivered each Month by Transporter to Shipper at the Point(s) of Delivery. The commodity rate set forth in the Agreement shall not be greater than the maximum rate set forth on the Statement of Rates nor less than the minimum rate set forth on the Statement of Rates. As provided in the General Terms and Conditions the maximum commodity rate shall be subject to adjustment monthly to reflect changes in Transporter's interest expense.
- 3.3     Reserved
- 3.4     Medicine Bow Interruptible Incremental Rate: Shipper shall be subject to the Medicine Bow interruptible incremental rate for quantities scheduled and confirmed at Point(s) of Receipt and/or Delivery on the Medicine Bow Lateral. Shipper shall be charged an amount obtained by multiplying the Medicine Bow interruptible incremental rate set forth in Exhibit A to the Agreement by the quantity of Gas in Dth received or Delivered on the Medicine Bow Lateral each Month. In addition to the Medicine Bow interruptible incremental rate, Shipper shall also pay Transporter's applicable mainline interruptible commodity rate when Shipper uses Transporter's mainline system.
- 3.5     Bakken Leased Capacity Interruptible Incremental Rate: Shipper shall be subject to the Bakken Leased Capacity interruptible incremental rate for quantities scheduled and confirmed at Point(s) of Receipt and/or Delivery utilizing Bakken Leased Capacity. Shipper shall be charged an amount obtained by multiplying the Bakken Leased Capacity interruptible incremental rate set forth in Exhibit A to the Agreement by the quantity of Gas in Dth received or Delivered on the Bakken Leased Capacity each Month. In addition to the Bakken Leased Capacity interruptible incremental rate, Shipper shall also pay any other applicable incremental or mainline commodity rate when Shipper utilizes Transporter's mainline or other incremental facilities.
- 3.6     Piceance Basin Interruptible Incremental Rate: Shipper shall be subject to the Piceance Basin interruptible incremental rate for quantities scheduled and confirmed at Point(s) of Receipt and/or Delivery on the Piceance Lateral. Shipper shall be charged an amount obtained by multiplying the Piceance Basin interruptible incremental rate set forth in Exhibit A to the Agreement by the quantity of Gas in Dth received or Delivered on the Piceance Lateral each Month. In addition to the Piceance Basin interruptible incremental rate, Shipper shall also pay Transporter's applicable mainline interruptible commodity rate when Shipper uses Transporter's mainline system.
- 3.7     Kanda Lateral Interruptible Incremental Rate: Shipper shall be subject to the Kanda Lateral interruptible incremental rate for quantities scheduled and confirmed at Point(s) of Receipt and/or Delivery on the Kanda Lateral. Shipper shall be charged an amount obtained by multiplying the Kanda Lateral interruptible incremental rate set forth in Exhibit A to the Agreement by the quantity of Gas in Dth received or Delivered on the Kanda Lateral each Month. In addition to the Kanda Lateral interruptible incremental rate, Shipper shall also

pay Transporter's applicable mainline interruptible commodity rate when Shipper uses Transporter's mainline system.

- 3.8 FL&U: Shipper shall provide the FL&U in kind as described in Section 13.4 ("FL&U Adjustment") of the General Terms and Conditions. The quantities retained for FL&U shall be computed by multiplying the percentages by the applicable Receipt Quantities from Shipper for Transportation Service.

Shippers utilizing Bakken Leased Capacity shall provide FL&U in kind pursuant to the reimbursement percentages posted on Transporter's EBB for the applicable month. These percentages shall be applied to the quantities received from Shipper for Transportation Service to determine Shipper's FL&U. Such quantities shall be passed through to the Shipper and are not subject to the provisions of General Terms and Conditions Section 13.

- 3.9 Venting of Gas: Shipper shall be responsible for Unauthorized Overrun Gas Tendered to Transporter which is vented pursuant to Section 3.3 of the General Terms and Conditions hereof.
- 3.10 Incremental Facilities and Charges: When the construction of new minor facilities is required in order to provide service to Shipper, Shipper will pay Transporter for such facilities. The Parties shall agree as to whether Shipper shall (1) make a one-time 100 percent reimbursement for the cost of facilities or (2) pay the cost of facilities over a period of time agreed to by Shipper and Transporter. The facility charge will include the cost of the facilities, plus related taxes, plus interest as agreed to by the Parties, if the Shipper elects to reimburse Transporter for the facilities over a period of time.
- 3.11 Adjustment of Rates: Subject to the terms of the Agreement, Transporter reserves the right to prescribe and/or adjust at any time any of the rates applicable to service under any individual Agreement without adjusting any other rates for service under other Agreements. Downward adjustment to any rate shall be for a specific term. Unless otherwise agreed, at the expiration of the term specified in Exhibit A to the Agreement, the rate for Transportation Service shall revert to the maximum rate under this Rate Schedule.
- 3.12 Imbalance Management: Shipper shall be subject to the imbalance management provisions set forth in Section 10 of the General Terms and Conditions.
- 3.13 Third Party Charges: Shipper may, on a non-discriminatory basis, be required to pay to Transporter, if applicable, any Third Party Charges in accordance with Section 4.5 of the General Terms and Conditions. In no event shall such Third Party Charges paid by Shipper exceed the amount incurred and paid by Transporter for the applicable off-system capacity.
- 3.14 Other Charges: Shipper shall pay to Transporter when incurred by Transporter all charges related to service provided under this Rate Schedule, including any costs incurred by Transporter on behalf of Shipper.

4. Term

- 4.1 Termination Date: The Agreement shall continue in effect for the term described in Section 3 of the Agreement or the date which Transporter receives authority to, or is required to, abandon service rendered pursuant to its "blanket" transportation certificate of public convenience and necessity issued in FERC Docket No. CP90-706.

