

FERC GAS TARIFF  
THIRD REVISED VOLUME NO. 2  
(Superseding Second Revised Volume No. 2)  
of  
WYOMING INTERSTATE COMPANY, L.L.C.  
filed with the  
FEDERAL ENERGY REGULATORY COMMISSION

Communication Covering This Tariff Should Be Addressed To:

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P. O. Box 1087  
Colorado Springs, Colorado 80944

2 North Nevada Avenue  
Colorado Springs, Colorado 80903

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**List of Non-Conforming Agreements:**

Sequent Energy Management LLC (#219208-FTWIC)  
Spotlight Energy, LLC (#217274-FTWIC)  
Tenaska Marketing Ventures (#217271-FTWIC)

**List of Non-Conforming Negotiated Rate Agreements:**

Anadarko Energy Services Company (#41147)  
Black Hills Service Company, LLC (#215933-FTMWIC)  
Black Hills Service Company, LLC (#213585-FDBSWIC)  
Citadel Energy Marketing LLC (#217275-FTWIC)  
Mieco, Inc. (#217273-FTWIC)  
ONEOK Rockies Midstream, L.L.C. (#220517-FTBWIC)

## PRELIMINARY STATEMENT

This Third Revised Tariff Volume No. 2 applies to transportation of natural gas performed by Wyoming Interstate Company, L.L.C. ("Transporter"), to which the provisions of Section 284.7 of the Regulations of the Federal Energy Regulatory Commission ("FERC" or "Commission") are applicable. Transportation Service under this Tariff will be offered to all Parties requesting service hereunder on a basis which does not violate the FERC standards of undue discrimination. This Tariff shall also apply to any other Transportation Service on behalf of others as to which all or portions of such Tariff are made applicable by order of the FERC pursuant to applications filed by Transporter.

Transporter's system map can be found using:

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

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

## POINTS OF CONTACT

### Payments:

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

Payment information: (See the address and account number identified on the invoice.)

### Notices:

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

Wyoming Interstate Company, L.L.C.  
P. O. Box 1087  
Colorado Springs, Colorado 80944  
Attention: Marketing Department  
Facsimile No. (719) 520-4878  
Telephone No. (719) 520-4245 or (719) 520-4250  
E-mail: #KMWestMarketing@KinderMorgan.com

### Nominations:

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

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

### Formal Complaints:

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

### Informal Complaints:

Vice President, Regulatory (719) 520-3778



## STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS

Section 1	Service Rates
Section 1.1	Firm Rates
Section 1.2	Interruptible Rates
Section 1.3	Surcharges Rates
Section 2	Fuel and L&U Rates
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## SERVICE RATES

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



Surcharge -----	Rate -----
FERC Annual Charge Adjustment.....	Posted on the Commission website at <a href="http://www.ferc.gov">http://www.ferc.gov</a>

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS  
 RATES PER DTH

Particulars -----	Current Reimbursement -----	True-up -----	Total -----
Mainline System			
Fuel Gas Percentage (Note 3)	0.49%	-0.04%	0.45%
L&U Percentage (Note 3)	0.00%	0.00%	0.00%
	-----	-----	-----
Total FL&U Percentage	0.49%	-0.04%	0.45%
L&U Percentage (Note 11)	0.00%	0.00%	0.00%
Medicine Bow Incremental			
Fuel Gas Percentage (Note 3) (Note 6)	0.37%	-0.10%	0.27%
L&U Percentage (Note 3) (Note 6)	0.00%	0.00%	0.00%
	-----	-----	-----
Total FL&U Percentage	0.37%	-0.10%	0.27%
L&U Percentage (Note 11)	0.00%	0.00%	0.00%
Bakken Leased Capacity Incremental			
Fuel Gas Percentage (Note 7)	n/a	n/a	0.50%
L&U Percentage (Note 7)	n/a	n/a	0.00%
			-----
Total FL&U Percentage	n/a	n/a	0.50%
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	0.53%	-0.01%	0.52%
L&U Percentage To Transporter's Mainline System	0.00%	0.00%	0.00%
	-----	-----	-----
Total FL&U Percentage	0.53%	-0.01%	0.52%
L&U Percentage (Note 11)	0.00%	0.00%	0.00%
Fuel Gas Percentage To Other Pipelines	0.53%	-0.01%	0.52%
L&U Percentage To Other Pipelines	0.00%	0.00%	0.00%
	-----	-----	-----
Total FL&U Percentage	0.53%	-0.01%	0.52%
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.

## STATEMENT OF NEGOTIATED RATES

Statement of Negotiated Rates  
(Rates per Dth/d)

Rate Schedule FT Shipper Identification	Term of Service	MDQ (Dth/d)	Reservation Rate 1/ 4/	Commodity Rate 4/	Primary Point(s) of Receipt	Primary Point(s) of Delivery
Castleton Commodities Merchant Trading L.P. #215883-FTWIC 5/	6/1/23 – 5/31/30	30,000	1a/	1/	800104 Bowie	896114 Three Mile
			1a/	1/	<u>Primary and Secondary Point(s) of Receipt</u>	<u>Primary and Secondary Point(s) of Delivery</u>
					800104 Bowie	896114 Three Mile
					800116 Baxter to WIC	800104 Bowie
					800115 Bitter Creek	800115 Bitter Creek
					800336 Kanda to WIC	800212 Dover
					896043 Lost Creek	896002 Dullknife
					800528 Overthrust/WIC	800245 Flying Hawk
					800666 Rawlins to WIC	896018 Little Wolf
					800633 Red Rim	800528 Overthrust/WIC
					800760 Wamsutter to WIC	896026 Owl Creek
					896017 Wapiti	800666 Rawlins to WIC
						896021 Rockport
						896084 Sitting Bull
						800716 Thunder Chief
			1/	1/	Any Receipt and Delivery Point combinations that do not pair a primary or secondary Receipt Point listed immediately above with a Primary or Secondary Delivery Point listed immediately above.	

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rates(s) shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$2.4115 per Dth per month, which shall be payable regardless of quantities transported.
- 2/ Applicable FL&U Percentages(s) shall be as stated in Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.



3/ **Surcharges, If Applicable:**

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

**ACA:**

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

4/ Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.5 of the General Terms and Conditions of the Tariff.

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

Reserved

Statement of Negotiated Rates  
 (Rates per Dth/day)

Rate Schedule FT Shipper Identification	Term of Service	MDQ (Dth/d)	Reservation Rate 1/ 4/	Commodity Rate 4/	Primary Receipt Point(s)	Primary Delivery Point(s)
Citadel Energy Marketing LLC #218314-FTWIC	4/1/25 – 3/31/31	190,000	1a/	1/	896062 RIO BLANCO	800528 OVERTHRUST/ WIC SWE
	4/1/25 – 3/31/31		1a/	1/	Secondary Receipt Point(s)	Secondary Delivery Point(s)
					47968 WALCOTT JUNCTION	47968 WALCOTT JUNCTION
					48646 SILO PLANT	48646 SILO PLANT
					800104 BOWIE	800104 BOWIE
					800115 BITTER CREEK	800115 BITTER CREEK
					800116 BAXTER TO WIC	800116 BAXTER TO WIC
					800212 DOVER METER ST	800212 DOVER METER ST
					800245 FLYING HAWK	800245 FLYING HAWK
					800336 KANDA TO WIC-QUES	800336 KANDA TO WIC-QUES
					800528 OVERTHRUST/ WIC	800528 OVERTHRUST/ WIC
					800561 PICEANCE JUNCTION	800561 PICEANCE JCTN
					800633 RED RIM	800633 RED RIM
					800666 RAWLINS TO WIC	800666 RAWLINS TO WIC
					800709 SWEETWATER	800709 SWEETWATER
					800716 THUNDER CHIEF	800716 THUNDER CHIEF
					800722 TRAPPERS LAKE	800722 TRAPPERS LAKE
					800760 WAMSUTTER TO WIC	800760 WAMSUTTER TO WIC
					800844 PICEANCE BASIN	800844 PICEANCE BASIN
					800899 WIC HEADSTATION	800899 WIC HEADSTATION
					801488 EAST MAINLINE	801488 EAST MAINLINE
					896002 DULLKNIFE METER	896002 DULLKNIFE METER
					896018 LITTLE WOLF	896018 LITTLE WOLF
					896021 ROCKPORT	896021 ROCKPORT
					896026 OWL CREEK	896026 OWL CREEK
					896054 CRESTON	896054 CRESTON
					896061 YELLOW JACKET PASS	896061 YELLOW JACKET
					896062 RIO BLANCO	896062 RIO BLANCO
					896084 SITTING BULL	896084 SITTING BULL
					896114 THREEMILE	896114 THREEMILE
			1/	1/	Any Receipt and Delivery Point combinations that do not pair a Primary or Secondary Receipt Point listed immediately above with a Primary or Secondary Delivery Point listed immediately above in this Exhibit B.	

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$3.1938 per Dth per month, which shall be payable regardless of quantities transported.
- 2/ Applicable FL&U Percentage(s) shall be as stated in Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, If Applicable:  
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.  
ACA:  
The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions as set forth in the Tariff.
- 4/ Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.5 of the General Terms and Conditions of the Tariff.
- 5/ This contract does not deviate in any material aspect from the form of service agreement.

Reserved

Statement of Negotiated Rates  
 (Rates per Dth/day)

Rate Schedule FT Shipper Identification	Term of Service	MDQ (Dth/d)	Reservation Rate 1/ 5/	Commodity Rate 1/ 5/	Authorized Overrun Rates 1/	Primary Receipt Point(s)	Primary Delivery Point(s)
Continental Resources, Inc. #219334-FTMWIC 2/ 3/							
	8/1/24 – 11/30/24	105,000	1a/	1/	4/	47849 BUCKING HORSE	800716 THUNDERCHIEF
	12/1/24 – 11/30/26	60,000	1/	1/		47849 BUCKING HORSE	800716 THUNDERCHIEF
						<u>Secondary Receipt Point(s)</u>	<u>Secondary Delivery Point(s)</u>
	8/1/24 – 11/30/24		1a/	1/		All WIC Medicine Bow Receipt Points	All WIC Medicine Bow Delivery Points 892022 Antelope 896060 Cottonwood 890031 Medicine Bow 896029 Thunder Creek
	8/1/24 – 11/30/24		1b/	1/		All WIC Medicine Bow Receipt Points	All WIC Mainline Delivery Points
	8/1/24 – 11/30/24		1/	1/		Any Receipt and Delivery Point combinations that do not pair a Primary or Secondary Receipt Point listed immediately above with a Primary or Secondary Delivery Point listed immediately above.	
	12/1/24 – 11/30/26		1/	1/		All	All

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$3.3124 per Dth per month, which shall be payable regardless of quantities transported.
- 1b/ As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$0.0100 per Dth per day in addition to the monthly Reservation Rate set forth in Footnote 1(a) to be charged only on quantities actually delivered by Transporter to Shipper at these points.
- 2/ Applicable FL&U Percentage(s) shall be as stated in Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, If Applicable:  
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.  
  
ACA:  
The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions as set forth in the Tariff.
- 4/ Subject to Transporter's authorized maximum and minimum rates in effect from time to time, a rate of \$0.0899 per Dth shall apply to Daily Authorized Overrun of up to 10,000 Dth.
- 5/ Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.5 of the General Terms and Conditions of the Tariff.
- 6/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates  
(Rates per Dth/day)

Rate Schedule FT Shipper Identification	Term of Service	MDQ (Dth/d)	Reservation Rate 1/ 4/	Commodity Rate 4/	Primary Receipt Point(s)	Primary Delivery Point(s)
NRG Business Marketing LLC #219183-FTWIC	4/1/2022 – 3/31/2026	20,000	1a/	1/	800722 TRAPPERS LAKE	800513 HAMS FORK
					Secondary Receipt Point(s)	Secondary Delivery Point(s)
					896062 RIO BLANCO	800528 OVERTHRUST/WIC
					47968 WALCOTT JUNCTION	47968 WALCOTT JUNCTION
					48646 SILO PLANT	48646 SILO PLANT
					800104 BOWIE	800104 BOWIE
					800115 BITTER CREEK	800115 BITTER CREEK
					800116 BAXTER TO WIC	800116 BAXTER TO WIC
					800212 DOVER METER ST	800212 DOVER METER ST
					800245 FLYING HAWK	800245 FLYING HAWK
					800336 KANDA TO WIC-QUES	800336 KANDA TO WIC-QUES
					800528 OVERTHRUST/WIC	800561 PICEANCE JCTN
					800561 PICEANCE JUNCTION	800633 RED RIM
					800633 RED RIM	800666 RAWLINS TO WIC
					800666 RAWLINS TO WIC	800709 SWEETWATER
					800709 SWEETWATER	800716 THUNDER CHIEF
					800716 THUNDER CHIEF	800722 TRAPPERS LAKE
					800722 TRAPPERS LAKE	800760 WAMSUTTER TO WIC
					800760 WAMSUTTER TO WIC	896002 DULLKNIFE METER
					800844 PICEANCE BASIN	896017 WAPITI
					800899 WIC HEADSTATION	896018 LITTLE WOLF
					801488 EAST MAINLINE	896021 ROCKPORT
					896002 DULLKNIFE METER	896026 OWL CREEK
					896017 WAPITI	896043 LOST CREEK WIC
					896018 LITTLE WOLF	896054 CRESTON
					896021 ROCKPORT	896061 YELLOW JACKET
					896026 OWL CREEK	896062 RIO BLANCO
					896043 LOST CREEK WIC	896084 SITTING BULL
					896054 CRESTON	896114 THREEMILE
					896061 YELLOW JACKET	800425 MEEKER PLANT
					896084 SITTING BULL	54880 LONE TREE
					896114 THREEMILE	800844 PICEANCE BASIN
					800425 MEEKER PLANT	800899 WIC HEADSTATION
					54880 LONE TREE	801488 EAST MAINLINE
					800276 GRANGER	800513 HAMS FORK
					800188 CLEAR CREEK REC	800276 GRANGER
					800579 PIONEER PLANT	800579 PIONEER PLANT



800513 HAMS FORK	800522 OPAL PROCESSING
941002 TOPAZ RIDGE	941002 TOPAZ RIDGE
800617 ROBERSON CREEK	800617 ROBERSON CREEK
800658 RYCKMAN WTD	800655 RYCKMAN INJ
800789 QPC WHITNEY	800789 QPC WHITNEY
800526 PAINTER	800526 PAINTER
800522 OPAL PROCESSING	800186 CLEAR CREEK DEL

1/	1/	Any Receipt and Delivery Point combinations that do not pair a Primary or Secondary Receipt Point listed immediately above with a Primary or Secondary Delivery Point listed immediately above.
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- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$3.0417 per Dth per Month as the applicable total of the Piceance Basin Incremental Reservation Rate and the Mainline Reservation Rate, which is not subject to any maximum or minimum rates and which shall be payable regardless of quantities transported.
- 2/ Applicable FL&U Percentage(s) shall be as stated in Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, If Applicable:  
 All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.  
 ACA:  
 The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions as set forth in the Tariff.
- 4/ Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.5 of the General Terms and Conditions of the Tariff.
- 5/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates  
 (Rates per Dth/day)

Rate Schedule FT Shipper Identification	Term of Service	MDQ (Dth/d)	Reservation Rate 1/ 4/	Commodity Rate 4/	Primary Receipt Point(s)	Primary Delivery Point(s)
NRG Business Marketing LLC #219182-FTWIC	4/1/2022 – 3/31/2026	12,500	1a/	1/	800722 TRAPPERS LAKE	800528 OVERTHRUST/ WIC SWE
			1a/	1/	Secondary Receipt Point(s)	Secondary Delivery Point(s)
					896062 RIO BLANCO	800528 OVERTHRUST/ WIC
					47968 WALCOTT JUNCTION	47968 WALCOTT JUNCTION
					48646 SILO PLANT	48646 SILO PLANT
					800104 BOWIE	800104 BOWIE
					800115 BITTER CREEK	800115 BITTER CREEK
					800116 BAXTER TO WIC	800116 BAXTER TO WIC
					800212 DOVER METER ST	800212 DOVER METER ST
					800245 FLYING HAWK	800245 FLYING HAWK
					800336 KANDA TO WIC-QUES	800336 KANDA TO WIC-QUES
					800528 OVERTHRUST/ WIC	800561 PICEANCE JCTN
					800561 PICEANCE JUNCTION	800633 RED RIM
					800633 RED RIM	800666 RAWLINS TO WIC
					800666 RAWLINS TO WIC	800709 SWEETWATER
					800709 SWEETWATER	800716 THUNDER CHIEF
					800716 THUNDER CHIEF	800722 TRAPPERS LAKE
					800722 TRAPPERS LAKE	800760 WAMSUTTER TO WIC
					800760 WAMSUTTER TO WIC	896002 DULLKNIFE METER
					800844 PICEANCE BASIN	896017 WAPITI
					800899 WIC HEADSTATION	896018 LITTLE WOLF
					801488 EAST MAINLINE	896021 ROCKPORT
					896002 DULLKNIFE METER	896026 OWL CREEK
					896017 WAPITI	896043 LOST CREEK WIC
					896018 LITTLE WOLF	896054 CRESTON
					896021 ROCKPORT	896061 YELLOW JACKET
					896026 OWL CREEK	896062 RIO BLANCO
					896043 LOST CREEK WIC	896084 SITTING BULL
					896054 CRESTON	896114 THREEMILE
					896061 YELLOW JACKET	800425 MEEKER PLANT
					896084 SITTING BULL	54880 LONE TREE
					896114 THREEMILE	800844 PICEANCE BASIN
					800425 MEEKER PLANT	800899 WIC HEADSTATION
					54880 LONE TREE	801488 EAST MAINLINE

1/                      1/                      Any Receipt and Delivery Point combinations that do not pair a  
Primary or Secondary Receipt Point listed immediately above with a  
Primary or Secondary Delivery Point listed immediately above.

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$3.0417 per Dth per Month as the applicable total of the Piceance Basin Incremental Reservation Rate and the Mainline Reservation Rate which is not subject to any maximum or minimum rates and which shall be payable regardless of quantities transported.
- 2/ Applicable FL&U Percentage(s) shall be as stated in Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, If Applicable:  
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.  
ACA:  
The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions as set forth in the Tariff.
- 4/ Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.5 of the General Terms and Conditions of the Tariff.
- 5/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates  
 (Rates per Dth/day)

Rate Schedule FT Shipper Identification	Term of Service	MDQ (Dth/d)	Reservation Rate 1/ 4/	Commodity Rate 4/	Primary Receipt Point(s)	Primary Delivery Point(s)
BP Energy Company #219230-FTWIC 5/	6/1/2022 – 4/30/2028	30,000	1a/	1/	800722 TRAPPERS LAKE	800528 OVERTHRUST/ WIC SWE
			1a/	1/	Secondary Receipt Point(s)	Secondary Delivery Point(s)
					896062 RIO BLANCO	800528 OVERTHRUST/ WIC
					47968 WALCOTT JUNCTION	47968 WALCOTT JUNCTION
					48646 SILO PLANT	48646 SILO PLANT
					800104 BOWIE	800104 BOWIE
					800115 BITTER CREEK	800115 BITTER CREEK
					800116 BAXTER TO WIC	800116 BAXTER TO WIC
					800212 DOVER METER ST	800212 DOVER METER ST
					800245 FLYING HAWK	800245 FLYING HAWK
					800336 KANDA TO WIC-QUES	800336 KANDA TO WIC-QUES
					800528 OVERTHRUST/ WIC	800561 PICEANCE JCTN
					800561 PICEANCE JUNCTION	800348 KANDA JCTN
					800348 KANDA JCTN	800633 RED RIM
					800633 RED RIM	800666 RAWLINS TO WIC
					800666 RAWLINS TO WIC	800709 SWEETWATER
					800709 SWEETWATER	800716 THUNDER CHIEF
					800716 THUNDER CHIEF	800722 TRAPPERS LAKE
					800722 TRAPPERS LAKE	800760 WAMSUTTER TO WIC
					800760 WAMSUTTER TO WIC	800844 PICEANCE BASIN
					800844 PICEANCE BASIN	800899 WIC HEADSTATION
					800899 WIC HEADSTATION	801488 EAST MAINLINE
					801488 EAST MAINLINE	896002 DULLKNIFE METER
					896002 DULLKNIFE METER	896018 LITTLE WOLF
					896018 LITTLE WOLF	896021 ROCKPORT
					896021 ROCKPORT	896026 OWL CREEK
					896026 OWL CREEK	896054 CRESTON
					896054 CRESTON	896061 YELLOW JACKET
					896061 YELLOW JACKET	896062 RIO BLANCO
					896084 SITTING BULL	896084 SITTING BULL
					896114 THREEMILE	896114 THREEMILE
					54880 LONE TREE	54880 LONE TREE
			1/	1/	Any Receipt and Delivery Point combinations that do not pair a Primary or Secondary Receipt Point listed immediately above with a Primary or Secondary Delivery Point listed immediately above.	

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$3.0417 per Dth per Month as the applicable total of the Piceance Basin Incremental Reservation Rate and the Mainline Reservation Rate which is not subject to any maximum or minimum rates and which shall be payable regardless of quantities transported.
- 2/ Applicable FL&U Percentage(s) shall be as stated in Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, If Applicable:  
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.  
ACA:  
The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions as set forth in the Tariff.
- 4/ Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.5 of the General Terms and Conditions of the Tariff.
- 5/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates  
(Rates per Dth/day)

Rate Schedule FT Shipper Identification	Term of Service	MDQ (Dth/d)	Reservation Rate 1/ 4/	Commodity Rate 4/	Primary Point(s) of Receipt	Primary Point(s) of Delivery
Black Hills Service Company, LLC #219874-FTWIC 5/	12/1/2022 – 10/31/2025	28,150	1a/	1/	56119 MEDBOW FDBS BH	800104 BOWIE WELD
			1a/	1/	Secondary Point(s) of Receipt 800104 BOWIE WELD	Secondary Point(s) of Delivery 56119 MEDBOW FDBS BH
			1b/	1/	Any Receipt and Delivery Point combinations using at least one point on Transporter's Mainline as a Secondary Point that does not use both Secondary Points listed immediately above in this Exhibit B.	

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$0.9125 per Dth per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- 1b/ As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$0.1000 per Dth per Day in addition to the monthly Reservation Rate set forth in Footnote (1a) for Transporter's Mainline reservation rate to be charged only on quantities of gas actually delivered by Transporter to Shipper (or for Shipper's account) at these points.
- 2/ Applicable FL&U Percentage(s) shall be as stated in Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, If Applicable:  
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.  
ACA:  
The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions as set forth in the Tariff.

- 4/ Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.5 of the General Terms and Conditions of the Tariff.
- 5/ This contract does not deviate in any material aspect from the form of service agreement.

Reserved



## RATE SCHEDULES

Section 1	FT	Firm Transportation Service
Section 2	IT	Interruptible Transportation Service
Section 3	HSP-1	Headstation Pooling Service
Section 4	PAL	Interruptible Parking and Lending Service
Section 5	FDBS	Firm Daily Balancing Service

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.

RATE SCHEDULE HSP-1  
Headstation Pooling Service

1. AVAILABILITY

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

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule shall apply to all services rendered by Transporter for Pooler within a Pooling Area, pursuant to the executed Agreement under this Rate Schedule HSP-1.
- 2.2 Service under this Rate Schedule HSP-1 shall permit the Pooler to Nominate and aggregate receipts of natural Gas quantities within a Pooling Area to the related Headstation Pool ("Pool") for subsequent payback to designated service Agreement(s) ("Downstream Agreement(s)") that are transporting such Gas from the Pool aggregation point to Point(s) of Delivery on Transporter's transmission system, or for payback to another Pooling Agreement at the same Pool aggregation point. Additionally, a Pooler may receive Gas from another Pooler's account at the same Pool aggregation point.
- 2.3 Pooler may Nominate natural Gas supplies from any designated Point(s) of Receipt within the Pooling Area, or from another Pooler's account in the same Pooling Area, in accordance with the provisions of Section 6 of the General Terms and Conditions. Such Nominated quantities shall be aggregated at the Pool and treated as quantities received at a single Receipt Point for Downstream Shipper(s) Nominating quantities of Gas from the Pool for downstream Transportation Service, or for use in another Pool account in the same Pooling Area.
- 2.4 Downstream Shipper(s), including other Poolers, shall receive Nominated quantities of Gas at a Pool according to the priorities provided by the Pooler under this Rate Schedule HSP-1 in accordance with Section 6 of the General Terms and Conditions and to the extent such priorities are not in conflict with other scheduling priorities stated in this Tariff.
- 2.5 Allocation of Gas for Pooler(s) under this Rate Schedule HSP-1 shall be determined according to the provisions of Section 6 of the General Terms and Conditions.
- 2.6 For purposes of determining imbalances under this Rate Schedule HSP-1, overdeliveries at one Point of Receipt within a Pooling Area may be offset by underdeliveries at another Point of Receipt within the same Pooling Area. Nothing contained in this provision shall eliminate Pooler's obligations to resolve imbalances as described under Section 10 of the General Terms and Conditions.

### 3. CHARGES

Each Month, Pooler shall pay to Transporter the following charges:

3.1 Commodity Charges. None.

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

### 4. FL&U

4.1 FL&U does not apply to this Rate Schedule HSP-1.

### 5. TITLE TRANSFER TRACKING SERVICE

5.1 Title Transfer Tracking (“TTT”) shall be provided pursuant to General Terms and Conditions Section 6.13.

5.2 For any Day when Pooler desires Transporter to track a title transfer for Pooler's account under this Rate Schedule, then Pooler shall Nominate to Transporter in accordance with the General Terms & Conditions of this Tariff, specifying:

- (a) the quantity of gas subject to the title transfer;
- (b) the selling and/or purchasing parties, and
- (c) the desired eligible Headstation Pool.
- (d) When Pooler's nomination is properly confirmed subject to the limitations set forth in this Rate Schedule, then such quantity shall constitute a TTT quantity at that Headstation Pool.
- (e) Pooler is required to balance the quantities Nominated for sale and for purchase under TTT service at each Headstation Pool in each Nomination cycle and for each Day.

### 6. GENERAL TERMS AND CONDITIONS

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

**RATE SCHEDULE PAL  
INTERRUPTIBLE PARKING AND LENDING SERVICE**

**1. AVAILABILITY**

- 1.1 This Rate Schedule is available to any Party (hereinafter referred to as "Shipper") and provides for interruptible Gas Parking and Gas Lending service ("PAL") by Transporter at a specified Point(s) of Receipt or Point(s) of Delivery, subject to available line pack, when Shipper desires Parking and Lending service.
- (a) Parking and Lending service under this Rate Schedule will be performed when in Transporter's reasonable judgment Transporter has determined that line pack capacity is available on its existing facilities and that it has the operational flexibility to provide such service without detriment or disadvantage to Transporter's firm obligations, system operational needs and interruptible Transportation Service. Transporter will post on its electronic bulletin board the availability of PAL from time to time.
  - (b) Shipper has made a complete request for Parking and Lending service in accordance with Section 4 of the General Terms and Conditions.
  - (c) Shipper has met the service requirements specified in Section 4 of the General Terms and Conditions, including the creditworthiness conditions specified in Section 4.13 of the General Terms and Conditions.
  - (d) Shipper and Transporter have executed an Interruptible Parking and Lending Service Agreement ("Agreement") and related Park and Loan Service Request Order ("PAL RO") pursuant to the terms of this Rate Schedule and the PAL Form of Service Agreement contained in the Tariff in Part V: Service Agreement. When executed by Transporter and Shipper, the underlying PAL RO shall evidence the Parties' agreement as to the terms of the particular transaction(s) to park and loan Gas pursuant to the PAL Agreement.

**2. APPLICABILITY AND CHARACTER OF SERVICE**

- 2.1 This Rate Schedule PAL shall apply to Parking and Lending of Gas Tendered by Transporter to Shipper or from Shipper to Transporter on an interruptible basis subject to the limitations set forth in the executed Agreement and underlying PAL RO(s), this Rate Schedule and the applicable provisions of the General Terms and Conditions.
- (a) Parking and Lending Service is subject to interruption at any time and such interruptions may be in effect for extended periods of time.
  - (b) Locations eligible for PAL service hereunder will be made available to Shipper on a mutually agreeable and non-discriminatory basis.

2.1 (continued)

- (c) In the event that Parked quantities remain in Transporter's system and/or Loaned quantities have not been paid back to Transporter's system after the expiration of any Agreement and PAL RO executed by Shipper and Transporter, Transporter and Shipper may mutually agree to an extended time frame and/or modified terms, including the rate of such PAL RO, to permit Shipper to payback and/or withdraw such quantities. If Shipper and Transporter do not agree to extend and/or modify terms, the rates charged under the PAL RO shall be the maximum rates as set forth on Part II, Statement of Rates, Section 1.2 – Interruptible Rates.

2.2 Parking and Lending Service hereunder is available at all mutually agreeable points of receipt and delivery, including virtual points, on Transporter's existing system unless otherwise posted on its interactive website from time to time.

- (a) In no event shall Transporter be required to provide service under this Rate Schedule that would require Transporter to install, operate, acquire or maintain additional facilities.

2.3 Parking and Lending Service available under this Rate Schedule includes:

- (a) Parking Service - Parking service shall consist of the receipt of Gas by Transporter at the designated point(s), on the designated date(s), as requested in the PAL RO and approved by Transporter, the holding of the Parked quantity for Shipper's account at the designated point(s) and Transporter's subsequent withdrawal of Parked quantities of Gas to Shipper on the date(s) designated in the PAL RO at the original point(s) where gas was received as specified in the PAL RO.
- (b) Lending Service - Lending service shall consist of Transporter's advancement of quantities of Gas, requested by Shipper and approved by Transporter on the designated date(s) specified in the PAL RO and the subsequent pay back of such advanced (Loaned) quantities by Shipper to Transporter at the original point(s) where the loan occurred as specified in the PAL RO.
- (c) Parked quantities must be withdrawn or Loaned quantities must be paid back to the original designated point(s). If Parked quantities are withdrawn or Loaned quantities are paid back to a point other than the original point(s), Shipper shall be responsible for arranging Transportation Service to or from the original point(s) and for paying all applicable charges and surcharges.

2.4 Service rendered under this Rate Schedule shall be provided for a minimum of a one (1) Day term.

- 2.5 Shipper may be required to clear all Park or Loan imbalances at any given time. Shipper may be required to submit timely Nominations under the applicable PAL RO pursuant to Section 6 of the General Terms and Condition in the next available nomination cycle to eliminate up to 33 percent of Shipper's outstanding Park or Loan balance or up to 5,000 Dth on any Day, whichever amount is greater, by the end of the next full Gas Day until all outstanding Park or Loan balances have been cleared. Shipper shall not be allowed to extend the duration of its Agreement and PAL RO to accommodate such activity. Such action is necessary to allow Transporter to fulfill higher priority commitments, or as a result of Transporter's operational requirements. Such notices shall be provided by telephone, facsimile, e-mail, in writing or on Transporter's electronic bulletin board. In the event a timely and valid Nomination is submitted in response to notification by Transporter to remove Parked quantities and/or paid back Loaned quantities, Shipper shall be deemed to have complied with Transporter's notification for that Gas Day.

Unless otherwise agreed by Shipper and Transporter:

- (a) any Parked quantity not Nominated for withdrawal pursuant to Section 2.5 of this Rate Schedule or by the end of the term of an Agreement and PAL RO shall become the property of Transporter at no cost to Transporter free and clear of any adverse claims;
- (b) any Loaned quantity not paid back pursuant to this Section 2.5 or by the end of the term of an Agreement and PAL RO shall be sold to Shipper at 150% of Transporter's Cash Out System Index Price.

In the event Gas is confiscated under Rate Schedule PAL, Transporter will credit the value of such Gas (less Transporter's costs) to Shippers as part of WIC's Fuel and L&U Reimbursement percentage filings.

- 2.6 Pursuant to the operational conditions described in Section 2.5 above, unless otherwise agreed by Shipper and Transporter, (i) any parked quantity not withdrawn as required by Section 2.5 shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims, and (ii) any loaned quantity not paid back as required by Section 2.5 shall be sold to Shipper at the highest price, determined as 150% of Transporter's Cash Out Index Price, among either:
- (a) the Month in which the authorized Loan occurred;
  - (b) the Month in which payback of the authorized Loan was scheduled but did not occur; or
  - (c) any Month between (a) and (b) above.



### 3. PARKING AND LENDING SERVICE CHARGES

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

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

- 3.3 Authorized overrun charges shall be assessed on a daily basis for any nominated and confirmed quantities that cause the end-of-day balance to exceed the PAL maximum quantity stated in the PAL RO. Further, if Shipper pays back more than the quantity loaned or withdraws more than the quantity parked, such excess quantities shall be assessed overrun charges. Authorized overrun charges will be assessed at the maximum initial rate shown on the Statement of Rates, unless otherwise agreed to in writing by Transporter.

3.4 Adjustment of Rates.

- (a) Transporter may file with FERC to change the rates listed on the Statement of Rates applicable to service under this Rate Schedule. Any such changed rates shall be charged beginning on the date the new rates become effective, subject to any refunds, surcharges or other conditions that are permitted or required by FERC and subject to the terms of the Agreement and PAL RO.
- (b) Subject to the terms of the Agreement and PAL RO, Transporter reserves the right to prescribe and/or to adjust at any time any of the rates applicable to any individual Shipper pursuant to Section 4.14 of the General Terms and Conditions without adjusting any other rates for that or another Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor shall they be less than the applicable minimum rate(s), set forth from time to time on the Statement of Rates of this Tariff. Downward adjustment to any rate shall be for a specific term. Unless otherwise agreed, at the expiration of the term for such discounted rate specified in the Agreement and PAL RO, the rate for Transportation Service shall revert to the maximum rate under this Rate Schedule.

- 3.5 If a Shipper's Park or Loan quantity exceeds the Park or Loan quantity shown in the Agreement and PAL RO on any Day, Shipper will pay the maximum initial rate as shown on the Statement of Rates for those quantities above the quantity specified in the Agreement and PAL RO.

4. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except as modified in the Agreement and PAL RO, are made a part of this Rate Schedule, including the nomination and scheduling provisions of Section 6 of the General Terms and Conditions.