Transporter may terminate the Agreement with respect to service under Section 311 of the NGPA if it also terminates like service for others on a nondiscriminatory basis which is consistent with applicable regulatory law and regulations and secures any necessary regulatory approval(s).

5. General Terms and Conditions

The General Terms and Conditions contained in this Tariff, except as modified in the Agreement to accommodate specific operational requirements, are applicable to this Rate Schedule and are hereby made a part hereof.

## 1. DEFINITIONS

- 1.1 "Begin Date" shall mean the Day specified by a Shipper on which a Gas transaction is to begin. Most Gas transactions are to be effective for a full Gas Day. However, Shippers may indicate a requested beginning time when submitting Intraday Nominations.
- 1.2 "Bidding Shipper(s)" is any Shipper who is prequalified pursuant to Section 9 of the General Terms and Conditions to bid for capacity or who is a party to a prearranged release.
- 1.3 "Btu" shall mean 1 British thermal unit, which is the amount of heat required to raise the temperature of 1 pound of water 1 degree from 59 degrees to 60 degrees Fahrenheit. The reporting basis for Btu is 14.73 p.s.i.a. and 60 degrees F (101.325 kPa and 15 degrees C, and dry). Standardize the reporting basis for gigacalorie as 1.035646 Kg/cm<sup>2</sup> and 15.6 degrees C and dry. "MMBtu" shall mean 1 million Btu. One "Dth" (Dekatherm) is equivalent to one MMBtu. Thermal Conversion factors shall be stated using not less than three decimal places. However, for calculation purposes, not less than 6 decimal places should be used.
- 1.3A "Bakken Leased Capacity" shall mean that portion of Transporter's transmission system beginning at Transporter's Bighorn Point of Receipt located in Sheridan County, Wyoming and extending southward to the interconnection of Fort Union Gathering, L.L.C. with Transporter's Medicine Bow Lateral at the Fort Union Gas Gathering, L.L.C. Point of Delivery located in Converse County, Wyoming.
- 1.4 "Bumping" or "Bump" shall mean:
- (a) The reduction of a previously Scheduled and Confirmed Interruptible Transportation Quantity to permit Transporter to schedule and confirm a firm Transportation Nomination which has a higher priority and which was submitted as an Intraday Nomination.
  - (b) In the event that a discount is granted that affects previously scheduled quantities, "Bumping" or "Bump" shall also mean the reduction of a Firm Transportation Quantity previously scheduled and confirmed to permit Transporter to schedule and confirm a firm Transportation Intraday Nomination which has a higher priority.
  - (c) In the event of an intraday recall of released capacity, "Bumping" or "Bump" shall also mean the reduction of the Replacement Shipper's previously Scheduled and Confirmed Firm Transportation Quantity.

Bumping that affects transactions on multiple Transportation Service Providers' systems should occur at grid-wide synchronization times only (NAESB WGQ Standard No. 1.3.39). Pursuant to NAESB Standard 1.2.12, absent an agreement to the contrary between Transporter, Shipper and any affected interconnect Party, a Bump shall not result in a Scheduled Quantity that is less than the applicable elapsed pro rated flow quantity.

- 1.5 "Business Day" shall mean Monday, Tuesday, Wednesday, Thursday, and Friday, excluding Federal Bank Holidays.
- 1.5A "Carbon Dioxide Monitoring Location" or "CDM Location" shall mean a location on Transporter's system where Transporter monitors carbon dioxide content in the gas stream and is identified as a CDM Location on Transporter's interactive website, along with associated carbon associated carbon dioxide information. CDM Locations will be sited, as determined by Transporter in its reasonable operating judgment, at various locations on Transporter's system to allow Transporter to monitor and meet its carbon dioxide Tariff specification on its laterals and mainlines.
- 1.6 "Cash Out Index Price" shall mean the price calculated as the average of the daily average index prices for CIG as published on the Natural Gas Intelligence ("NGI") Daily Gas Price Index. Should the NGI Daily Gas Price Index become unavailable, Transporter shall base the Cash Out Index Price on information posted in a similar publication. The Cash Out Index Price shall be calculated and posted on Transporter's electronic bulletin board no later than 5:00 p.m. CCT on the fifth Business Day of the Month following the production month.
- 1.7 "Central Clock Time" or "CCT" shall mean Central Standard Time (CST) except for that period when daylight savings is in effect. During this period, CCT shall mean Central Daylight Time (CDT). Unless otherwise stated, all times in this Tariff are Central Clock Time (CCT).
- 1.8 "Confirmation" shall mean the verification of the Confirmed Quantity by the Confirming Parties. A Confirmation Response is a report provided via EDM which conforms to the requirements of the Data Dictionary standards as set forth in NAESB Standard 1.4.4. The Explicit Confirmation process requires that the Confirming Party respond to a Request for Confirmation or initiate an unsolicited Confirmation Response. Absent mutual agreement to the contrary, Explicit Confirmation is the default methodology. (NAESB WGQ Standard No. 1.3.40)
- (a) A "Confirmation Requester" is a Service Provider (including a Point Operator or an Interconnecting Party) which is seeking to confirm a quantity of Gas via the information outlined in NAESB WGQ Standard No. 1.4.3 with another Service Provider (the Confirming Party) with respect to a Nomination at a location. (NAESB WGQ Standard No. 1.2.8)
- (b) A "Confirming Party" is a Service Provider (including a Point Operator an Interconnecting Party) which provides a Confirmation for a quantity of Gas via the information outlined in NAESB WGQ Standard No. 1.4.4 to another Service Provider (the Confirmation Requester) with respect to a Nomination at a location. (NAESB Standard 1.2.9)
- (c) The term "Confirming Parties" refers to the Confirmation Requester and the Confirming Party. (NAESB Standard 1.2.10)