RATE SCHEDULE FDBS  
FIRM DAILY BALANCING SERVICE

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any party (hereinafter referred to as “Shipper”) for the daily balancing of natural gas transportation deliveries to scheduled quantities on a firm basis by Transporter under the following conditions:
- (a) Transporter has determined that it has (or will secure) sufficient available uncommitted capacity and has the physical capability to provide the firm daily balancing service requested by Shipper, as well as all of Transporter’s other firm service commitments;
  - (b) Shipper has made a valid and complete request for service pursuant to Section 4 of the General Terms and Conditions of this Tariff;
  - (c) Shipper has met the service requirements specified in Section 4 of the General Terms and Conditions, including the creditworthiness conditions specified in Section 4.13 of the General Terms and Conditions; and
  - (d) Shipper and Transporter have executed a Firm Daily Balancing Service Agreement ("Agreement") pursuant to the terms of this Rate Schedule in the form contained in this Tariff.
- 1.2 Firm daily balancing service (“FDBS”) is available only at Qualified Delivery Points on Transporter’s system. A Qualified Delivery Point may be an individual location (physical or logical) or an aggregation of locations, pursuant to Section 2.6 of this Rate Schedule. Such points shall be identified on Transporter’s electronic bulletin board.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Daily balancing service shall be considered firm, subject to the provisions of the executed Agreement and to the General Terms and Conditions incorporated herein by reference.
- 2.2 Subject to the quantity designated as the Maximum Balancing Amount (“MBA”) set forth in Shipper’s Agreement, FDBS is provided to accommodate the following:
- (a) Daily flow variations between the daily scheduled quantity and the daily flowing gas quantity at a Qualified Delivery Point.
  - (b) Banks and/or Draws of natural gas quantities, as defined in Section 2.3 of this Rate Schedule, by Shipper (or for Shipper’s account) at a Qualified Delivery Point.

2.3 FDBS hereunder shall consist of:

- (a) Transporter retaining gas quantities on its pipeline system (“Bank”) at the Qualified Delivery Point(s) specified in the Agreement up to the MBA. The amount of retained gas quantities is referred to as the “Inventory Quantity.”
- (b) Transporter delivering gas quantities to the Qualified Delivery Point(s) (“Draw”) specified in the Agreement up to the Inventory Quantity.

2.4 Except as otherwise provided in this Tariff, at the Qualified Delivery Point, hourly quantities Banked or Drawn shall not exceed 1/24<sup>th</sup> of Shipper’s MBA. On any Gas Day, the quantities Banked for that Day at the Qualified Delivery Point shall not exceed the difference between Shipper’s MBA and the Inventory Quantity; and the quantities Drawn on that Day at the Qualified Delivery Point shall not exceed the Inventory Quantity. Should the sum of the Banked quantities at a Qualified Delivery Point on a given Day and the Inventory Quantity exceed the MBA, the excess quantities will be treated as daily unauthorized overrun quantities pursuant to Section 5 of this Rate Schedule. Should the sum of the quantities Drawn on a Gas Day exceed the Inventory Quantity on that Gas Day, the excess quantities will be treated as daily unauthorized overrun quantities pursuant to Section 5 of this Rate Schedule.

2.5 Transporter shall not be obligated under this Rate Schedule on any Day to Bank or Draw for Shipper gas quantities that cause the Inventory Quantity to exceed the MBA on the Shipper’s Agreement or to fall below zero.

2.6 Aggregate Groups

- (a) Interconnecting Parties with multiple physical points that are located within a small geographic area on Transporter’s system may request that Transporter designate such locations as an aggregate group for purposes of nominations, scheduling, allocations and invoicing.
- (b) Transporter shall evaluate and grant requests to establish aggregate groups under this Rate Schedule based on the following criteria:
  - (i) The individual locations must be Qualified Delivery Points that are owned and operated by the same party;
  - (ii) All aggregation points must have a similar operational impact on Transporter’s system;
  - (iii) An aggregate group may not traverse a persistent system constraint;
  - (iv) No Shipper or other Interconnecting Party shall be disadvantaged as a result of a group aggregation; and
  - (v) The Interconnecting Party and Transporter mutually agree to the aggregation.

2.6 Aggregate Groups (continued)

- (c) Transporter shall grant requests for aggregation in a not unduly discriminatory manner.
- (d) Once an aggregate group has been created by Transporter, it shall be available to all Shippers for service. All aggregate groups, together with their associated individual locations and any related location capacity limitations, will be identified on Transporter's electronic bulletin board.
- (e) The aggregate group designation and the associated quantity specified at the aggregate level for that group ("Aggregate Group Quantity"), shall be identified in Shipper's Agreement. Shipper shall have the right to deliveries of quantities up to the Aggregate Group Quantity at any individual meter station within the aggregate group, as long as service to all points within the aggregate group does not exceed the Aggregate Group Quantity or the physical capacity of the meter station.
- (f) Transporter shall have the right to disaggregate Qualified Delivery Points. Advance notice of 30 Days shall be provided to the Interconnecting Party and the affected Shipper(s).

2.7 Shipper shall be responsible for having gas quantities available to be Banked at the Qualified Delivery Point(s). FDBS shall not include the transportation of those gas quantities to or from the Qualified Delivery Point(s) at any time.

3. CONDITIONS OF SERVICE

- 3.1 Any quantities Banked or Drawn for daily balancing service shall occur on a firm no-notice basis (i.e., without Shipper submitting a nomination), subject to the parameters specified in this Rate Schedule.
- 3.2 Subject to Section 2.4 of this Rate Schedule, FDBS will be available when variations between the daily scheduled quantity and the daily flowing gas quantity at the Qualified Delivery Point exist. Except as provided in Section 2.2(b) of this Rate Schedule, FDBS will not be available when there are no variations between the daily scheduled quantity and the daily flowing gas quantity.
- 3.3 Subject to the conditions and requirements for service under this Rate Schedule, Shipper may request to change a Primary Point pursuant to Section 8 of the General Terms and Conditions.

#### 4. CHARGES

- 4.1 **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.
- 4.2 **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 MBA. Shipper shall begin paying the Reservation Charge on the effective date provided in the Agreement.
- 4.3 **Commodity Charge:** Each Month, Shipper shall be charged a Commodity Charge for gas quantities Banked or Drawn at each Qualified Delivery Point for Shipper's Agreement. Such charge shall be determined by multiplying the Commodity Rate set forth in the Agreement by the total quantity of gas Banked or Drawn for each Day service is rendered by Transporter.
- 4.4 **FL&U:** FL&U charges are not applicable to service under this Rate Schedule.
- 4.5 **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 including any related taxes. The Parties shall agree as to whether Shipper shall: (1) make a one-time 100 percent reimbursement for the cost of facilities, or (2) pay the cost of facilities over a period of time agreed to by Shipper and Transporter. If the Parties agree that Shipper shall pay Transporter for the facilities through installments, the facility charge will include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties. If a contribution in aid of construction ("CIAC") is paid by the Shipper in accordance with a construction of facilities agreement and such transaction is determined to be taxable, the CIAC (where Shipper agreed to pay for all or part of the facilities) shall be increased by an amount to compensate for the corporate income tax effects thereof.
- 4.6 **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 service shall revert to the maximum rate under this Rate Schedule.

#### 5. OVERRUN CHARGES

- 5.1 **Unauthorized overrun charges** shall be assessed on a daily basis for any gas quantities:
  - (a) Banked at the Qualified Delivery Point(s) that exceed Shipper's MBA, as specified in the Agreement; or
  - (b) Drawn at the Qualified Delivery Point(s) that exceed the Inventory Quantity.

- 5.2 Unauthorized overrun quantities will be assessed at the overrun rate shown on the Statement of Rates.
- 5.3 In the event quantities have been Banked or Drawn in excess of Shipper's MBA or the Inventory Quantity, as specified in Section 5.1 of this Rate Schedule, resolution of such excess or overdrawn quantities shall occur by the end of the Month following the Month in which the activity occurred. Nominations to physically make-up or payback these excess gas quantities shall be made pursuant to Section 6 of the General Terms and Conditions.
- 5.4 Should Shipper not return the overdrawn quantities pursuant to Section 5.3 of this Rate Schedule, such quantities shall be sold to Shipper at 150% of the Cash Out Index Price for the Month in which the imbalance was created. Should Shipper not withdraw the excess Banked quantities pursuant to Section 5.3, such quantities shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims.
- 5.5 Unauthorized overrun activity is subject to interruption at any time. Such interruptions may be in effect for extended periods of time.

## 6. TERMINATION OF SERVICE

- 6.1 Shipper is required to remove all Banked quantities no later than the termination date of the Agreement. Upon termination of an Agreement, any Banked quantities not removed shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims.
- 6.2 Shipper is required to return all overdrawn quantities no later than the termination date of the Agreement. Upon termination of an Agreement, any overdrawn quantity shall be sold to Shipper at 150% of the Cash Out Index Price for the Month in which the Agreement terminates.
- 6.3 Should Shipper be required to remove or return quantities pursuant to Section 6 of this Rate Schedule, such resolution shall occur through the use of physical make-up or payback gas quantities. Make-up or payback nominations shall be made pursuant to Section 6 of the General Terms and Conditions.

## 7. 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.

## GENERAL TERMS AND CONDITIONS

- Section 1      Definitions
- Section 2      Measurement
- Section 3      Quality
- Section 4      Requests for Services
  - Section 4.1      Request for Transportation Service
  - Section 4.2      Prospective Sale of Available Capacity
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  - Section 4.4      Capacity Reserved for Future Expansion/Extension Projects
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  - Section 4.16      Notices, Statements and Bills
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  - Section 4.20      Governmental Authorization
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- Section 5      Service Conditions
- Section 6      Nominations and Scheduling Procedures
  - Section 6.1      Nomination Procedures and Deadlines
  - Section 6.2      Confirmation of Scheduling Criteria
  - Section 6.3      Scheduling Receipts and Deliveries
  - Section 6.4      Special Scheduling Considerations
  - Section 6.5      Allocation of Capacity



Section 6.6	Allocation of Firm Service Utilizing Secondary Capacity
Section 6.7	Basis for Interruptible Service Capacity Allocation
Section 6.8	Other Information on Capacity Allocations
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Section 9.1	Purpose
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Section 9.9	Term of Released Capacity
Section 9.10	Bids for Released Capacity Subject to Open Season
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Section 10	Imbalance Management
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Section 10.3	Cash Out
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Section 11	System Operational Parameters
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Section 24	Taxes
Section 25	Indemnification/Liability
Section 26	Complaint Procedures
Section 27	Operational Purchases and Sales

## 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 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 five 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.

## 2. MEASUREMENT

- 2.1 Unit of Measurement and Metering Base. The volumetric measurement base shall be 1 cubic foot of Gas at a pressure base of 14.73 pounds per square inch absolute, at a temperature base of 60 degrees Fahrenheit, and without adjustment for water vapor.

The cutoff for closing measurement is five (5) Business Days after the business Month (NAESB Standard 2.3.7). Measurement data which is missing or late at the cutoff is to be estimated. Estimate missing or late measurement data and treat actual as a prior period adjustment, with the measuring party to provide the estimate (NAESB WGQ Standard No. 2.3.13). For treatment of measurement prior period adjustments, treat the adjustment by taking it back to the production month. A meter adjustment becomes a prior period adjustment after the fifth Business Day following the business Month (NAESB WGQ Standard No. 2.3.11). For reporting measurement prior period adjustments, report it with the restated line item with new total quantity for the Day and the Month (NAESB WGQ Standard No. 2.3.12).

- 2.2 The time limitation for correcting and reconciling any measurement shall be 6 months from the time of the close of the production month. Upon issuance of a retroactive adjustment, the affected parties will have a 3 month rebuttal period. This 3 month rebuttal period shall begin with the interested party issuing a written notification that a measurement dispute exists. These disputes will apply to measurement errors that involve quantities that Transporter has direct custody transfer responsibilities over, as well as volumes measured by other companies that have been audited by Transporter. This time limitation provision does not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this limitation. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods.
- 2.3 Measurement data available upstream of aggregated points should be sent to the allocating party and used to allocate the aggregated volume back to the upstream points (NAESB Standard 2.3.8).
- 2.4 Transporter's measurement information provided via EDM shall conform to the requirements of the Data Dictionary standards as set forth in NAESB Standard 2.4.4 and 2.4.5.
- 2.5 Atmospheric Pressure. For the purpose of measurement, calculation and meter calibration, the average absolute atmospheric (barometric) pressure shall be based on the actual altitude of each point of measurement irrespective of variations in natural atmospheric pressure from time to time. In the event electronic computer measurement is used, the absolute Gas pressure will be measured directly, using an absolute pressure measuring device for continuing input to the electronic computer.



- 2.6 Temperature. The temperature of the Gas shall be determined at the points of measurement by means of a properly installed recording thermometer of standard manufacture determined by Transporter in exercise of its reasonable judgment to be installed in accordance with the recommendations contained in ANSI/API 2530 First Edition (Orifice Metering of Natural Gas). The arithmetic average of hourly temperatures for each Day shall be used in computing temperatures of the Gas during such Day. In the event electronic computer measurement is used, average daily temperature will be computed as a running average of data determined during each computer scan.
- 2.7 Determination of Heating Value and Specific Gravity. The Gross Heating Value and specific gravity of the Gas may be determined by on-line recording calorimeter and gravitometer or by recording chromatograph. In the event a continuous Gas sampling device is used, intervals mutually agreed upon should not be less than every Month. For conventional chart measurement, the arithmetical average of the hourly Gross Heating Value and specific gravity recorded during periods of flow each Day by a recording calorimeter and gravitometer or recording chromatograph, if installed, shall be considered as the Gross Heating Value and specific gravity of the Gas Delivered during each Day. In the event electronic computer measurement is used, the determination of Gross Heating Value and specific gravity from chromatograph or calorimeter and gravitometer transducers shall input continuously into the computer for quantity calculations. In the event a continuous Gas sampler is installed, then the Gross Heating Value and specific gravity shall be determined in the laboratory by chromatograph and/or running a portion of test sample through a calorimeter and gravitometer. Such determinations shall be considered as the Gross Heating Value and specific gravity of all Gas Delivered during the applicable period of sampling. All Gross Heating Value and specific gravity determinations made with a chromatograph shall use physical Gas constants for Gas compounds, as outlined in ANSI/API 2530 with any subsequent amendments or revisions to which the Parties may mutually agree.
- 2.8 Supercompressibility. The measurement hereunder shall be corrected for deviation from Boyle's law in accordance with AGA Report No. 8.
- 2.9 Measuring Equipment. Unless otherwise agreed, Transporter will install, maintain, or operate or cause to be installed, maintained and operated, measuring stations equipped with flow meters and other necessary metering and measuring equipment by which the volumes of Gas received and Delivered hereunder shall be determined. Shipper may install check measuring equipment at its own cost and expense, provided such equipment shall be so installed as not to interfere with the operations of Transporter. Transporter and Shipper, in the presence of each other, shall have access to the other's measuring equipment at all reasonable times, but the reading, calibrating, and adjusting of electronic computer components and/or mechanical recording instruments thereof and the changing of charts shall be done only by the equipment owner or such owner's representative, unless otherwise agreed upon. Both Transporter and Shipper shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment; provided, however,

- 2.9 Measuring Equipment (continued)  
failure of either Transporter or Shipper to witness such an operation shall not affect the validity of such operation in any way. The records from such measuring equipment shall remain the property of their owner, but upon request, each will submit within 10 days to the other its records and charts, together with calculations therefrom, for inspection, subject to return within 30 days after receipt thereof. The measurement equipment of Shipper shall be for check purposes only and, except as expressly provided in the applicable Agreement, shall not be used in the measurement of Gas for purposes of the Agreement.
- 2.10 Orifice Meters. Orifice meters shall be installed and Gas volumes computed in accordance with the standards prescribed in AGA Report No. 3 "Orifice Metering of Natural Gas".
- 2.11 Electronic Flow Computers. It is recognized that electronic or other types of flow computers have been developed that permit the direct computation of Gas flows without the use of charts. Where the substitution of these devices is deemed acceptable by Transporter in exercise of its reasonable judgment, their use for custody transfer will be permitted.
- 2.12 New Measurement Techniques. If, at any time during the term hereof, a new method or technique is developed with respect to Gas measurement or the determination of the factors used in such Gas measurement, such new method or technique may be substituted by Transporter in exercise of its reasonable judgment. Transporter shall promptly inform all Shippers of any new technique adopted.
- 2.13 Calibration and Test of Meters. The accuracy of all measuring equipment shall be verified by Transporter at reasonable intervals, and if requested, in the presence of representatives of Shipper, but neither Shipper nor Transporter shall be required to verify the accuracy of such equipment more frequently than once in any 30-day period. If either Party at any time desires a special test of any measuring equipment, it will promptly notify the other, and the Parties shall then cooperate to secure a prompt verification of the accuracy of such equipment.
- 2.14 Correction of Metering Errors. If, upon any test, any measuring equipment is found to be inaccurate, such equipment shall be adjusted immediately to measure accurately. If, upon any test, the measuring equipment in the aggregate is found to be inaccurate by 1 percent or more at a recording corresponding to the average hourly rate of Gas flow for the period since the last preceding test, previous recordings of such equipment and pursuant to Section 12.4 hereof, any payments based thereon shall be corrected at the rate of such inaccuracy for any period which is known definitely or agreed upon, but in case the period is not known definitely or agreed upon, such correction shall be for a period extending over one-half of the time elapsed since the date of the last test.

- 2.15 Failure of Measuring Equipment. In the event any measuring equipment is out of service or is found registering inaccurately and the error is not determinable by test or by previous recordings, receipts or Deliveries through such equipment shall be estimated and agreed to by the Parties upon the first of the following methods which is feasible:
- (a) By correcting the error if the percentage of error is ascertainable by calibration, special test, or mathematical calculation.
  - (b) By using the registration of any check meter or meters, if installed and accurately registering.
  - (c) By estimating the quantity of receipt or Delivery based on receipts or Deliveries during preceding periods under similar conditions when the measuring equipment was registering accurately.
- 2.16 Preservation of Records. Shipper and Transporter shall preserve for a period of at least 3 years, or for such longer period as may be required by appropriate authority, all test data, charts, and other similar records.

### 3. QUALITY

#### 3.1 Freedom from Objectionable Matter. The Gas Tendered:

- (a) Shall be commercially free from dust, gums, gum-forming constituents, dirt, impurities, or other solid or liquid matter which might interfere with its merchantability or cause injury to or interference with proper operation of the pipelines, regulators, meters, or other equipment of Transporter;
- (b) Shall not contain more than .25 grain of hydrogen sulphide per 100 cubic feet of Gas.
- (c) Shall not contain more than 5 grains of total sulphur (including the sulphur in any hydrogen sulphide and mercaptans) per 100 cubic feet;
- (d) Shall not at any time have an oxygen content in excess of 10 parts per million by volume, and the Parties hereto shall make every reasonable effort to keep the Gas free of oxygen;
- (e) Shall be Delivered at a temperature not in excess of 120 degrees Fahrenheit or less than 20 degrees Fahrenheit;
- (f) Shall, before Gas Day March 1, 2013, not contain more than 3.00 percent by volume of carbon dioxide; and beginning Gas Day March 1, 2013, not contain more than 2.00 percent by volume of carbon dioxide in the Gas stream except as provided in GT&C Section 3.8;
- (g) Shall not contain water vapor in excess of 5 pounds per million cubic feet of Gas; and
- (h) Shall not contain any hydrocarbon fractions which would condense to free liquids in the line at a temperature of 25 degrees Fahrenheit at pressure between 100 p.s.i.a. and the maximum available operating pressures of Transporter's transmission facility, as calculated from the Gas composition. This subsection (h) shall not apply to gathering systems or lateral lines.

#### 3.2 Heat Content. The Gas Tendered at each Point of Receipt and Point of Delivery shall contain a Gross Heating Value of not less than 950 Btu per cubic foot.

#### 3.3 Venting of Gas. To the extent Transporter is unable to transport Unauthorized Overrun Gas without jeopardizing the safety and integrity of Transporter's operations, such decisions to be solely within the judgment and discretion of Transporter, Transporter shall have the right to vent, without incurring any liability to Shipper, or any third party, such Unauthorized Overrun Gas as it is unable to transport. However, Transporter shall use its best efforts to avoid or minimize such venting.

- 3.4 Commingling. Gas delivered by Shipper will be commingled with the Gas of other Shippers in the system. Accordingly, Shipper's Gas shall be subject to such changes in Gross Heating Value and other specifications as may result from such commingling.
- 3.5 Specification Exemption. Transporter may accept any Gas that does not meet the specifications set forth in Section 3.1 on a short term basis for operational reasons, which may include plant start-ups, plant upsets or line freeze-offs, provided that Transporter in its reasonable discretion and judgment determines that such acceptance will not interfere with Transporter's ability to (1) maintain prudent and safe operation of part or all of Transporter's pipeline system; (2) ensure that such Gas does not adversely affect Transporter's ability to provide service to others; and (3) ensure that such Gas does not adversely affect Transporter's ability to Tender Gas for delivery to a downstream pipeline or end-user.
- 3.6 Shipper's Failure to Meet Specifications. Should any Gas Tendered by Shipper to Transporter hereunder fail at any time to conform to any of the specifications of this Section 3, Transporter shall notify the Shipper responsible of any such failure, and Transporter may suspend all or a portion of the receipt of any such Gas which may jeopardize Transporter's ability to meet its obligations to its other Shippers or endanger the safe operation and integrity of Transporter's system. Transporter shall be relieved of its obligations hereunder to the extent of rightful suspension for the duration of such time as such off-specification Gas Tendered by such Shipper does not meet the specifications; provided, however, such suspension by Transporter shall not relieve Shipper of its payment obligations hereunder. Upon receipt of notice by Transporter, Shipper shall make a diligent effort to correct such failure by treatment, cooling, or dehydration consistent with prudent operation and by means which are economically feasible in such Shipper's opinion so as to Tender Gas conforming to the above specifications. If Transporter elects to accept receipt of any off-specification Gas, Transporter shall do so in a ratable and nondiscriminatory manner as between such Shipper and others who may desire to Tender Gas to Transporter which does not conform to the specifications of this Section and who otherwise may be entitled to Transportation Service.
- 3.7 Transporter's Failure to Meet Specifications. Should the Gas Tendered for Delivery by Transporter fail at any time to conform to any of the specifications of this Section 3, Shipper shall notify Transporter of any such failure and Transporter shall make diligent effort to correct such failure by treatment, cooling, or dehydration consistent with prudent operations and by means which are economically feasible in Transporter's opinion so as to Deliver Gas conforming to the above specifications transported hereunder. If Transporter fails to Deliver Gas conforming to the above specifications, Shipper may, without affecting any other rights it may have, suspend acceptance of Delivery of all or a portion of such off-specification Gas transported hereunder which may jeopardize Shipper's ability to meet its obligations to its other transporters or endanger the safe operation and integrity of the other downstream transporter's system(s).

- 3.8 Subject to GT&C Section 3.1(f), Transporter may accept up to 3.00 percent carbon dioxide at a Point of Receipt provided the commingled Gas stream at the nearest operationally associated CDM Location contains no more than 2.00 percent carbon dioxide and provided that Transporter in its reasonable operational judgment determines that such acceptance will not interfere with Transporter's ability to (1) maintain prudent and safe operation of part or all of Transporter's pipeline system, and (2) ensure that such Gas does not adversely affect Transporter's ability to provide service to others.
- (a) In the event the commingling of Gas does not result in a Gas stream containing 2.00 percent or less of carbon dioxide at the CDM Location, Transporter shall reduce all Points of Receipt associated with the nearest downstream CDM Location that contain greater than 2.00 percent carbon dioxide content, subject to GT&C Section 3.9, utilizing the volume weighted average methodology below. The volume weighted average methodology provides that a Gas stream containing a carbon dioxide content in excess of 2.00 percent will be reduced in relation to the non-conforming Gas stream quantity such that Gas sources with the highest deviation above the Tariff specification will be reduced more, on a weighted basis, than those with a lesser deviation as set forth below. The determination of timing for this reduction shall be in Transporter's reasonable operational judgment as needed to protect the integrity of its system and deliveries. Transporter will use reasonable efforts to provide at least fifteen (15) minutes advance notice of any physical reduction solely related to carbon dioxide to the affected Interconnecting Party via phone and/or email.
- (i) Volume Weighted Average Methodology. Transporter shall determine the applicable quantity reductions at Points of Receipt upstream of a CDM Location that are exceeding the 2.00 percent carbon dioxide specification based on the following procedures:
- (A) Determine the "Carbon Dioxide Weight Factor". If a Point of Receipt has a carbon dioxide content greater than 2.00 percent, the carbon dioxide Weight Factor for that Point of Receipt shall be calculated by subtracting Transporter's 2.00 percent carbon dioxide specification from the carbon dioxide content level at the Point of Receipt. The carbon dioxide Weight Factor will be calculated individually for each Point of Receipt that exceeds the 2.00 percent carbon dioxide specification upstream of the CDM Location. The Weight Factor will be a percentage calculated to two (2) decimal places (0.xx%).
- (B) Determine the "Factored Volume". For each Point of Receipt that exceeds 2.00 percent carbon dioxide, Transporter shall multiply the carbon dioxide Weight Factor by the metered quantity at that Point of Receipt to determine its Factored Volume.

3.8 (a) (i) (continued)

- (C) Determine the “Reduction Percentage”. The Reduction Percentage for each Gas source with carbon dioxide content above 2.00 percent will be calculated by dividing the Factored Volume of each Gas source by the sum of all of the Factored Volumes (as determined above in Section 3.8(a)(i)(B)) for the receipt Gas sources upstream of the CDM Location.
  - (D) Determine the Point of Receipt reduction quantity. Using the Reduction Percentages for each Point of Receipt derived in Section 3.8(a)(i)(C), Transporter shall calculate the total amount of quantity reductions necessary to achieve a 2.00 percent carbon dioxide Gas stream at the CDM Location (i.e., the “Total Reduction Quantity”). Each Point of Receipt Reduction Percentage shall then be multiplied by the Total Reduction Quantity to determine the reduction quantity applicable to each Point of Receipt. If the reduction quantity so calculated for any Point of Receipt exceeds the quantity of nonconforming gas at that Point of Receipt, then the flowing quantity at that Point of Receipt will be reduced to zero and the Volume Weighted Average Methodology will be recalculated using only the remaining Points of Receipt upstream of the applicable CDM Location. Successive recalculations of the Volume Weighted Average Methodology will continue until the reductions at all Points of Receipt achieve a 2.00 percent carbon dioxide Gas stream at the CDM Location.
- (b) During the period of volume reduction, Transporter shall continuously monitor carbon dioxide content at the affected CDM Location(s). If the Interconnecting Parties are able to reduce the level of carbon dioxide, Transporter shall decrease or eliminate the quantity reductions as soon as reasonably practicable, in Transporter’s reasonable operational judgment.
  - (c) Nothing in this Section 3.8 allows for the receipt of Gas on Transporter’s system with a carbon dioxide content in excess of 3.00 percent.

3.9 Pairing Arrangements

- (a) An Interconnecting Party may enter into one or more pairing arrangements with other Interconnecting Party(ies) under the parameters set forth below. Pairing arrangements will not go into effect before Gas Day March 1, 2013. Such pairing arrangements shall consist of two or more Points of Receipt whose Interconnecting Parties agree to have the content of their Gas streams at the Points of Receipt treated as a single Point of Receipt under GT&C Section 3.8 for the purpose of determining the carbon dioxide content of the Gas stream and evaluated together for purposes of meeting the Tariff’s carbon dioxide specification. Pairing arrangements must

3.9 (a) (continued)

involve Points of Receipt entering Transporter's system upstream of (as determined by Transporter based on prevailing flow) the nearest CDM Location such that no significant portion of Transporter's system, as determined by Transporter in its reasonable operational judgment, contains more than 2.00 percent carbon dioxide. Interconnecting Parties wishing to enter into any pairing arrangements will be required to submit for approval by Transporter a Pairing Arrangement Form as provided in GT&C Section 3.11.

- (b) Transporter shall approve a pairing arrangement if all the following conditions are satisfied:
  - (i) Recent operational data demonstrates, or if the Interconnecting Party can demonstrate, that the pairing arrangement will yield a combined Gas stream with 2.00 percent carbon dioxide or less on a consistent basis as determined by Transporter in its reasonable operational judgment.
  - (ii) All paired Points of Receipt must have appropriate gas quality equipment with telemetry consistent with Transporter's real time monitoring standards.
  - (iii) The paired Points of Receipt must be co-located to comply with GT&C Section 3.9(a).
  - (iv) The Interconnecting Party must submit the Pairing Arrangement Form set forth in GT&C Section 3.11 to Transporter by 10:00 a.m. Mountain Clock Time, at least three (3) Business Days in advance of the first Gas Day the pairing arrangement is requested effective ("Initial Gas Day"). If the request is received after the deadline, Transporter shall use reasonable efforts to process the request for the Initial Gas Day.
- (c) If Transporter, in its reasonable operational judgment, cannot determine that the proposed pairing arrangement can meet Transporter's 2.00 percent carbon dioxide quality specification, Transporter shall provide a written denial specifying the basis for such denial to the requesting Interconnecting Party(ies) as soon as practicable, but in any event, prior to the Initial Gas Day.
- (d) Transporter may also permit other Points of Receipt, not co-located as required in Section 3.9(b)(iii), for pairing arrangements provided that neither the commingled Gas stream nor any significant portion of Transporter's system will contain more than 2.00 percent carbon dioxide and that WIC in its reasonable operational judgment determines that such pairing arrangements will not interfere with Transporter's ability to (a) maintain prudent and safe operation of part or all of Transporter's pipeline system, and (b) ensure that such Gas does not adversely affect Transporter's ability to provide service to others.



3.9 (continued)

- (e) Approved pairing arrangements will have a minimum term of one Gas Day and will continue to be in effect for the term specified, unless the pairing arrangement is terminated by one of the pairing parties upon three (3) Business days notice, or the pairing arrangement is suspended or terminated by Transporter pursuant to GT&C Sections 3.9(h) or 3.9(k).
- (f) Advance approval of long-term pairing arrangements. In instances where an Interconnecting Party at a Point of Receipt is willing to install treating facilities to remove excess carbon dioxide, and to size such facilities to accommodate receipt volumes from its own Point(s) of Receipt and others co-located upstream of a CDM Location, Transporter shall allow Interconnecting Parties to submit pairing proposals in advance of the proposed effective date for the purpose of determining whether such proposals will meet the conditions of GT&C Section 3.9. Transporter will evaluate a pairing submission to determine if the assumptions underlying the long-term proposal are reasonable. Transporter shall determine whether the proposal meets the conditions of GT&C Section 3.9 within 10 Business Days from submittal and notify the Interconnecting Party of its determination. Long-term pairing arrangements will be subject to GT&C Section 3.9(h) and (m).
- (g) All approved pairing arrangements will be posted on Transporter's Web Site prior to the effective date.
- (h) Transporter may suspend an approved pairing arrangement if commingling of the Gas stream of the paired Points of Receipt fails to satisfy Transporter's 2.00 percent carbon dioxide Tariff specification. Transporter shall notify Interconnecting Parties affected by the suspension via phone and/or email. In addition, to the extent that Transporter invokes the reductions under GT&C Section 3.8, and the commingling of the Gas stream at the paired Points of Receipt exceeds 2.00 percent, Transporter shall suspend the pairing arrangement for such Gas Day until the commingling of the Gas stream of the paired Points of Receipt is equal to or less than 2.00 percent carbon dioxide.
- (i) Pairing Arrangement – Greater Than Two Points of Receipt. Any pairing arrangement involving more than two Points of Receipt may be suspended based on the following protocol:
  - (i) In the event the paired Points of Receipt do not result in, or operational changes prevent, a combined Gas stream containing 2.00 percent or less of carbon dioxide, Transporter shall suspend the Points of Receipt in a pairing arrangement in the priority established by the Interconnecting Parties listed in such pairing arrangement.
  - (ii) Transporter shall notify Interconnecting Parties affected by the suspension via phone and/or email.

3.9 (continued)

- (j) Any reductions to a Point of Receipt that has been suspended from a Pairing Arrangement shall be made as necessary pursuant to GT&C Section 3.8.
- (k) Transporter shall use reasonable operational judgment, in a not unduly discriminatory manner, in evaluating any pairing arrangement or the reinstatement of a suspended pairing arrangement.
- (l) Transporter shall reinstate an approved pairing arrangement if, in its reasonable operational judgment, the commingling of paired Points of Receipt will meet Transporter's 2.00 percent carbon dioxide Tariff specification. Such reinstatement shall remain in effect until 1) the end of the term of the pairing arrangement or 2) when the commingling of the Points of Receipt does not meet Transporter's 2.00 percent carbon dioxide Tariff specification. Transporter shall notify Interconnecting Parties affected by the reinstatement via phone and/or email.
- (m) Transporter reserves the right to evaluate and terminate pairing arrangements if parties to such pairing arrangements demonstrate a consistent pattern of exceeding the 2.00 percent carbon dioxide content of the combined Gas stream. Transporter shall notify Interconnecting Parties affected by the termination via phone and/or email.

3.10 Limited Term Operational Arrangement

In order to alleviate certain operational concerns associated with Questar Overthrust Pipeline Company ("Overthrust") changing its tariff gas quality provisions (as detailed in the comprehensive settlement filed in Docket No.RP12-796-000), Transporter, Overthrust and Questar Pipeline Company ("Questar") have agreed to a limited-term, operational arrangement in which Anadarko Energy Services Company ("Anadarko"), Overthrust and Questar Pipeline Company ("Questar") shall be permitted to aggregate, for CO<sub>2</sub> content evaluation purposes, the volumes introduced into Transporter's system at (a) the Anadarko-operated Golden Dome Point of Receipt (GLD), (b) the Overthrust/Wyoming Interstate Company, L.L.C. ("WIC") Meter (OVW), and (c) the Kanda to WIC – Questar Meter (KAW). Transporter shall deem these aggregated volumes to be received at the southern origin of Transporter's Kanda Lateral line 240A. For purposes of this arrangement, the CO<sub>2</sub> content of the volumes introduced into Transporter's system at GLD, OVW and KAW will be mathematically calculated and posted on Transporter's Web Site. Transporter shall be permitted to invoke its receipt source reduction methodology, in accordance with Section 3.8 of Transporter's Tariff, if Transporter's mathematical calculations indicate that gas flows are projected to exceed two percent (2.00%) CO<sub>2</sub> at (a) the Overthrust/WIC Meter (OVW) when volumes are flowing from east to west on Transporter's Wyoming main line 124A and at (b) MLV 17 when volumes are flowing from west to east on Transporter's Wyoming main line 124A. Nothing in this Section shall be construed to permit the receipt of Gas on Transporter's system with a CO<sub>2</sub> content in

3.10 Limited Term Operational Agreement (continued)

excess of three percent (3.00%). This arrangement shall remain in effect until the later of August 31, 2016, or three and one-half (3 1/2 ) years from the Effective Date of the settlement in Docket No. RP12-796-000.