1.8 "Confirmation" (continued)

(d) "Confirmation by Exception" ("CBE") means that the Confirming Parties agree that one party deems that all requests at a location are Confirmed by the other party (the CBE Party) without response communication from that party. The CBE party can take exception to the request by so informing the other party within a mutually agreed upon time frame. (NAESB Standard 1.2.11)

1.9 "Confirmed Quantity" shall mean the final result of the confirmation process and is the quantity of gas stated in MMBtu or Dth which has been determined as authorized to flow on a specified Gas Day at a specified Point of Receipt or Delivery on behalf of a Shipper or Shippers. Transporter's Scheduled Quantity reports provided via EDM shall conform to the requirements of the Data Dictionary standards as set forth in NAESB Standards 1.4.5 and shall reflect Confirmed Quantities.

1.10 "Critical Notices" are defined, in conformance with NAESB Definition 5.2.1, as those notices which pertain to information of conditions on Transporter's system that affect scheduling or adversely affect scheduled gas flow.

1.11 "Cubic Foot" shall mean the volume of gas which would occupy a space of 1 cubic foot at a temperature of 60 degrees Fahrenheit and at a pressure of 14.73 pounds per square inch absolute (p.s.i.a.). "Mcf" shall mean 1,000 cubic feet. "MMcf" shall mean 1,000,000 cubic feet. Pressure Base conversion factors should be reported to not less than 6 decimal places. However, the reporting basis for Gas transactions is thermal. See definition of Dekatherm.

1.12 "Daily Nomination" or "Timely Nomination" shall mean a Nomination submitted by a Nominating Party in conformance with the Timely Nomination Schedule set forth in Section 6 of these General Terms and Conditions, one calendar day prior to the Begin Date of a Gas transaction.

1.13 Reserved

1.14 "Day" or "Gas Day" shall mean a period beginning at 9:00 a.m. Central Clock Time and ending at 9:00 a.m. Central Clock Time on the next calendar day.

1.15 "Dekatherm" or "Dth" shall mean the quantity of heat energy which is equivalent to 1,000,000 British Thermal Units (MMBtu). One Dekatherm of Gas shall mean the quantity of Gas which contains one Dekatherm of heat energy and will be reported on a dry MMBtu or Dth basis. Dth is the standard quantity unit for Nominations, Confirmations and Scheduled Quantities in the United States. The standard conversion factor between Dth and Canadian Gigajoules (Gj) is 1.055056 Gjs per Dth and between dekatherms and gigacalories (Mexico) is 0.251996 gigacalories per dekatherm. As used in this Tariff, related services agreements, statements and invoices, MMBtu and Dth are considered synonymous.

- 1.16 "Deliver" (or Delivers or Delivered) shall mean the Tender by Transporter to Shipper, or to a third party for Shipper's account, and the acceptance by Shipper or a third party for Shipper's account at the Point of Delivery under Shipper's agreement of quantities of Gas containing the same thermal content as the quantities received by Transporter for Transportation Service less the FL&U Adjustment.
- 1.17 "Delivery Quantities" (or Deliveries) shall mean the quantities of natural Gas Delivered at the Point of Delivery. The Delivery Quantities so determined shall be further adjusted, if appropriate, by any Gas vented as provided in Section 3.3 hereof during the same period of time.
- 1.18 "Downstream Party" shall mean the entity (name or identifying number) receiving Gas at a designated location as identified by a Shipper's Nomination.
- 1.18A "Echo Springs Lateral" shall mean that portion of Transporter's transmission system including all Point(s) of Receipt beginning at Transporter's interconnecting points located in Section 1, Township 19 North, Range 93 West, Carbon County, Wyoming and extending northeasterly terminating at Transporter's mainline in Section 17, Township 20 North, Range 92 West, Sweetwater County, Wyoming.
- 1.19 "Electronic Delivery Mechanism" or "EDM" shall mean the electronic communication methodology used to transmit and receive data related to Gas transactions. Transporter shall designate an electronic "site" at which Shippers and Transporter may exchange data electronically. All data provided at such site shall be considered as being delivered to the appropriate party.
- Transporter's use and implementation of EDM shall conform to all appropriate NAESB Standards.
- Furthermore, Transporter's implementation of EDM shall be specified in an Electronic Data Interchange Trading Partner Agreement, which shall substantially conform to the NAESB Model EDI Trading Partner Agreement.
- 1.20 "Electronic Transmission" or "Electronic Communication" shall mean the transmission of information via Transporter's electronic bulletin board, Transporter's standardized internet website, Electronic Data Interchange (EDI), including information exchanged via EDM. These terms exclude facsimile.
- 1.21 "End Date" shall mean the Day specified by a Shipper on which a Gas transaction is to end. Most Gas transactions are to be effective for a full Gas Day. However, Shipper may indicate a requested end time when submitting Intraday Nominations.



- 1.22 "Equivalent Quantities" shall mean the sum of the quantities of Gas measured in Dth received by Transporter for the account of Shipper at the Points of Receipt during any given period of time reduced by the FL&U Adjustment and any Gas vented as provided in Section 3.3 hereof during the same period of time. In determining Equivalent Quantities for Delivery, each Shipper shall provide the FL&U Adjustment based on the actual quantity of Gas Tendered by such Shipper to Transporter; provided, however, that each Shipper shall be responsible for Unauthorized Overrun Gas Tendered by it to Transporter which is vented under Section 3.3; provided further, that the FL&U Adjustment shall be modified periodically to reflect Transporter's actual operating experience as described in Section 1.27 ("FL&U Requirement"). Each Shipper's share of Transporter's total FL&U Requirement shall be calculated as a percentage of each Shipper's Gas at each Point of Receipt.
- 1.23 "FERC" shall mean the Federal Energy Regulatory Commission or any federal commission, agency, or other governmental body or bodies succeeding to, lawfully exercising, or superseding any powers which are exercisable by the Federal Energy Regulatory Commission.
- 1.24 "FL&U" shall mean Fuel Gas and Lost and Unaccounted-for Gas.
- 1.25 "FL&U Adjustment" shall mean the quantity of Gas to be retained by Transporter to replace its requirement for FL&U, and shall be reflected as a portion of all Receipt Quantities.
- 1.26 "FL&U Percentage", reported separately for Fuel Gas and L&U, shall refer to the percentages derived by dividing: (i) the sum of the Projected FL&U Requirement and the FL&U Requirement Adjustment (numerator); by (ii) the projected Receipt Quantities related to the anticipated Transportation Service for Shippers charged Fuel Gas and all Shippers charged L&U during the projected FL&U Requirement period (denominator).
- 1.27 "FL&U Requirement" shall mean the quantity of Gas expected to be required by Transporter during the effective period of FL&U Adjustment as determined by Transporter.
- 1.28 "Flow Path Secondary Capacity" shall mean the capacity status assigned to that portion of a Transportation transaction for which the Point of Receipt or the Point of Delivery lie outside the Primary Receipt-to-Delivery Flow Path when at least some part of such transaction passes through Shipper's Primary Receipt-to-Delivery Flow Path. Additionally, the Flow Path Secondary priority shall apply to any non-primary point that lies within Shipper's Primary Receipt-to-Delivery Flow Path, and such point shall be designated a Flow Path Secondary Point. Flow Path Secondary Capacity is limited by the capacity entitlement of the underlying transportation service agreement on the Primary Receipt-to-Delivery Flow Path Segment being used.
- 1.29 "Fuel Gas" shall mean the quantity of Gas which is required by Transporter for transportation related purposes to accomplish the Transportation Service for all Shippers.

- 1.30 "Gas" shall mean combustible hydrocarbon Gas.
- 1.31 "Gas Industry Standards Board" or "GISB" also known as "North American Energy Standards Board" or "NAESB" shall mean that accredited organization established to set standards for certain natural Gas industry business practices and procedures.
- 1.32 "GISB or NAESB or NAESB WGQ Standards" and "GISB or NAESB or NAESB WGQ Definitions" shall mean the standardized business practices, procedures, criteria, and definition of terms which have been adopted and published by the Wholesale Gas Quadrant of the North American Energy Standards Board and which have been adopted by reference by the FERC in compliance with 18 CFR, Section 284.12, as described in Section 22 of the General Terms and Conditions.
- 1.33 "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 Transporter for the actual water vapor content in the delivered Gas stream will be applied to the Btu calculations to correct for this water content.
- 1.34 "Interconnecting Party" shall mean the party or such party's designee that is responsible for operations of a natural Gas system which interconnects with Transporter's pipeline system and is responsible for verifying Nominations and scheduling Gas flow at such point of interconnections. An Interconnecting Party is also a Confirming Party and Confirmation Requester. Each Interconnecting Party is required to conform to the schedules set forth in Section 6 of these General Terms and Conditions of this Tariff, unless specifically exempted by Transporter.
- 1.35 "Intraday Nomination" shall mean a Nomination submitted by a Nominating Party after the Timely Nomination Deadline set forth in Section 6 of these General Terms and Conditions. Intraday Nominations shall be accepted for the following cycles pursuant to the schedule set forth in Section 6 of these General Terms and Conditions:
- a) Evening Cycle - the day prior to the Gas Day
  - b) Intraday 1 Cycle - during the Gas Day
  - c) Intraday 2 Cycle - during the Gas Day
  - d) Intraday 3 Cycle – during the Gas Day

1.35A Reserved.

1.35B "Loan", "Loaned", "Lend", or "Lending" shall mean Transporter's advancement of quantities of Gas to a Shipper pursuant to Rate Schedule PAL.

1.36 "Lost and Unaccounted-for Gas" or "L&U" shall mean the quantity of Gas required by Transporter to replace lost or otherwise unaccounted-for Gas (including vented Gas, other than Gas vented pursuant to Section 3.3 of the General Terms and Conditions) for Transportation Service for all Shippers. Lost and Unaccounted-for Gas shall be calculated by reducing the actual total system fuel and lost quantity (receipts minus Deliveries) by the actual Fuel Gas for the data collection period.

1.37 "Maximum Delivery Quantity" or "MDQ" shall mean the maximum quantity of Gas, expressed in Dths per Day, which Transporter shall be obligated under a service agreement to Deliver to Shipper or for Shipper's account. The MDQ listed on the service agreement between Transporter and Shipper is based on a thermal content for the operational area of Shipper's Primary Points of Receipt. The thermal content used for MDQ determinations for the six operational areas of Transporter's system are:

<u>Operational Area</u>	<u>Btu/cubic foot</u>
Medicine Bow Lateral	968
Bakken Leased Capacity	968
Wyoming Mainline and Echo Springs Lateral	1053
Piceance Basin Lateral	1050
Kanda Lateral	1050