3.11 Pairing Arrangement Form

Wyoming Interstate Company, L.L.C.  
Request for Carbon Dioxide Content Pairing Arrangement

The Interconnecting Parties listed below desire to enter into a pairing arrangement for the purpose of complying with the gas quality provisions contained in Section 3.1(f) of the General Terms and Conditions of Wyoming Interstate Company, L.L.C.'s ("WIC's") FERC Gas Tariff, Third Revised Volume No. 2.

I. Receipt Point Interconnecting Party Contact Information

Interconnecting Party 1:

Point of Receipt Name and DRN No. \_\_\_\_\_

Interconnecting Party Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_ Zip \_\_\_\_\_

P.O. Box \_\_\_\_\_ Zip \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Attention \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

### 3.11 Pairing Arrangement Form (continued)

Interconnecting Party 2:

Point of Receipt Name and DRN No. \_\_\_\_\_  
Interconnecting Party Legal Name \_\_\_\_\_  
Street Address \_\_\_\_\_ Zip \_\_\_\_\_  
P.O. Box \_\_\_\_\_ Zip \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_  
Attention \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

(Identify additional parties' information if pairing arrangement involves more than two parties.)

II Requested term: Starting/End Dates

III. Suspension Order for Pairing Arrangements (if applicable)

If the above pairing arrangement involves more than two pairing parties, please provide the order in which the arrangements should be suspended in a situation where the Point of Receipt with the lowest carbon dioxide content cannot cover all effective pairing arrangements with parties with higher carbon dioxide content.

First Point of Receipt to Suspend \_\_\_\_\_  
Second Point of Receipt to Suspend \_\_\_\_\_  
Third Point of Receipt to Suspend \_\_\_\_\_

(Add additional pairing arrangement ranks if necessary)

3.11 Pairing Arrangement Form (continued)

IV. Certification Statement

The parties agree to the terms of the above pairing arrangement and acknowledge that the information provided above is complete and accurate to the best of their knowledge.

_____	_____
Receipt Point Interconnecting Party 1	Date

By \_\_\_\_\_

Title \_\_\_\_\_

_____	_____
Receipt Point Interconnecting Party 2	Date

By \_\_\_\_\_

Title \_\_\_\_\_

(Add additional pairing party signatories if pairing arrangement involves more than two parties.)

#### 4. REQUESTS FOR SERVICES

4.1 Request for Transportation Service. A Shipper wishing to obtain service must first satisfy the creditworthiness requirements of this Tariff. A request for service (including requests for changes to Point of Receipt and/or Delivery and requests for Segmentation) shall be deemed valid and complete upon the following information being accurately and properly entered into Transporter's interactive website. A Shipper may either enter the information directly into Transporter's interactive website or furnish the information to Transporter and request that Transporter enter the information into Transporter's interactive website on behalf of the Shipper, in which case, the entry of such information shall be deemed to be the act of the Shipper. If the Shipper requests that Transporter enter the information into Transporter's interactive website on Shipper's behalf, then Shipper's request for service shall not be deemed valid and complete until such time as the information is actually entered into Transporter's interactive website.

- (a) The full legal name, business address and phone number, and state of incorporation of the Shipper requesting service and all contact information, including the name of the person(s) who should be contacted.
- (b) A designation of whether Shipper is a local distribution company, intrastate pipeline company, interstate pipeline company, producer, end-user or marketer.
- (c) The extent of Shipper's affiliation with Transporter.
- (d) Shipper's Dun and Bradstreet (DUNS) number.
- (e) Type of service: FT, IT, HSP-1, PAL, or FDBS.
- (f) The initial term of the service, including beginning and ending dates.
- (g) The Maximum Delivery Quantity under the contract. For Rate Schedule FDBS, the Maximum Balancing Amount under the contract.
- (h) Receipt and delivery points requested.
- (i) Daily Quantity at each receipt point(s) \_\_\_\_Dth/Day.  
Daily Quantity at each delivery point(s) \_\_\_\_Dth/Day.

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

If Section 311, 18 C.F.R. Part 284, Subpart B transportation service is requested, the Shipper must provide the following information to Transporter:

- (j) A declaration explaining how the requested service qualifies as Section 311 service;

#### 4.1 Request for Transportation Service (Continued)

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

#### 4.2 Prospective Sale of Available Capacity

- (a) New Service Requests. Transporter may grant requests for firm service on a not unduly discriminatory basis within the following time periods and subject to the below listed conditions:
  - (i) For service with a term of one year or longer, the service must be requested to begin no later than three months from the date the request is granted;
  - (ii) For service with a term greater than three months but less than one year, the service must be requested to begin no later than one month from the date the request is granted;
  - (iii) For service with a term of three months or less, the service must be requested to begin no later than ten business Days from the date the request is granted.
- (b) Transporter will consider, on a not unduly discriminatory basis, requests for firm service outside of the above specified time periods if the request involves any of the following conditions:
  - (i) The request is associated with an open season;
  - (ii) The request involves capacity that is available due to the termination of an existing contract or the reduction of contracted volume under an existing contract; or
  - (iii) The request involves the modification or construction of facilities or the issuance of any necessary certificate authorization.
- (c) Should Transporter conduct an open season, it will post a notice of availability of the uncontracted-for capacity on its electronic bulletin board to afford all potential Shippers an opportunity to acquire the capacity. Any party wishing to purchase the capacity, and who meets Transporter's creditworthiness requirements, may participate in the open season. Transporter will award the capacity on a net present value basis using nondiscriminatory and objective posting and evaluation criteria specified in the notice of open season. When an open season is being conducted, all applicable requests for service will be treated under this open season process.

4.2 Prospective Sale of Available Capacity (Continued)

- (d) Transporter will conduct an open season (involving either an open offer to sell capacity or a pre-arranged transaction) if it wishes to sell capacity where the requested start date extends one year or more into the future. The open season will comply with the requirements of Section 4.2(c) above.
- (e) If Transporter sells firm capacity pursuant to Section 4.2(b)(i), capacity will be made available to other shippers on an interim basis up to the commencement date of the prospective firm transportation service agreement. Where the requested start date of the prospective capacity extends more than one year into the future and the interim capacity would otherwise be eligible for the right of first refusal ("ROFR") if it is acquired at the maximum applicable tariff rate, Transporter will limit the ROFR rights of such interim capacity. If ROFR rights are limited, the transportation service agreement will note the limitation.

4.3 If Transporter has submitted an agreement for execution to Shipper and Shipper fails to execute and return the agreement within 30 Days thereafter, then Shipper's request shall be null and void.

4.4 Capacity Reserved for Future Expansion/Extension Projects. Transporter may elect to reserve for future expansion/extension projects, any unsubscribed capacity or capacity under expiring or terminating firm transportation service agreements ("FTSAs") where such FTSAs do not have a ROFR or Shipper does not exercise its ROFR.

- (a) Capacity may be reserved up to one year prior to the date of filing for certificate approval for construction of proposed expansion or extension facilities, and thereafter until all expansion/extension facilities related to the certificate filing are placed into service.
- (b) Transporter shall conduct an open season for the expansion/extension within one year prior to or following the date that Transporter posts such capacity as being reserved. Transporter will not, absent Commission approval, accept advance payments to reserve capacity under this Section 4.4.



#### 4.4 Capacity Reserved for Future Expansion/Extension Projects (Continued)

- (c) If Transporter elects to reserve capacity, it will notify Shippers of its intent as part of its posting of capacity on its electronic bulletin board. Transporter's posting for reserved capacity for future expansion/extension projects shall include the following information: (i) a description of the project for which the capacity will be reserved; (ii) the total quantity of capacity to be reserved; (iii) the location of the proposed reserved capacity on the pipeline system; (iv) whether, and if so when, Transporter anticipates that an open season for the capacity will be held or the reserved capacity will otherwise be posted for bids; (v) the projected in-service date of the new facilities; and (vi) on an ongoing basis, how much of the reserved capacity has been sold on a limited-term basis that would otherwise be eligible for a ROFR. If the expansion/extension project still requires the construction of facilities given the amount of reserved capacity, then Transporter shall post a non-binding solicitation for turnback capacity no later than 90 days after the close of the expansion project open season, specifying the minimum term for a response to the solicitation. Transporter shall make reasonable efforts to notify shippers of any material changes in the scope of the project.
- (d) When reserving capacity for future expansion/extension projects, Transporter shall first post all of its available capacity for at least five business days prior to the reservation period. Transporter shall post and award available capacity in accordance with the service request procedures of Section 4.1 of these General Terms and Conditions.
- (e) When the capacity to be reserved is offered through an open season, Transporter shall have the right to impose minimum terms and conditions for bids that would be acceptable. In the event that the subsequent expansion project open season imposes minimum terms and conditions that are materially different from the terms and conditions imposed in the previous capacity open season, Transporter shall hold another open season for the reserved capacity that uses the same minimum terms and conditions as were imposed for the expansion project open season. If the expansion project open season is held prior to or during the open season for the reserved capacity, Transporter shall use the same minimum terms and conditions as used for the expansion project open season.
- (f) Any capacity reserved under this Section 4.4 shall be made available for transportation service pursuant to these General Terms and Conditions on a limited-term basis up to the in-service date of the expansion project(s). For such limited-term FTSA's, Transporter reserves the right to limit any term extension rights provided in the FTSA and pursuant to Section 4.10 commensurate with the proposed in-service date of the expansion project. Transporter will indicate in any posting of the reserved capacity any limitations on term extension rights that will apply to such limited-term transportation service.

#### 4.4 Capacity Reserved for Future Expansion/Extension Projects (Continued)

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

#### 4.5 Off-System Capacity

- (a) Transporter may enter into transportation and/or storage agreements with upstream and downstream entities, including other interstate and intrastate pipelines and storage providers ("off-system capacity"). In the event Transporter acquires off-system capacity, Transporter will use such capacity for operational reasons or to render service for its Shippers on the acquired capacity, pursuant to Transporter's Tariff and subject to Transporter's currently approved rates including Third Party Charges as described below. In the event the off-system capacity is subject to renewal limitations, as specified in the third-party pipeline's tariff and/or provided by FERC Regulations, Transporter will indicate in its posting of capacity available for service any limitation to the extension rights that will apply as a result of such limitations on the off-system capacity. For purposes of transactions entered into subject to this section, the "Shipper must hold title" requirement shall not be applicable to the acquired capacity.
- (b) Third Party Charges. Notwithstanding Section 4.5(a) above, if a Shipper(s) requests, and Transporter agrees, to acquire off-system capacity from a third party(s) to provide transportation service for the benefit of such Shipper(s), Shipper(s) may, on a non-discriminatory basis, be required to pay Transporter, in addition to any applicable rates and charges assessed pursuant to this Tariff, the rates and charges Transporter is obligated to pay such third party(s) for the off-system capacity. Such charges may include, but are not limited to, daily reservation and commodity charges and applicable surcharges, fuel and power charges or retention, compression fees, balancing or storage fees, measurement fees, processing fees, and/or facility charges that are assessed by the third party. Such charges, unless otherwise agreed, shall be set forth as separate items on the monthly invoices rendered to Shipper. If capacity is acquired on behalf of multiple shippers, any fees or charges not directly attributable to reservation and/or usage charges will be allocated pro rata among those shippers based on the contract quantity of each shipper.

4.5 Off-System Capacity (Continued)

(b) Third Party Charges (Continued)

- (i) Any off-system capacity acquired by Transporter for the benefit of a Shipper(s) which is not used by that Shipper(s) shall be offered to other Shippers on a secondary and interruptible basis, pursuant to Transporter's FERC Gas Tariff and subject to Transporter's currently effective rates, including any applicable Third Party Charges as described below, as such tariff and rates may change from time to time. Transporter will indicate in its posting of any off-system capacity available for service whether any Third Party Charges will apply to the use of such off-system capacity.
- (A) If on any Day, Transporter schedules for the benefit of a Shipper(s) from/to Secondary or Segmented Point(s), on any off-system capacity held by Transporter, such quantities shall be subject to Transporter's third party reservation rate. The third party reservation rate shall be calculated by converting the applicable third party's reservation rate to a daily rate using the same method as defined in Note 2 on the Statement of Rates. If on any Day, Transporter schedules interruptible transportation from/to point(s) on any off-system capacity held by Transporter, such quantities shall be subject to Transporter's third party interruptible rate. The third party interruptible rate shall be the equivalent of the applicable third party reservation rate. In addition, for both such firm and interruptible quantities scheduled, Shipper shall pay any other charges specifically incurred by Transporter related to the applicable off-system capacity as a result of the Shipper's transportation on the off-system capacity for that Day, e.g., commodity charges, surcharges, additional reservation charges (due for example because of a higher rate at non-primary points), out-of-zone charges, FL&U charges, compression fees, etc.; provided however, Shipper shall not be required to pay for any penalties assessed to Transporter by the off-system pipeline for activities that were beyond the control of the Shipper.
- (B) Transporter holds more than one off-system contract with a third party, Transporter shall determine the third party reservation and commodity rates to be billed for secondary and/or interruptible service using the method described below. Such third party rates shall be determined by calculating a monthly weighted average rate based on the rates paid and the contract/reservation quantities invoiced Transporter by the third party. The calculated weighted average rate will then be multiplied by the secondary and/or interruptible transport quantity to determine the third party charges. The sum of the third party charges, commodity charges and applicable surcharges, as described in Section 4.5(b) will be included on Shipper's monthly invoice as Third Party Charges, if applicable.

4.5 Off-System Capacity (Continued)

(b) (i) (Continued)

(C) Transporter shall post the third party rates for all off-system locations and any applicable FL&U reimbursement charges on its electronic bulletin board.

(ii) If Transporter receives refunds or credits from a third-party pipeline which are directly related to Third-Party Charges, such refunds or credits would be flowed through to the appropriate Shipper(s) to the extent that the rate(s) paid by the Shipper(s) exceeds the net rate (after refund) Transporter has actually paid and Transporter has otherwise fully recovered its costs for such off-system capacity.

(c) For the purposes of capacity release, any off-system capacity acquired by Transporter from a third-party will be treated under the terms and conditions of Transporter's tariff.

4.6 Electronic Execution of Agreements. For all TSAs (including all Park & Loan Agreements, Park & Loan Service Request Orders, HSP-1 Agreements, FDBS Agreements and amendments to existing agreements) entered into on or after the effective date of this tariff provision (all of which shall be referred to as TSAs for purposes of this Section 4.6), Transporter and Shipper may execute such TSAs electronically or by signing a traditional paper agreement. If Shipper elects to sign a traditional paper agreement, then Shipper shall not submit nominations while the paper TSA is pending execution. For TSAs requiring filing with the Commission, Transporter may submit either electronic or traditional paper TSAs.

(a) The TSA shall be deemed to be executed by Shipper when the Shipper accepts the TSA electronically via Transporter's electronic bulletin board. The TSA shall be deemed to be executed by Transporter when Transporter accepts the Shipper's TSA using the electronic bulletin board. Upon acceptance by both Shipper and Transporter, the TSA will be deemed fully executed. A TSA that is executed in this manner shall be deemed to have been "signed" and to constitute an "original" when printed from electronic files or records.

(b) Notwithstanding the above, if the Shipper and Transporter electronically execute a TSA and the Shipper later requests a traditional paper TSA, the electronic TSA shall be deemed the original until the paper TSA is executed by both parties.

(c) If a TSA contains provisions that must be reviewed by the Commission, and the TSA is not accepted by the Commission, then Transporter and Shipper shall collaborate to remedy any deficiencies.