Transporter continuously measures the thermal content of Gas on its system. If the thermal content in any Month deviates from the Btu per cubic foot levels stated above, or the then-current thermal content on which MDQ's are based, and Transporter reasonably determines that it will not be able to fully provide firm service due to the thermal change, Transporter can adjust each firm Shipper's MDQ. The MDQ adjustment will be posted on Transporter's electronic bulletin board, and will become effective on the first Day of the Month following posting. If an adjustment causes Shipper to be in an overrun situation, Shipper will not be liable for any overrun charges that are incurred during the first thirty days after implementation of the adjustment. In the event of an MDQ adjustment, Transporter shall also adjust its rates to prevent any undercharge or overcharge to Shippers which might otherwise result from the MDQ adjustments. The adjusted rates shall also be posted on Transporter's electronic bulletin board. The adjusted rates will be calculated by multiplying the fraction (Btu level stated above applicable to Shipper, or the then-current thermal content, divided by the new thermal content) by Transporter's rates that were applicable to Shipper. The adjusted rates will take effect the first Day of the Month that begins after the posting. The net effect on total payment due as a result of Shipper's adjusted MDQ and rates will be zero. Transporter will seek FERC approval if the adjustment to MDQ and rates, due to changes to the thermal content of the Gas, is more than 5 percent of the then-current thermal content. This provision also applies to Segmentation.

- 1.38 "Mcf" shall mean 1,000 cubic feet of Gas at a pressure of 14.73 p.s.i.a. and at a temperature of 60 degrees Fahrenheit. Pressure base conversion factors shall be stated with at least six decimal places. However, the reporting basis for Gas transactions is thermal. (See definition of Dth in this Section.)
- 1.39 "Medicine Bow Lateral" shall mean that portion of Transporter's transmission system including all Point(s) of Receipt beginning at Transporter's interconnecting points located in Section 33, Township 33 North, Range 73 West, Converse County, Wyoming and extending Southeasterly terminating at Transporter's mainline in Section 28, Township 12 North, Range 67 West, Weld County, Colorado.
- 1.40 "Month" shall mean the period beginning at 9:00 a.m. Central Clock Time on the first Day of the calendar month and ending at 9:00 a.m. Central Clock Time on the first Day of the next succeeding calendar month.
- 1.41 "Nominated Imbalance Quantity" shall mean any quantity of Gas which a Shipper includes in a Nomination for which the quantity at the Point of Receipt is not equal to the quantity at the Point of Delivery, after accounting for any appropriate FL&U. Nominated Imbalance Quantities may be Nominated by the Shipper at any time in anticipation of a prospective imbalance or to resolve an imbalance which occurred previously. Nominated Imbalance Quantities will be scheduled and confirmed in accordance with the provisions of Section 6 of these General Terms and Conditions.
- 1.42 "Nomination" or "Nominate" shall mean a request by a Shipper for a prospective transportation or pooling transaction under an executed service agreement and submitted to Transporter.
- (a) Valid Nomination is a data set which contains the mandatory data elements included in the NAESB Standards related to Nominations and any appropriate business conditional or mutually agreeable data elements, which is consistent with the provisions of the Shipper's service agreement, and which has been delivered to Transporter, or to Transporter via Electronic Communication, or when agreed to by Transporter, by facsimile. Shipper Nominations sent by EDM shall conform to the requirements of the Data Dictionary standards set forth in NAESB Standard 1.4.1.
- 1.43 "Nominating Party" shall mean a Shipper or such Shipper's designee authorized to submit Nominations to Transporter pursuant to Shipper's executed service agreements.
- 1.44 "Overrun Capacity" shall mean capacity other than Primary Capacity, Flow Path Secondary and/or Secondary Capacity on any portion of the Receipt-to-Delivery Flow Path as required under a firm transportation service agreement when Shipper Nominates for Transportation Service in excess of Shipper's contractual entitlements.

- 1.45 "Overrun Gas" shall mean the following:
- (a) Shipper may Nominate and Tender and Transporter may confirm and receive quantities in excess of Shipper's MDQ on a segment. Such quantities shall be considered as Overrun Gas and transported on an interruptible basis.
  - (b) In total, Shipper may nominate and Tender and Transporter may confirm and receive quantities pursuant to Segmentation transactions which exceed Shipper's MDQ. The quantity of capacity usage on any Segment which exceeds Shipper's MDQ shall be considered as Overrun Gas and shall be invoiced at the applicable maximum overrun rate.
- 1.46 "Package Identifier" or "Package ID" shall mean a Nomination data element which is provided at the service requestor's option to differentiate between discreet business transactions. (NAESB WGQ Standard No. 1.2.5) When used, Package ID should be:  
(a) supported for Nominating and scheduling; (b) mutually agreed between the applicable Parties for allocations and imbalance reporting; (c) supported for invoicing (sales and purchase); and (d) mutually agreed for Transport invoicing. (NAESB WGQ Standard No. 1.3.24) Package ID is not required for transportation invoicing. Use of the Package ID is at the discretion of the service requestor, and if sent, should be accepted and processed by the service provider. (NAESB WGQ Standard No. 1.3.25)
- 1.47 "Party" or "Parties" shall mean either Shipper or Transporter.
- 1.47A "Park" shall mean acceptance by Transporter of quantities of Gas Tendered by Shipper for Delivery at a later date pursuant to Rate Schedule PAL.
- 1.48 "Piceance Expansion" shall mean the expansion of the Piceance Basin Lateral certificated in Docket No. CP08-403-000.
- 1.49 "Point(s) of Delivery" shall mean the physical or logical point(s) (including Pool(s)) where Transporter Tenders Gas to Shipper or for Shipper's account.
- 1.50 "Point of Delivery Quantity" shall mean the quantity of Gas specified for Delivery to Shipper at a specific Point of Delivery under the agreement.
- 1.51 "Point(s) of Receipt" shall mean the physical or logical point(s) (including Pools) where Transporter receives Gas for the account of a Shipper for transportation.
- 1.52 "Point of Receipt Quantity" shall mean the quantity of Gas specified for receipt by Transporter at a specific Point of Receipt under the Agreement.
- 1.53 "Pool" shall mean a physical or logical point determined by Transporter at which supplies may be aggregated and disaggregated. Pool(s) are not valid Point(s) of Receipt or Delivery for determination of Primary Point(s), Capacity Scheduling or for Capacity Release.

- 1.54 "Pooler" shall mean that party holding an executed Pooling service agreement under this Tariff and on whose behalf Gas is being aggregated at a Pool. For purpose of Nominations, the term "Pooler" is synonymous with "Shipper".
- 1.55 "Pooling" shall mean the aggregation of multiple sources of supply to a single quantity and the disaggregation of such quantity to multiple markets or market contracts. "Headstation Pooling" shall mean the aggregation of supplies from one or more physical or logical Point(s) of Receipt to a designated Pool and the disaggregation of such aggregated quantities to one or more Transportation Service Agreement(s).
- 1.56 "Pooling Area" shall mean the area implied by the designation of various Segments and related to a specific Pool. Transporter's Pooling Area(s) and the Point(s) of Receipt and the related Headstation Pooling point(s) shall be posted on Transporter's electronic bulletin board.
- 1.57 Reserved
- 1.58 "Primary Capacity" shall mean the transmission system capacity on any portion of the Primary Receipt-to-Delivery Flow Path reserved for a Shipper under a firm transportation service agreement. On any pipeline segment, Primary Capacity is limited by the Primary Point(s) of Receipt Quantity upstream of such segment and the Primary Point(s) of Delivery Quantity downstream of such segment, whichever is less.
- 1.59 "Primary Point(s)" shall mean those Point(s) of Receipt and Delivery where Shipper is entitled to firm service.
- 1.60 "Quick Response" shall mean the preliminary response record generated by Transporter and made available to the Nominating Party indicating the successful receipt of a Nomination and the fact that such Nomination is correct and able to be processed or is incorrect and rejected. Transporter's Quick Response shall conform to the requirements of the Data Dictionary standards as set forth in NAESB Standard 1.4.2.
- 1.61 "Rank" shall mean the relative value provided at the Nominating Party's option as a data element in a Nomination. Such value shall indicate the Nominating Party's requested scheduling priority among Nominations for the same period under the same contract. One (1) shall indicate the highest priority and nine hundred ninety-nine (999) is the lowest.

- 1.61A "Rate Default" - For index-based capacity release transactions, Rate Default is the term used to describe the non-biddable rate specified in the capacity release offer to be used for invoicing purposes when the result of the index-based formula is unavailable or cannot be computed. If a Rate Default is not otherwise specified, the Rate Floor should serve as the Rate Default.
- 1.61B "Rate Floor" – Rate Floor is the term used to describe the lowest rate specified in the capacity release offer in dollars and cents that is acceptable to the Releasing Shipper. The Rate Floor may not be less than Transporter's minimum reservation rate or zero cents when there is no stated minimum reservation rate.
- 1.62 "Receipt-to-Delivery Flow Path" shall mean the path of Gas through and from a Point of Receipt to and through a Point of Delivery. Furthermore, "Primary Receipt-to-Delivery Flow Path" shall mean the path of Gas through and from a Primary Point of Receipt to and through a Primary Point of Delivery. The authorized direction of flow shall be from the Primary Point of Receipt to the Primary Point of Delivery.
- 1.63 "Receipt Quantities" shall mean all quantities of Gas received by Transporter at the Point(s) of Receipt for the account of Shipper for Transportation Service.
- 1.64 "Releasing Shipper" is any Shipper who has a transportation service agreement under Rate Schedule FT who elects to release all or a portion of its firm capacity, subject to the capacity release program contained in Section 9 of the General Terms and Conditions.
- 1.65 "Render" shall mean postmarked, or electronically delivered via Electronic Communication.
- 1.66 "Replacement Capacity Agreement" is an agreement between Transporter and the Replacement Shipper setting forth the rate(s) and the terms and conditions of the service for using capacity rights acquired pursuant to Section 9 of these General Terms and Conditions.
- 1.67 "Replacement Shipper" is any Shipper who acquires capacity rights from a Releasing Shipper through Transporter's capacity release program as contained in Section 9 of the General Terms and Conditions.
- 1.68 "Request for Confirmation" shall mean the information provided via EDM which conforms to the Data Dictionary standards as set forth in NAESB Standard 1.4.3. A Request for Confirmation may be sent by any operator to an interconnected operator to initiate the communication of a Confirmation Response. (See definition of Confirmation in this Section.)