4.7 Reserved

- 4.8 Upon execution of an agreement with Transporter, Shipper shall provide to Transporter (1) the name of the corporate entity or entities ultimately receiving the Gas, if other than a local distribution company, or interstate pipeline company, or intrastate pipeline company purchasing Gas for its system supply, and such names shall be included in the agreement; (2) such other information as may be required in order for Transporter to comply with any FERC reporting requirements.
- 4.9 Transporter shall keep confidential all information furnished by Shipper in compliance with Sections 4.1 and 4.8 herein, subject to the requirement that no information required by the Commission to be publicly available shall be kept confidential.
- 4.10 Right of First Refusal
- (a) Shipper Notice of Intent to Renew
- (i) Shipper either (i) has an agreement with an effective date before March 27, 2000 with a term of one year or longer, or (ii) has an agreement with an effective date on or after March 27, 2000 for service for twelve consecutive months or more at the applicable maximum rate for that service, except that a contract for more than one year, for service which is not available for 12 consecutive months, would be subject to the right of first refusal. However, if such Shipper has entered into a firm agreement utilizing off-system capacity contracted for pursuant to Section 4.5 of the General Terms and Conditions, it may not elect to extend the term of its agreement beyond the term of Transporter's agreement for such off-system capacity.
- (ii) Notice is due on or before the "Notice Date" which is; (i) six months prior to the expiration date for firm transportation agreements of three years or less and (ii) twelve months prior to the expiration date for firm transportation agreements greater than three years.
- (iii) A Shipper shall relinquish all rights to the capacity underlying its firm transportation agreement upon termination by failing to provide notice or by issuing a notice to terminate pursuant to Section 4.10(a)(ii) above.
- (iv) A Shipper shall furnish notice of its intent to extend its firm transportation agreement by issuing a notice to extend pursuant to Section 4.10(a)(ii). Such notice will include the proposed terms of extension.
- (v) If the expiring firm transportation agreement contains an "evergreen" provision, the Shipper's right to continued Service, as to all its terms, shall be governed by the terms of the "evergreen" provision.

#### 4.10 Right of First Refusal (Continued)

(a) Shipper Notice of Intent to Renew (Continued)

- (vi) If an "evergreen" provision is not included in the expiring agreement, and the Shipper provides notice of its desire to extend the agreement at the maximum Tariff rate and for a term of less than 5 years, Transporter shall proceed to a "Solicitation of Bids" as described in this Section. If the notice includes a request for a rate discount, the request shall be considered a notice of intent to terminate and the Shipper shall have no first right to the capacity underlying its firm transportation agreement. Shipper's desire to extend service but at discounted rates shall be considered with other bids for the capacity received under the "Solicitation of Bids." If Shipper's bid is superior to other bids received, Transporter and the Shipper may negotiate a new agreement, but neither Transporter nor Shipper shall have any rights or obligations as to the expiring agreement or to the capacity underlying it.
  - (vii) Shipper having a negotiated rate firm transportation agreement does not have a right of first refusal.
- (b) Subject to Section 4.10(a), Shipper may exercise its right to retain a portion of its firm service entitlement subject to the right of first refusal, however, the Shipper may not exercise the right of first refusal for a geographic portion of its agreement.
- (c) Solicitation of Bids. If the Shipper has given notice of intent to renew its contract as described in Section 4.10(a), Transporter shall solicit competing bids for the subject capacity. Beginning not later than 30 Business Days after the "Notice Date," and continuing for thirty days (the "Bid Period"), Transporter shall post on its electronic bulletin board notice of the capacity which will be available as a result of the expiring agreement and the minimum acceptable terms for bidding on such capacity. Any party may submit a bid for the subject capacity during the "Bid Period."

#### 4.10 Right of First Refusal (Continued)

- (d) Notification of Existing Shipper and Right to Match. If Shipper has given notice of intent to renew as described in Section 4.10(a), then within ten Business Days after the close of the "Bid Period," Transporter shall notify the existing Shipper of any offers deemed superior to the Shipper's proposed terms of extension based upon the net present value of the Reservation Charges to be paid under such bids and the proposed term of such, using Transporter's then-effective rate of return on equity. The term of any competing offers shall not be capped for comparison purposes. If a superior offer is not received, the Shipper shall be entitled to a term extension of the expiring agreement provided that Shipper agrees to pay Transporter's maximum Tariff rate. Within ten Business Days after such notification by Transporter, Shipper must notify Transporter of its intent to match the highest competing offer. If Shipper does not provide notification within the ten-day period, Transporter may enter into an agreement with the bidder submitting the highest offer utilizing the capacity.
- (e) Continuation If No Firm Transportation Agreement Is Executed. If the existing Shipper declines to match a superior competing offer, and an agreement is not executed for the subject capacity on or before expiration of the existing Shipper's firm transportation agreement, the existing Shipper shall have the right to continue service at Transporter's maximum Tariff rate, for an agreed term between the Parties. If the existing Shipper declines to continue service as of the date of contract expiration, or if the Parties are unable to reach agreement on the term of extension, then Shipper's rights to the subject capacity shall terminate as if the existing Shipper had given notice of intent to terminate its agreement.
- (f) Right of First Refusal Clause in Firm Transportation Agreement. Transporter and Shipper may agree to include a right of first refusal rollover or evergreen clause in their agreement. The contractual right of first refusal, rollover or evergreen clause would allow the Shipper to exercise a right of first refusal in situations where the regulatory right would not apply. In such case, Shipper may rely on its contractual rights in lieu of the regulatory right of first refusal. However, if a Shipper has entered into a firm agreement utilizing off-system capacity contracted for pursuant to Section 4.5 of the General Terms and Conditions, it may not elect to extend the term of its agreement beyond the term of Transporter's agreement for such off-system capacity.
- (g) Capacity that is sold on an interim basis up to the commencement date of a prospective firm transportation agreement, pursuant to Section 4.2(e) of the General Terms and Conditions, shall not be eligible for a right of first refusal.

#### 4.10 Right of First Refusal (Continued)

- (h) Capacity that is sold on an interim basis in accordance with Section 4.4, Capacity Reserved for Future Expansion/Extension Projects, shall not be eligible for a right-of-first-refusal unless Transporter and Shipper agree to a conditional contractual right-of-first-refusal that would take effect upon a determination that the proposed project will not go forward.
- (i) Capacity that is sold and which is associated with leased capacity shall not be eligible for a right-of-first-refusal unless Transporter and Shipper agree to a conditional contractual right-of-first-refusal. Such contractual right-of first-refusal will be conditioned on the availability of the leased capacity and the remaining term of Transporter's underlying agreement for such capacity.

4.11 Amendment. The agreement shall be amended only by an instrument executed by both Parties electronically using the process described in Section 4.6 or through placing signatures on a traditional paper agreement.

#### 4.12 Extension of Executed Agreements

- (a) Transporter and Shipper may mutually agree to the early termination of one or more transportation service agreements in exchange for Shipper's extension of the use of all or part of the underlying capacity under new terms. To the extent that Transporter and Shipper have mutually agreed to this arrangement, Shipper need not participate in an open season for the extension nor must the underlying capacity be posted on Transporter's electronic bulletin board as unsubscribed, available capacity prior to the extension.
- (b) Prior to the expiration of the term of a transportation service agreement, Transporter and Shipper may mutually agree to an extension of the term of the agreement with respect to all or part of the underlying capacity (the exact terms of which are to be negotiated on a case-by-case basis in a not unduly discriminatory manner). To the extent that Transporter and Shipper have mutually agreed to this arrangement, Shipper need not participate in an open season for the extension nor must the underlying capacity be posted on Transporter's electronic bulletin board as unsubscribed, available capacity prior to the extension. If a transportation service agreement has a ROFR, the agreement to extend the term must be reached prior to the receipt of an acceptable bid submitted pursuant to this Section 4 of these General Terms and Conditions.
- (c) When a transportation service agreement is subject to a regulatory ROFR, contains a contractual ROFR, a rollover clause, or an evergreen clause, the extension of the contract term will apply to each expiring increment of capacity (i.e., contract quantities that reduce on an agreed schedule) during the term of the agreement.



- 4.13 Creditworthiness Requirement. Transporter shall not be required to commence service or to continue to perform service under the firm or interruptible rate schedules for any Shipper who fails to demonstrate creditworthiness as reasonably determined by Transporter. Transporter's determination of creditworthiness shall be based upon a review of Shipper's financial statements, bank references, trade references, and such other information relating to Shipper's financial status, obligation payment history, and other relevant factors as may be necessary to satisfy Transporter that Shipper is creditworthy. Upon Shipper's request, Transporter shall provide a written explanation of any credit limitation applied to Shipper.

Firm Service: If necessary, Transporter may require Shipper to deposit with Transporter and maintain, on prepaid account, or to establish and maintain an escrow account or to furnish a letter of credit in an amount equal to Transporter's estimate of 2 Months of charges for performing such service at the level of Shipper's Rate Schedule FT Maximum Delivery Quantity or Rate Schedule FDBS Maximum Balancing Amount (as applicable) or to furnish within 15 Days, good and sufficient security, as determined solely by Transporter, of a continuing nature and in an amount equal to Transporter's estimate of 2 Months of charges for performing said service at the level of Shipper's Maximum Delivery Quantity or Maximum Balancing Amount (as applicable), or may require such other measures as Transporter may specify.

Interruptible Service: If necessary, Transporter may require Shipper to deposit with Transporter and maintain, on prepaid account, or to establish and maintain an escrow account or to furnish a letter of credit in an amount equal to Transporter's estimate of 2 Months of charges for performing such service or to furnish within 15 Days, good and sufficient security, as determined solely by Transporter, of a continuing nature and in an amount equal to Transporter's estimate of 2 Months of charges for performing said service or may require such other measures as Transporter may specify.

Transporter will also permit another entity to guarantee Shipper's obligation, provided that the guarantor has sufficient credit available, as determined by Transporter in accordance with this provision. Transporter may, without waiving any rights or remedies it may have, suspend further service until such acceptable security is received by Transporter. Upon Shipper's establishment of an acceptable credit record or upon expiration of the Agreement, Transporter shall refund Shipper's deposit, less any amounts due Transporter, with interest accrued at rates set pursuant to 18 CFR Section 154.501(d).

4.14 Discounting. In the event that Transporter agrees to discount its rate to Shipper below Transporter's maximum rate under Transporter's FT, IT, PAL and FDBS Rate Schedules, the following discount terms may be reflected on the applicable service agreements and will apply without the discount constituting a material deviation from Transporter's Form of service agreement; provided, however, that any such discounted rates set forth below shall be between the minimum and maximum rates applicable to the service provided under the applicable rate schedule. Such discounted rates may apply:

- (a) only to certain specified service entitlements under the agreement;
- (b) only if specified quantity levels (including Parked or Loaned quantities requested on the specific dates mutually agreed to by Transporter and Shipper under Rate Schedule PAL) are actually achieved under the agreement (with higher rates, charges, and fees applicable to all quantities above those levels, or to all quantities under the Agreement and/or PAL Service Request Order if the specified levels are not achieved);
- (c) only to production reserves committed by the Shipper;
- (d) only during specified time periods;
- (e) only to specified Point(s) of Receipt, Point(s) of Delivery, mainline area segments, supply areas, Transportation routes, or defined geographical areas; or
- (f) in a specified relationship to the quantities actually Delivered (i.e., that the rates shall be adjusted in a specified relationship to quantities actually Delivered); and/or
- (g) to published index prices for specific receipt and/or delivery points or other agreed-upon published pricing reference points for price determination (such discounted rate may be based upon the differential between published index prices or arrived at by formula). Such discounted rate:
  - (1) shall not change the underlying rate design;
  - (2) shall not include any minimum bill or minimum take provision that has the effect of guaranteeing revenue;
  - (3) shall define the rate component to be discounted.

In addition, the discount language of the agreement may include a provision that if one rate component which was at or below the applicable maximum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate due to a change in Transporter's maximum rates so that such rate component must be adjusted downward to equal the new applicable maximum rate, then other rate components may be adjusted upward to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts

#### 4.14 Discounting (Continued)

revised tariff provisions. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

#### 4.15 Non-Conforming Negotiated Rates

- (a) Authority and Conditions: The rate or rates to be charged for service pursuant to any rate schedule contained in this Tariff may deviate in form or level from the maximum-to-minimum ranges set forth on Statement of Rates of this Tariff, provided:
  - (i) Transporter and Shipper have executed a valid service agreement agreeing to such nonconforming negotiated rate(s) or rate formula,
  - (ii) At the time of execution of such service agreement or amendment agreeing to the nonconforming negotiated rate(s) or rate formula, Shipper had access to service pursuant to this Tariff at the rates then set forth on the Statement of Rates, and
  - (iii) Prior to commencing service at such nonconforming negotiated rate(s) or rate formula, Transporter will have filed a tariff provision advising the Commission of such agreement, stating the exact legal name of Shipper and specifying the rate or rate formula included in such agreement.
- (b) Impact on Capacity Allocation: To the extent the revenue level pursuant to the nonconforming negotiated rate(s) or rate formula provided for in Section 4.15(a) above should exceed the maximum rate for such service stated on the Statement of Rates, Shipper, paying such nonconforming rate(s) shall be treated, for capacity-allocation purposes, and for purposes of evaluating bids pursuant to Section 4.10 of these General Terms and Conditions, as if the rate(s) paid had been equal to the maximum rate for such service stated on the Statement of Rates. The highest rate the Shipper must match for the right of first refusal purposes is the maximum rate set forth in this Tariff. Any Shipper, existing or new, paying the maximum tariff rate(s) has the same right to capacity as a Shipper willing to pay a higher negotiated rate(s). If the negotiated rate(s) is higher than the corresponding maximum recourse rate(s), the negotiated rate(s) cannot be used as the price cap for release capacity pursuant to Section 9 of these General Terms and Conditions.

4.15 Non-Conforming Negotiated Rates (Continued)

- (c) Accounting for Costs and Revenues: The allocation of costs to, and recording of revenues from service at nonconforming negotiated rate(s) or rate formula(s) will follow Transporter's normal practices associated with all of Transporter's services under this Tariff. Should Transporter institute any revenue tracker or other device to flow through currently to its Shippers the impact of interruptible or other transportation transactions, the treatment in such tracker of revenues from nonconforming negotiated rate(s) or rate formula(s) shall be specified in such tracker provision.
- (d) (i) Treatment of discounts: A discount adjustment to recourse rates shall only be allowed to the extent that Transporter can meet the standards required of an affiliate discount type adjustment including requiring that the Transporter shall have the burden of proving that any discount granted is required to meet competition.

Transporter shall be required to demonstrate that any discount type adjustment does not have an adverse impact on recourse rate shippers.

- (A) Demonstrating that, in the absence of Transporter's entering into such non-conforming negotiated rate agreement providing for such discount, Transporter would not have been able to contract for such capacity at any higher rate, and that recourse rates would otherwise be as high or higher than recourse rates which result after applying the discount adjustment; or
  - (B) Making another comparable showing that the non-conforming negotiated rate discount contributes more fixed costs to the system than could have been achieved without the discount.
- (ii) Transporter may also seek to include in a discount-type adjustment non-conforming negotiated rate agreements that were converted from pre-existing discounted Part 284 agreements to non-conforming negotiated rate agreements. Such adjustment would be based on the greater of: (i) the negotiated rate revenues received or (ii) the discounted recourse rate revenues which otherwise would have been received.

- 4.16 Any notice, statement, or bill provided for in the agreement shall be in writing and shall be considered as having been given if hand carried, transmitted electronically (including facsimile transmissions and computer transmissions), or if mailed by United States mail, postage prepaid, to the address contained in the agreement.

- 4.17 Governmental Regulation. The transportation service agreement is subject to present and future valid orders of duly constituted authorities having jurisdiction over the subject matter thereof. Upon cessation of such jurisdiction or control, all rights and obligations set forth in the transportation service agreement shall continue in effect.
- 4.18 Assignment
- (a) Assignable Parties. This agreement may be assigned by either of the Parties to:
    - (i) any person, firm, or corporation acquiring all, or substantially all, of the natural gas business of said Party;
    - (ii) a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities; but it may not be otherwise assigned without the consent of the other Party hereto. Whenever any corporation is referred to herein, such reference shall be deemed to include the successors and assignees of such corporation.
  - (b) Assignment. This agreement shall be binding upon and inure to the benefit of the successors and assignees of each of the Parties hereto.
  - (c) Clarification of Use. Unless expressly allowed by Transporter in writing, Transportation Service for other than the purposes expressly stated in the Agreement shall not be provided.
- 4.19 Agents. Shipper must provide written notice to Transporter of the name, and any other pertinent information of another person ("Agent") that has agency authority to act for Shipper pursuant to an Agreement under Rate Schedule FT, IT, PAL and/or FDBS (as applicable), in connection with (1) the operation of pipelines, facilities and wells in connection with an agreement under this rate schedule, (2) Operational Flow Orders and Imbalance Management as discussed in Sections 11.1 and 10, respectively, of the General Terms and Conditions of this Tariff and/or (3) other matters covered by an agreement. If the Agent has authority under (1) and (2) above, operating notices shall be served on the Agent alone. When using an Agent, the Shipper remains bound by its obligations under an agreement. Further, commitments made by the Agent on behalf of the Shipper are binding on the Shipper as if made by the Shipper. The Shipper must provide prompt written notice of the termination of the agency.
- 4.20 Governmental Authorization. Each Party's obligations under an agreement incorporating these General Terms and Conditions are conditioned upon each Party obtaining from governmental authorities having jurisdiction such authorization as may be necessary, in form and substance satisfactory to the Party applying therefor. Neither Transporter nor Shipper shall be required to accept any authorization which, in the opinion of the Party applying for same, contravenes, nullifies, or is contrary to any provisions hereof or of any provision of the transportation service agreement.

- 4.21 Regulatory Authority: All services shall be performed pursuant to 18 CFR 284.221 authority, unless Shipper elects service to be performed pursuant to 18 CFR 284.101 (Section 311) authority. In that event, Transporter shall only accept, and Shipper shall only make, Nominations for service to be performed pursuant to 18 CFR 284.101 (Section 311) in accordance with the regulations governing the provisions of such service, and after Transporter has received an "on behalf of" letter acceptable to Transporter.
- 4.22 Governing Law. The laws of the State of Colorado shall govern the validity, construction, interpretation and effect of agreements and of the applicable Tariff provisions. Agreements are subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
- 4.23 Termination Obligations: Termination of an agreement under Rate Schedules FT, IT, PAL, HSP-1, and FDBS shall not relieve Transporter and Shipper or Pooler of the obligation to correct any quantity imbalances or relieve Shipper or Pooler of the obligation to pay money due to Transporter under an agreement. All warranties and indemnities shall survive termination of the agreement.

## 5. SERVICE CONDITIONS

- 5.1 Service Information. Current information regarding (1) the availability and pricing of Transportation Service and (2) the pipeline capacity available for Transportation Service can be obtained by calling the telephone numbers listed under the Notices paragraph in Part I: Overview, Section 4 – Points of Contact of this Tariff.
- 5.2 Limitation of Service. Transporter shall not be required to perform service under the agreement on behalf of any Shipper that fails to substantially comply with any and all of the terms and conditions of the agreement including the applicable Rate Schedules and these General Terms and Conditions.
- 5.3 Other Interruptions of Service. Transporter shall have the right to interrupt the transportation of Gas for Shipper, when necessary to test, alter, modify, enlarge, or repair any facility or property comprising a part of, or appurtenant to, its system, or otherwise related to the operation thereof. Transporter shall endeavor to cause a minimum of inconvenience to Shipper. Except in cases of unforeseen emergency, Transporter shall give advance notice to Shipper of its intention to so interrupt the transportation of Gas, stating the anticipated timing and magnitude of each such interruption. Except as set forth above and in Section 16 of the General Terms and Conditions, Transporter shall have no other responsibilities to Shipper for any alterations or repairs and no liability for any losses occasioned by such alterations or repairs except to the extent that Transporter has acted in an unreasonable or imprudent manner.
- 5.4 Delivery Lateral Policy. Transporter shall not be obligated to extend or expand a lateral (as defined in 18 C.F.R. 154.109(b)) except when, in Transporter's reasonable discretion, such expansion or extension is appropriate.

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

### 5.5 Pressure Commitments

- (a) Pressure at the Point(s) of Receipt. Shipper shall cause the Gas to be Tendered at the Point(s) of Receipt at a pressure sufficient to enter Transporter's system, provided Shipper shall not, except with the agreement of Transporter, be permitted to Tender the Gas at any Point of Receipt at a pressure in excess of the pressure specified for the Point(s) of Receipt in Exhibit A to the agreement.
- (b) Pressure at the Point(s) of Delivery. Transporter shall Tender Gas at the Point(s) of Delivery at pressures sufficient to effect Delivery into the receiving pipeline facilities against the pressures prevailing from time to time. Transporter, however, shall not be required to Deliver Gas at a pressure greater than the pressure specified for each Point of Delivery in Exhibit A to the agreement.

5.6 Attribution of Costs. If, by an order, opinion, approval of a settlement of any of Transporter's rate cases, or otherwise, the FERC directly or indirectly requires changes in the costs attributable to Transportation Service by Transporter hereunder or the rate form in which such costs are recovered, then, as of the effective date of such change in attribution or rate form, the maximum transportation rate hereunder shall be changed to reflect all costs attributed to the Transportation Service hereunder or to reflect any new rate form. However, in no instances will the rate charged by Transporter exceed the maximum rate authorized by the FERC.

5.7 Changes in Transportation Rate. The Parties recognize that the minimum and maximum transportation rates, as well as the terms and conditions, for Transportation Service hereunder may require change from time to time. Accordingly, Transporter's minimum and maximum transportation rates, and the terms and conditions of such service, may from time to time be changed by appropriate lawful processes, including the filing of changed provisions with the FERC. Transporter shall be entitled to collect, and Shipper shall be required to pay any increased maximum transportation rate from Shipper when such Shipper had previously agreed to pay the maximum rate commencing with the effective date of such change. Nothing herein shall prejudice the rights of Shipper to contest at any time changes to the charges for the services rendered hereunder by Transporter.



## 6. NOMINATIONS AND SCHEDULING PROCEDURES

- 6.1 Nomination Procedures and Deadlines. Nominating Parties will submit Nominations to Transporter in accordance with the procedures and conditions set forth in this Section. Except as provided below for certain nominations, Transporter will support the NAESB WGQ Standard No. 1.3.2 nomination cycles, as modified for the extension of the deadline for nominations to leave control of the Nominating Party (nomination deadlines) for an additional fifteen minutes. However, Transporter reserves the right to waive the deadlines specified herein, provided that no Shipper will be disadvantaged by such waiver.

All Shippers nominating to Points of Receipt or Delivery located on either the White River Hub, Rockies Express Pipeline, LLC, or Questar Overthrust Pipeline Company's transmission system, under capacity acquired by Transporter, shall submit nominations in accordance with NAESB WGQ Standard No. 1.3.2.

A natural gas interstate pipeline company holding a firm transportation service agreement on Transporter will be given an additional 15 minutes beyond the Nomination deadlines established in Sections 6.1(d), (e) and (f) to submit nominations under its firm transportation service agreement.

- (a) Nomination Communications:
  - (i) Transporter shall accept Nominations twenty-four (24) hours a day via Electronic Communications. Transporter's electronic bulletin board will contain after-hours and emergency contacts in the event communication is required beyond normal business hours.
  - (ii) Shipper should provide to Transporter the appropriate after-hours and emergency contacts for Shipper.
  - (iii) With the exception of otherwise stated NAESB Nominations deadlines, when a Transporter receives a Nomination document via electronic data interchange (EDI) from a Shipper by the conclusion of a given quarter hour period, the Transporter will send to the Shipper's designated site via EDI, a corresponding Quick Response document by the conclusion of the subsequent quarter hour period.

The quarter hour periods will be defined to begin on the hour and at 15, 30 and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour. (NAESB WGQ Standard No. 1.3.37)

6.1 (a) Nomination Procedures and Deadlines (Continued)

- (iv) Transporter's nightly processing and routine maintenance occurring outside of normal business hours are apt to interrupt the normal schedule for Nominations/quick response turnaround stated in NAESB WGQ Standard No. 1.3.37. Such delays should be kept to a minimum. The normal schedule should be resumed at the earliest opportunity and no later than the start of normal working hours the following day, seven days per week. (NAESB WGQ Standard No. 1.3.38)

(b) Nomination Data Elements

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

6.1 Nomination Procedures and Deadlines

(c) Determination of Scheduling Cycle and Reservation of Capacity

(i) Reserved.

(ii) Reserved.

(d) Transporter will support the following standard Nomination cycles (all times are Central Clock Time (CCT) pursuant to NAESB WGQ Standard No. 0.3.17):

The Timely Nomination Cycle

On the day prior to Gas flow:

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

Scheduled quantities resulting from Timely Nominations should be effective at the start of the next Gas Day. (NAESB WGQ Standard No. 1.3.2 (i))

(e) Intraday Nomination Requirements

- (i) For services that provide for Intraday Nominations and scheduling, there is no limitation as to the number of Intraday Nominations (line items as per NAESB WGQ Standard No. 1.2.1) which a service requester may submit at any one standard nomination cycle or in total across all standard nomination cycles. (NAESB WGQ Standard No. 1.3.32)
- (ii) Intraday Nominations are to be submitted in full-Day quantities.
- (iii) Firm Intraday Nominations shall be scheduled ahead of previously scheduled interruptible Nominations in the Evening, Intraday 1 and Intraday 2 Nomination Cycles. Application of this provision will result in such interruptible Nominations being Bumped.

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

- (iv) Flow Day Diversion. Subject to the limitations set forth in the applicable rate schedule, during any intraday Nomination cycle for the Gas Day a Shipper moving gas pursuant to this Tariff may use the Flow Day Diversion process to divert Scheduled Quantities to a new Point of Receipt or Point of Delivery as detailed in this Section 6. Such diversion is limited to the elapsed pro rata scheduled quantities, as applicable.

(A) Flow Day Diversion Options

- (1) A Shipper may divert Scheduled Quantities to a new Point of Receipt upstream of a Segment.
- (2) A Shipper may divert Scheduled Quantities to a new Point of Delivery downstream of a Segment.
- (3) Flow Day Diversion is not available for quantities scheduled at off-system locations nominated pursuant to General Terms and Conditions Section 4.5.

(B) Conditions of Flow Day Diversion

- (1) Shipper shall divert Scheduled Quantities under the same transportation service agreement as quantities scheduled for the Gas Day.
- (2) All nominations on a transportation service agreement, including prior-cycle Nominations and new intraday Nominations, shall be evaluated against quantities scheduled at a location(s) and on a Segment(s) available in the most recent intraday cycle.
- (3) At Shipper's option, the Flow Day Diversion Nomination may include changes to upstream/downstream transaction information, including Package Identification and Rank.
- (4) All Nominations are evaluated based on the requirements of General Terms and Conditions Section 6.3.

6.1 Nomination Procedures and Deadlines  
(e)(B)(4)(continued)

- (a) To the extent the sum of the Nominations for a transportation service agreement do not exceed the previously scheduled capacity for that transportation service agreement at a location or on a Segment, such Nominations shall be processed as previously scheduled in the intraday cycle.
  - (b) If the sum of the nominated quantities on a transportation service agreement in an intraday cycle exceeds the previously scheduled capacity at a location or on a Segment, such additional quantities shall be processed as incremental Nominations and scheduled pursuant to General Terms and Conditions Section 6.3.
- (v) When a previously confirmed and scheduled quantity is altered, notification of such alteration should be provided to all of the parties below that are affected: 1) Confirmation Requester in a Confirmation Response (or unsolicited Confirmation Response as applicable) document by the Confirming Party; 2) Confirming Party in a Request for Confirmation document by the Confirmation Requester; 3) Service Requester(s) in a Scheduled Quantity document by the applicable Confirming Party or Confirmation Requester on whose system the Service Requester(s) Nomination(s) were made. (NAESB WGQ Standard No. 1.3.44)
  - (1) Applicable notification(s) of such alterations should be provided to the affected parties reasonably proximate in time to the time during which the event causing the alteration was acted upon by the Confirmation Requester or Confirming Party, respectively. With respect to the implementation of this process via the 1.4.X standards, Confirming Parties should send the applicable document(s) to the applicable party(ies) no later than the next time they are slated to communicate confirmations or scheduled quantities (as applicable). (NAESB WGQ Standard No. 1.3.44)
  - (2) Transportation Service Provider should provide affected Parties with notification of Intraday Bumps, Operational Flow Orders, and other Critical Notices through the affected Party's choice of Electronic Notice Delivery Mechanism(s). (NAESB WGQ Standard 5.3.34) "Electronic Notice Delivery" is the term used to describe the delivery of notices via Internet E-mail and/or EDI/EDM. (NAESB WGQ Standard No. 5.2.2)

6.1 Nomination Procedures and Deadlines

(e) (continued)

- (vi) Intraday Bump notices should indicate whether daily penalties will apply for the Gas Day for which quantities are reduced. (NAESB WGQ Standard No. 1.3.51)
- (vii) Scheduling of Intraday Nominations shall be based on the elapsed pro rata scheduled quantities. Elapsed-prorated-scheduled quantity means that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the Intraday Nomination being confirmed, based upon a cumulative uniform hourly quantity for each Nomination period affected. (NAESB WGQ Standard No. 1.2.12)
- (viii) Intraday Nominations can be used to request increases or decreases in total flow, changes to receipt points, or changes to delivery points of scheduled gas. (NAESB WGQ Standard No. 1.3.11) However, requests for decrease in flow shall only be accepted to the extent they do not represent a decrease below previous confirmed quantities which would have flowed on the requested Gas Day prior to the Nominated decrease, assuming even hourly flow rates. Intraday Nominations do not rollover (i.e. Intraday Nominations span one Day only).

Intraday Nominations may be used to Nominate new supply or market. (NAESB WGQ Standard No. 1.3.33)

- (ix) Intraday Nominations do not roll over (i.e. Intraday Nominations span one Gas Day only). Intraday Nominations do not replace the remainder of a standing Nomination. There is no need to re-Nominate if an Intraday Nomination modifies an existing Nomination. (NAESB WGQ Standard No. 1.3.13) Intraday Nominations which are not able to be Confirmed are considered to be void.
- (x) Intraday Nominations shall be considered complete upon Transporter's receipt of a valid Nomination and the corresponding up and downstream confirmations.
- (xi) Transporter will re-determine scheduled quantities, pursuant to the scheduling priorities of Section 6.3, at the Evening, Intraday 1, Intraday 2 and Intraday 3 Nomination Cycles when such scheduled quantities are affected by a discount requested by Shipper and granted by Transporter. Such re-determination may cause a discounted firm Shipper that receives a discount after Gas has been scheduled to be Bumped.

6.1 Nomination Procedures and Deadlines  
(continued)

(f) The Evening Nomination Cycle

On the day prior to Gas flow:

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

Scheduled quantities resulting from Evening Nominations should be effective at the start of the next Gas Day. (NAESB WGQ Standard No. 1.3.2(ii))

The Intraday 1 Nomination Cycle

On the current Gas Day:

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

Scheduled quantities resulting from Intraday 1 Nominations should be effective at 2:00 p.m. on the current Gas Day. (NAESB WGQ Standard No. 1.3.2(iii))

The Intraday 2 Nomination Cycle

On the current Gas Day:

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

Scheduled quantities resulting from Intraday 2 Nominations should be effective at 6:00 p.m. on the current Gas Day. (NAESB WGQ Standard No. 1.3.2(iv))

6.1 Nomination Procedures and Deadlines  
(f)(continued)

The Intraday 3 Nomination Cycle  
On the current Gas Day:

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

Scheduled quantities resulting from Intraday 3 Nominations should be effective at 10:00 p.m. on the current Gas Day. Bumping is not allowed during the Intraday 3 Nomination Cycle. (NAESB WGQ Standard No. 1.3.2(v))

- (g) For purposes of NAESB WGQ Standard No. 1.3.2 (ii), (iii), (iv) and (v), the word "provides" shall mean, for transmittals pursuant to NAESB WGQ Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post. (NAESB WGQ Standard No. 1.3.2 (vi))
- (h) Shown in Section 1 of Part VI: Illustrations is a representation of NAESB WGQ Standard No 1.3.2 in tabular format.
- (i) Nominated Imbalance Quantities. Shippers shall separately Nominate makeup and payback quantities to resolve imbalances.
- (j) Overrun Nominations. Shipper may separately Nominate quantities in excess of its MDQ. However, in the event that such excess quantities are included in other Nominations, the excess portion of such Nomination will be scheduled pursuant to Section 6.



#### 6.1 Nomination Procedures and Deadlines (continued)

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

#### 6.2 Confirmation and Scheduling Criteria

- (a) For request to confirm and Confirmation response processes, all Parties will seek to confirm by means of communicating at the applicable detail/summary level all transactions with respect to a location. (NAESB WGQ Standard No. 1.3.35)
- (b) In the Confirmation process, where a party requesting Confirmation (a Confirmation Requester) is not itself a Transportation Service Provider, the location code to be used when sending a Request for Confirmation should be the location code associated with the location where Gas will be scheduled by the Transportation Service Provider; and, where a Confirmation Requester is also a Transportation Service Provider; then, as between these confirming parties (the Confirmation Requester and the Confirming Parties), and absent their mutual agreement to the contrary, the location code to be used when sending a Request for Confirmation should be the location code used by the Transportation Service Provider sending the Request for Confirmation. (NAESB WGQ Standard No. 1.3.36)

6.2 Confirmation and Scheduling Criteria (continued)

- (c) The receiver of the Nomination initiates the Confirmation process. The Party that would receive a Request for Confirmation or an unsolicited Confirmation Response may waive the obligation of the sender to send. (NAESB WGQ Standard No. 1.3.20)
- (d) When a Confirmation Requester receives a Confirmation Response document via EDI from a Confirming Party by the conclusion of a given quarter hour period, the Confirmation Requester will send to the Confirming Party's designated site via EDI, a corresponding Confirmation Response Quick Response document by the conclusion of the subsequent quarter hour period.

The quarter hour periods will be defined to begin on the hour and at 15, 30, and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour. (NAESB WGQ Standard No. 1.3.45)

- (e) Reserved.
- (f) When Confirming Point(s) of Receipt and Point(s) of Delivery, Transporter shall use the lesser of the Confirmed Quantity and the Scheduled Quantity. Rankings provided in a Shipper's Nominations shall be used to prioritize reductions to requested quantities when such prioritization is not in conflict with other provisions of this Tariff.
- (g) With respect to the Confirmation process for Daily Nominations, at a Point of Receipt or Delivery, in the absence of agreement to the contrary, the lesser of the confirmation quantities should be the Confirmed Quantity. If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the lesser of the Confirmation Quantity or the previous Scheduled Quantity should be the new Confirmed Quantity.