- 1.69 "Scheduled Quantity" shall mean the quantity of Gas Transporter has determined it can transport, based on a Shipper's Nomination, from a specific Point of Receipt to a specific Point of Delivery on a designated Gas Day subject to Transporter's available transportation system capacity. Such quantities shall be determined pursuant to the provisions of Section 6 of these General Terms and Conditions and are subject to final Confirmation. Transporter's Scheduled Quantity reports provided via EDM shall conform to the requirements of the Data Dictionary standards as set forth in NAESB Standard 1.4.5.
- 1.70 "Secondary Capacity" shall mean capacity other than Primary Capacity or Flow Path Secondary Capacity under a firm transportation service agreement when Shipper Nominates at Secondary Points which lie outside of Shipper's Primary Receipt-to-Delivery Flow Path.
- 1.71 "Secondary Point(s)" shall mean those Points of Receipt and Delivery which are not specified in the firm transportation service agreement as Primary Points. Secondary Points which lie in the Primary Receipt-to-Delivery Flow Path are automatically awarded a scheduling status of Flow Path Secondary.
- 1.72 "Secondary Point of Delivery" shall mean a Point of Delivery which is not specified in the firm transportation service agreement as Primary Point(s) of Delivery and which is located outside of Shipper's Primary Receipt-to-Delivery Flow Path.
- 1.73 "Secondary Point of Receipt" shall mean a Point of Receipt which is not specified in the firm transportation service agreement as Primary Point(s) of Receipt and which is located outside of Shipper's Primary Receipt-to-Delivery Flow Path.
- 1.74 "Segment" shall mean a discrete portion of Transporter's pipeline system between two specific locations. Transporter shall evaluate the operating capacity of the Segment against the capacity requested for Transportation Service(s) by Shippers. In the event the requested capacity exceeds the Segment operating capacity, Transporter will follow the procedures specified in General Terms and Conditions Section 6 to reduce the transportation requests to the Segment operating capacity.
- 1.74A "Segmentation" shall refer to the ability of a Shipper holding a contract for firm transportation capacity to subdivide such capacity into Segments and to use those Segments for different capacity transactions. Segmentation may be effected by the Shipper by designating a number of discrete Transportation combinations (Points of Receipt to Points of Delivery), each of which being equal to or less than Shipper's Primary Capacity for that pipeline segment. The applicability and prerequisites for Segmentation are described in Section 8.1 of the General Terms and Conditions.



- 1.75 "Segmentation Point(s)" shall mean any non-Primary Point of Receipt or Point of Delivery identified on a Segmentation transaction. All Segmentation Point(s) which lie within the Shipper's Primary Receipt-to-Delivery Flow Path are automatically awarded a scheduling status of Flow Path Secondary for Nominated quantities up to Shipper's Segment entitlement. Segmentation Points of Receipt and/or Delivery which lie outside of the Primary Receipt-to-Delivery Flow Path are considered Secondary for scheduling. Nothing in this section shall preclude Shipper from acquiring Primary Point rights at Segmentation Point(s) and using such capacity on a Primary Capacity scheduling priority basis.
- 1.76 "Shipper" shall mean that Party on whose behalf Gas is being transported.
- 1.77 "Standard Quantity" for Nominations, Confirmations and scheduling shall mean Dekatherms per Gas Day in the United States, gigajoules per Gas Day in Canada and Mexico, and gigacalories per Gas Day in Mexico for transactions that occurred prior to the enactment of Mexico Resolution/RES 267/2006 dated September 7, 2006. (For reference 1 dekatherm = 1,000,000 Btu's; 1 gigajoule = 1,000,000,000 joules; and 1 gigacalorie = 1,000,000,000 calories.) For commercial purposes, the standard conversion factor between Dekatherms and gigajoules is 1.055056 gigajoules per Dekatherm and between Dekatherms and gigacalories is 0.251996 gigacalories per Dekatherm. The standard Btu is the International Btu, which is also called the Btu(IT); the standard joule is the joule specified in the SI system of units. (NAESB WGQ Standard No. 1.3.14)
- 1.78 "Tender" or "Tendered" shall mean making natural Gas available in accordance with all of the provisions of this Tariff and Shipper's transportation service agreement.
- 1.79 "Thermal Content" when applied to any volume of Gas shall mean the aggregate number of Btu's contained in such volume. The Thermal Content shall be determined by multiplying the volume of Gas in cubic feet by the Gross Heating Value of the Gas.
- 1.80 "Transportation Service" shall consist of the acceptance by Transporter of Gas Tendered by Shipper to Transporter at the Point(s) of Receipt, the transportation and Delivery of an equivalent quantity of Gas (minus FL&U Adjustment and any quantities vented pursuant to Section 3.3 hereof) to Shipper either directly, by displacement, or otherwise at the Point(s) of Delivery.
- 1.81 "Transporter" shall mean Wyoming Interstate Company, L.L.C., a limited liability company under the laws of the State of Colorado.
- 1.82 "Unauthorized Overrun Gas" shall mean Overrun Gas not accepted by Transporter for Nomination, pursuant to Section 6 hereof.
- 1.83 "Upstream Party" shall mean the entity (name or identifying number) Tendering Gas to Transporter at a designated location as identified by a Shipper's Nomination.

13. FUEL AND L&U

- 13.1 The FL&U Percentage(s) shall be stated separately on the Statement of Rates in Transporter's Tariff as a Fuel Gas component and an L&U component, and shall apply to all quantities received by Transporter under all Rate Schedules (except Rate Schedule HSP-1) in this Tariff. Furthermore, the FL&U Percentages shall be stated separately for Transporter's mainline and each lateral, as applicable.
- 13.2 The FL&U Percentage(s) shall be recomputed every three months. Transporter shall file with the FERC the documentation supporting such quarterly recomputation. The proposed FL&U Percentage(s) shall become effective on the proposed date after appropriate FERC review and notice.
- 13.3 Fuel Gas and the L&U will be assessed as follows:
- (a) For Shippers assessed both a Fuel Gas and L&U charge, should the sum of the Fuel Gas and the L&U components be less than zero, the FL&U Percentage shall be adjusted to zero and the quantities that would have reduced the calculation of the FL&U rates to below zero shall be excluded and applied to the calculation of the FL&U Percentage in future period(s), except as provided in Section 13.5(d) below. Such amounts will be deemed to be Excess Fuel Gas and L&U Quantities.
  - (b) For Shippers not assessed Fuel Gas pursuant to Section 13.6, the L&U Percentage shall not be less than zero. Quantities that would have reduced the calculation of the L&U percentage to below zero shall be excluded from the calculation and applied to the Fuel Gas percentage pursuant to Section 13.3(a), except as provided in Section 13.5(d) below. Such amount will be deemed to be Excess L&U Quantities.
- 13.4 The FL&U Adjustment quantity shall be calculated as a fixed ratio (FL&U Percentage) applied to all quantities received by Transporter during the effective period of the FL&U Percentages.
- For in-kind fuel reimbursement methods, Transporter will provide, if applicable, a fuel matrix for Receipt and Delivery point combinations. The shipper should not be responsible for calculating and totaling fuel based on each zone or facility traversed. (NAESB WGQ Standard No. 1.3.30)
- 13.5 The FL&U Requirement shall be calculated separately for all Incremental FL&U Percentages. FL&U shall be the sum of separately stated reimbursement percentages for Fuel Gas and for L&U. The FL&U Requirement shall include the following components:

13.5 (continued)

- (a) "Projected FL&U Requirement" shall mean the quantity of Gas which is the sum of the Fuel Gas and the Lost and Unaccounted-for Gas projected by Transporter to be required to support the anticipated Transportation Service for all Shippers under all Rate Schedules during the projected period.
- (b) "FL&U Requirement Adjustment" for December 1, 2009 forward shall mean the quantity of Gas which is the difference between: (i) the actual quantities of FL&U experienced by Transporter adjusted for anticipated changes in system operations; and (ii) the quantities of Gas retained by Transporter through application of the FL&U Percentages during the data collection period adjusted for any prior under or over-recoveries resulting from a prior true-up. Determination of the actual quantities of FL&U experienced during this period shall include an adjustment to eliminate the effect of changes in system line pack, if any. The data collection period shall be the most recent twelve months of available data ending on the last Day of the second previous Month before a FL&U Percentages filing is to be made (i.e., if the FL&U Percentages filing is to be made on October 31, the data collection period would be the previous twelve months ending on August 31).
- (c) FL&U calculations shall be accomplished pursuant to NAESB WGQ Standards.
  - (i) FL&U calculations shall be rounded to the nearest Dth for each Nomination transaction.
  - (ii) Balanced Nomination transactions are calculated as follows:  
  
Receipt Quantity times  $(1 - (\text{FL\&U Percentage} / 100))$  equals Delivery Quantity.
  - (iii) In the event of differences resulting from rounding the calculation of FL&U Adjustment, a Nomination shall not be rejected for differences less than 5 Dth.
  - (iv) FL&U Adjustment quantities have the same scheduling priority as their base Nomination.
  - (v) FL&U Percentages shall be posted by and be effective at the beginning of the Month.
- (d) Excess Fuel Gas and L&U Quantities.
  - (i) Transporter will remit by invoice credit the value of the Excess Fuel Gas and/or L&U quantities when any of the following occur:

13.5(d) (continued)

- (1) The Excess Fuel Gas and/or L&U quantities exceeds 50,000 Dth;  
or
  - (2) There has been Excess Fuel Gas and/or L&U quantities in three consecutive Fuel Gas and L&U filings.
- (ii) Excess Fuel Gas and/or L&U quantities will be valued at the Cash Out Index Price, as posted on Transporter's electronic bulletin board, for the month the Excess Fuel Gas and/or L&U quantities are calculated and deferred.
  - (iii) Invoice credits of deferred amounts will be remitted to Shippers using an allocation based on the ratio of a Shipper's Fuel Gas and/or L&U Receipt quantities to the total Fuel Gas and/or L&U quantities receipt quantity during the Period.

13.6 Fuel Gas shall not be assessed on the following types of transactions. However, the applicable L&U charge will be assessed on these transactions unless such charge is less than zero. Such L&U charge is set forth on the Statement of Rates:

- (a) When Transportation Service is provided using the displacement segments/routes identified here or on the electronic bulletin board:
  - (i) Mainline (east to west) to include:
    - (1) Cheyenne to Laramie
    - (2) Laramie to Rawlins
    - (3) Rawlins to Wam-WIC and
  - (ii) Laterals (away from Mainline) to include:
    - (1) Medicine Bow Lateral (south to north)
    - (2) Piceance Basin Lateral (north to south)
    - (3) Kanda Lateral (north to south)
- (b) When Transportation Service is provided in the Western No-Fuel Wheeling Area which is located on the western portion of WIC's mainline. The Western No-Fuel Wheeling Area shall consist of the facilities west of Wamsutter to the western terminus of Transporter's mainline. Transportation Service provided within this area that involves high pressure receipts and lower pressure deliveries will not be assessed Fuel Gas to the extent the transaction does not require the use of Transporter's compression to receive or deliver Gas. All receipt points in this area meet this requirement except as noted below.

13.6 (b) (continued)

- (i) Baxter to WIC - Compression is required for all Baxter to WIC receipts. Mainline Fuel Gas reimbursement will be assessed regardless of the nominated direction of Gas flow (east or west).
  - (ii) Piceance Lateral receipts will be subject to the Piceance Lateral Fuel Gas Adjustment and Piceance Lateral L&U percentage before entering the mainline.
  - (iii) Kanda Lateral receipts will be subject to the Kanda Lateral FL&U Adjustment before entering the mainline.
- (c) When Transportation Service is provided in the Eastern No-Fuel Wheeling Area which is located on WIC's mainline east of the Medicine Bow Lateral mainline junction. Transportation Service provided completely within this area will not be assessed Fuel Gas to the extent the transaction does not require the use of Transporter's compression to receive or deliver Gas. The current interconnect points included in the Eastern No-Fuel Wheeling Area are:

Bowie  
Dover  
Dullknife  
Flying Hawk  
Little Wolf  
Owl Creek  
Rockport  
Sitting Bull  
Thunder Chief  
Lonetree  
Silo Plant