6.2 Confirmation and Scheduling Criteria (continued)

- (h) With respect to the Confirmation process for Intraday Nominations, the following provisions apply:
  - (i) Requests for Increases. In the absence of agreement to the contrary, the lesser of the Confirmation Quantities should be the new Confirmed Quantity. If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the previously Scheduled Quantity should be the new Confirmed Quantity.
  - (ii) Requests for Decreases. In the absence of agreement to the contrary, the lesser of the confirmation quantities should be the new Confirmed Quantity, but in any event no less than the elapsed-prorated-scheduled quantity. If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the greater of the Confirmation Quantity or the elapsed-prorated-scheduled quantity should be the new Confirmed Quantity.
- (i) With respect to paragraphs (g) and (h) above, if there is no response to a Request for Confirmation or an unsolicited Confirmation Response, Transporter shall provide the appropriate Shippers and Confirming Parties with the following information via the Scheduled Quantity document to explain why the Nomination failed or was reduced, as applicable:
  - (i) Transporter shall inform the Shipper that Transporter did not conduct the Confirmation process.
  - (ii) Transporter shall inform Shipper that the Upstream or Downstream Confirming Party, as appropriate, responsible for the Confirmation did not conduct the Confirmation process.
  - (iii) Transporter shall inform Shipper that the Upstream or Downstream party, as appropriate, did not have the Gas and/or submit the necessary Nomination.
- (j) Nominations are considered to be scheduled and Confirmed when Confirmed Quantities are made available to the Nominating Party and to Confirming Parties via Electronic Communication, or when agreed to by Transporter, by facsimile.

- 6.3 Scheduling of Receipts and Deliveries. Each Day, Transporter shall schedule the quantities Nominated by Shippers in the order described hereinafter. However, all Scheduled Quantities are subject to confirmation prior to being designated as Confirmed Quantities.
- (a) The first quantities scheduled shall be those quantities Nominated by Shippers under Rate Schedule FT for Transportation Service utilizing Primary Capacity. If Transporter has insufficient capacity to schedule all quantities Nominated as Primary Capacity, Transporter shall schedule pro rata based on contract entitlement at the point at which the capacity limitation occurs.
  - (b) The next quantities shall be those nominated by Shippers under Rate Schedule FT for Transportation Service involving Flow Path Secondary Capacity. Quantities through Flow Path Secondary Capacity will be scheduled based on the rate being paid, with the highest rate being scheduled first. For purposes of determining the rate being paid, Transporter shall add the Shipper's effective Reservation Charges converted to a Daily rate at a 100 percent load factor and the Commodity Charge to calculate the Shipper's Effective Daily Rate ("EDR"). Shippers paying the same EDR shall be scheduled on a pro rata basis based on quantities nominated through Flow Path Secondary Capacity.
  - (c) The next quantities scheduled shall be those quantities Nominated by Shippers under Rate Schedule FT for Transportation Service involving Secondary Capacity. Secondary Capacity quantities will be scheduled based on the rate being paid, with quantities at the highest EDR being scheduled first. Quantities subject to the same EDR shall be scheduled on a pro rata basis based on quantities Nominated through Secondary Capacity.
  - (d) The next quantities scheduled shall be those quantities required by Transporter for the operational purchases and sales gas requirements contemplated in Section 27 of this Tariff.
  - (e) The next quantities scheduled shall be those quantities Nominated as interruptible service. Under this service, a Shipper paying a higher commodity rate than another Shipper shall be scheduled first. Further, within this group, Shippers paying the same commodity rate shall be scheduled pro rata based on quantities Nominated.
  - (f) The next quantities scheduled shall be those quantities Nominated by Shippers in excess of Maximum Delivery Quantity or contract demand under any Agreement

6.3 Scheduling of Receipts and Deliveries (continued)

- (g) The next quantities scheduled shall be those quantities Nominated under Rate Schedule PAL. Nominations for the pay back of Parked quantities shall be scheduled before Nominations for Park and/or Loan quantities under Rate Schedule PAL. Under this service, a Shipper paying a higher commodity rate than another Shipper shall be scheduled first. Further, within this group, Shippers paying the same commodity rate shall be scheduled pro rata based on quantities Nominated.

6.4 Special Scheduling Considerations

- (a) Scheduling of Intraday Nominations. For purposes of determining the portion of any Intraday Nomination which is to be scheduled when available capacity is not sufficient to schedule all quantities requested, all Intraday Nominations shall first be cumulated with all prior Confirmed Daily and Intraday Nominations for that Gas Day and compared to Shipper's MDQ. For the Intraday Nomination being processed, if the cumulated Nomination quantity is in excess of MDQ, that portion of the quantity in excess of MDQ and any subsequently processed Intraday Nomination under that service agreement shall be considered as using Overrun Capacity.
- (b) Scheduling of Pool Nominations. When required by capacity constraints, Nominations related to pooling agreement(s) shall be scheduled based on the priorities of the Downstream Shipper's service agreements. When appropriate, such capacity allocations may supersede the priority ranking provided by the Pooler.

6.5 Allocation of Capacity. If the capacity expected to be available on any Day is less than the quantities Nominated for service for any reason, then Transporter will schedule quantities consistent with the order of services set forth in Section 6.3 until all available capacity has been utilized. Where Transportation Service is interrupted due to capacity limitations, service shall be interrupted pursuant to the following order until the level of scheduled service equals available capacity. Transporter shall provide as much notice as is practicable prior to implementing any interruption of services.

- (a) The first quantities to be interrupted shall be those quantities Nominated as Rate Schedule PAL service. The allocation of capacity will be based on the commodity rate being paid. A service at a lower rate than another service shall be interrupted first. Further within this group, Shippers that are paying the same commodity rate shall be allocated pro rata based on quantities scheduled.
- (b) The next quantities to be interrupted shall be all Overrun Capacity on a pro rata basis.

## 6.5 Allocation of Capacity (Continued)

- (c) The next quantities to be interrupted shall be those quantities Nominated as interruptible service. The allocation of capacity will be based on the commodity rate being paid. A service at a lower rate than another service shall be interrupted first. Further within this group, Shippers that are paying the same commodity rate shall be allocated pro rata based on quantities scheduled.
- (d) The next quantities to be interrupted shall be those quantities utilizing Primary, Flow Path Secondary and/or Secondary Capacity. All firm transportation services (including imbalance payback quantities within firm entitlements) will be treated equally and will be interrupted pro rata based on contract entitlements.

## 6.6 Allocation for Firm Service Utilizing Secondary Capacity

- (a) On any Day that Secondary Capacity through any Secondary Point(s) or segment(s) of Transporter's Transmission System is less than required to provide Transportation Service for all quantities Nominated as Secondary Capacity requiring the use of such Secondary Point(s) or segment(s), Transporter shall schedule service as set forth herein.

Nominations for Firm Transportation through Secondary Capacity not scheduled pursuant to Section 6.3(b) because of insufficient capacity shall not be accepted. The quantity Nominated at or through Secondary Capacity that cannot be scheduled due to the capacity constraint shall be treated as being moved back to the Primary Point(s) for Reservation Rate purposes and shall be billed at the Reservation Rate(s) applicable to the Primary Point(s).

For the duration of the constraint, Transporter shall only accept new or increased Nominations under firm transportation agreements through Primary Capacity. Transporter shall, however, accept reductions in Nominations under firm agreements through Secondary Capacity that is affected by the constraint. If Nominations are reduced under firm transportation agreements through Secondary Capacity, or under firm transportation agreements utilizing Primary Capacity, the additional capacity will be made available to Shippers that Nominate such capacity on the Day it becomes available. Capacity will be scheduled pursuant to Section 6.3. Shippers that had previously been allocated a portion of the Secondary Capacity will continue to be allocated the same quantity that was scheduled prior to the additional capacity becoming available until the end of the Month or the end of the constraint, whichever occurs first. They may, however, also submit Nominations and be allocated additional capacity for any Day that additional capacity may be available.

6.6 Allocation for Firm Service Utilizing Secondary Capacity (continued)

- (b) For each agreement for which Transporter accepts a Nomination pursuant to Section 6.6(a) above and schedules quantities for Transportation Service, Transporter shall establish a Secondary Firm Capacity Allocation providing for the Daily quantity limitations applicable to each affected Agreement ("Secondary Firm Capacity Allocation" or "Secondary Firm Allocation of Capacity") consistent with the Tariff, and thereafter shall provide Transportation Service as set forth in this Section.
  - (i) Any Shipper receiving a Secondary Firm Capacity Allocation under an agreement on the Day that Nominations at any location first exceed capacity at such location shall continue to receive such Secondary Firm Capacity Allocation for the remainder of the capacity constraint or until the end of the Month, whichever is less; provided that (a) Shipper continues to Nominate for service under the agreement at a level equal to its Secondary Firm Capacity Allocation; (b) the quantities Tendered for Shipper's account under such Agreement equal the Shipper's Secondary Firm Capacity Allocation, and (c) Transporter does not experience a further reduction of capacity available for Secondary Capacity service pursuant to Section 6.3(b). Shipper may at any time, and in accordance with the provisions of its agreement, reduce its Nominated quantity, which will result in a reduced Secondary Firm Capacity Allocation, provided that any such reduction is consistent with this Tariff, including the requirements of any Operational Flow Orders.
  - (ii) If Shipper fails to Tender quantities equal to its Secondary Firm Capacity Allocation under an agreement at any location for two consecutive Days, Shipper's Secondary Firm Capacity Allocation under such agreement at such location shall be reduced to the average of the quantities actually Tendered by Shipper during such two-Day period provided, however, that Shipper shall continue to be subject to the provisions of Section 3.8 of Rate Schedule FT addressing balances. Any such reduction to Shipper's Secondary Firm Capacity Allocation shall be accommodated through the Nomination provisions of Shipper's agreement and shall be reflected in the quantities scheduled by Transporter.
  - (iii) Transporter establishes a Secondary Firm Capacity Allocation schedule on a Monthly basis. Thus, any period of service interruption as described in this Section shall not be considered to extend beyond the Month in which service is being provided.

#### 6.7 Basis for Interruptible Service Capacity Allocation

- (a) Each agreement under which Transporter schedules a quantity that is less than that Nominated by a Shipper or interrupts service pursuant to this Section of the Tariff shall be placed in a queue described in this Section and consistent with Section 6.5.
- (b) At any time Transporter cannot schedule all quantities Nominated because of insufficient capacity, Transporter shall establish a Capacity Allocation providing for the daily volumetric limitations applicable to each affected Agreement at each location ("Capacity Allocation" or "Allocation of Capacity"). Thereafter and until capacity is greater than all Nominated quantities for a Day, Transporter shall provide interruptible Transportation Service as set forth in this paragraph.
  - (i) Any Shipper receiving a Capacity Allocation on the Day that Nominations exceed capacity at any location shall continue to receive such Capacity Allocation for such agreement for each Day during the period that capacity is constrained (subject to the provisions of this Section); provided that (1) Shipper continues to Nominate under such agreement for service at a level equal to or greater than its Capacity Allocation; and (2) the quantities Tendered under such agreement equal the lesser of Shipper's Nominated quantities or Capacity Allocation. Shipper may at any time, and in accordance with the provisions of its agreement, reduce its Nominated quantity which will result in a reduced Capacity Allocation equal to the reduced Nomination.
  - (ii) If Shipper fails to Tender the lesser of the quantity Nominated or the Capacity Allocation assigned to such Agreement at such location for two consecutive days, Shipper's Capacity Allocation under such agreement at such location shall be reduced to the average of the quantities actually Tendered by Shipper during such two-day period, provided, however, that Shipper shall continue to be subject to the provisions of Section 10 of the General Terms and Conditions of this Tariff.



6.7 Basis for Interruptible Service Capacity Allocation

(b) (continued)

- (iii) Shippers whose Nominations were not accepted at the beginning of a capacity constraint (as described in Section 6.6(a) and Shippers desiring to initiate or increase service but unable to receive service because of insufficient capacity may Nominate for service and, if such Nominations are in accordance with Shipper's agreement, shall be placed in a queue to receive service as capacity becomes available. The queue for such Shippers shall be administered on the basis as set forth in Section 6.3. As capacity becomes available, Transporter shall allocate capacity to Shippers with the highest position in the queue of Shippers awaiting service until all available capacity has been allocated. Subject to the limitations set forth in Section 6.8 below, any Shipper receiving a Capacity Allocation pursuant to this Section 6.7 shall be subject to the provisions of Section 6.3 above for the remainder of the period that Nominations exceed capacity or the period during which service is being received under the same Agreement.

6.8 Shippers receiving service, pursuant to Section 6.3 above, shall be accorded a lower Priority of Service than Shippers receiving an Allocation of Capacity on the date that Nominations exceeded interruptible capacity through the constrained facilities. Capacity allocated to Shippers under Section 6.3 above shall be reduced, and all such allocations interrupted, prior to reductions being made in any allocations of capacity which were established as of the date that Nominations exceeded interruptible capacity.

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

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

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

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

If Transporter determines to reduce or interrupt any Party's(ies') Deliveries, Transporter shall provide as much notice as is reasonably possible.

- 6.11 Protection of Life and Property. Transporter and Shipper shall collaborate in making adjustments to Receipt Quantities or Delivery Quantities, if possible, which may be necessary to avoid or forestall injury to life and property.
- 6.12 Liability for Interruption. If service under this Tariff is interrupted consistent with this Section, Transporter shall not be liable for damages resulting from the implementation of the procedures described herein, except to the extent that such interruptions of service are shown to be the result of negligence or misfeasance by Transporter.

6.13 Title Transfer Tracking Service

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

## 7. RESPONSIBILITY FOR GAS AND PRODUCTS

As between Shipper and Transporter, Shipper shall be deemed to be in exclusive control and possession of its Gas until such has been received by Transporter at the Point(s) of Receipt and after such Gas has been Delivered to or for the account of Shipper by Transporter at the Point(s) of Delivery. Transporter shall be in exclusive control and possession of such Gas while it is in Transporter's system between the Point(s) of Receipt and the Point(s) of Delivery. The Party which shall be in exclusive control and possession of such Gas shall be responsible for all injury, damage, or Gas lost (including Gas lost due to force majeure) caused thereby. Notwithstanding anything to the contrary stated herein, Shipper shall indemnify Transporter for all injury, damage, loss, or liability of Transporter caused by such off-specification Gas.

## 8. OPERATING PROVISIONS

### 8.1 FIRM SERVICE

- (a) Request for Transportation Service: To qualify for service pursuant to Rate Schedules FT and FDBS, a potential Shipper shall make a complete Request for Transportation Service pursuant to the provisions set forth in Section 4 of the General Terms and Conditions.
- (b) Rates of Flow. At each Point of Receipt and Point of Delivery, each Party shall use its best efforts to Tender Gas, or cause Gas to be Tendered, at reasonably uniform hourly and Daily rates of flow.
- (c) Segmentation of Capacity
  - (i) Applicability. Any Shipper receiving firm Transportation Service under Rate Schedule FT may Segment its capacity pursuant to the provisions and restrictions of this Section.
    - (A) Segmentation may be accomplished on a self-implementing basis, by Nomination or capacity release, at any point on Transporter's system.
    - (B) Segmentation may be accomplished on Transporter's system by specifying the desired Segmentation Points of Receipt and Delivery. Transporter shall permit such Segmentation if the provisions in Section 8.1(c)(ii) are met, if capacity is available, and if the change can be made without adversely affecting system operations or other firm obligations. Any new Points of Receipt or Delivery established by Segmentation will not affect Shipper's entitlements at existing Points of Receipt and Delivery except as adjusted by Capacity Release, and are deemed to be Segmentation Points of Receipt and/or Delivery, as appropriate. If the Segmentation involves the release of capacity, then the requirements of Section 9 must be met.
  - (ii) General Prerequisites for Segmentation. To maintain the integrity and reliability of Transporter's transmission system, the following prerequisites for Segmentation have been established to ensure that Segmentation is supported to the greatest extent possible without detriment to, or degradation of, any Shipper's service.
    - (A) Segmentation capacity may not exceed Shipper's Primary Capacity.
    - (B) Segmentation is permitted in any direction of flow; however, Segmentation requests for flow which is opposite to the Primary Receipt-to-Delivery Flow Path are incremental to any other Segmentation activity on the same pipeline segment when considering the Primary Capacity limitation.

8.1 FIRM SERVICE

(c) (ii) (continued)

- (C) Segmentation is subject to the availability of capacity and existing contractual obligations at and between the new Points of Receipt and/or Delivery established as a result of Segmentation.
- (D) The Thermal Content of Gas being received at Segmented Points must be no less than the Thermal Content of Gas received at the original Point(s) of Receipt under the Shipper's transportation agreement.
- (iii) Implementation of Segmentation. Transporter's Nomination and Capacity Release systems have been modified to accommodate Segmented transactions in keeping with the prerequisites enumerated in Sections 8.1(c)(i) and (ii).
  - (A) Segmentation transactions for which the Point of Receipt or Point of Delivery lies within Shipper's Primary Receipt-to-Delivery Flow Path are to be scheduled as primary for the portion of the transaction that is within Shipper's Primary Receipt-to-Delivery Flow Path and Flow Path Secondary for the portion of the transaction outside such flow path. However, Shipper may request to acquire primary rights at the Point of Receipt and/or Point of Delivery from Transporter.
  - (B) Transactions that are opposite to the Primary Receipt-to-Delivery Flow Path are distinguished from the Shipper's Primary Capacity and shall be scheduled as Secondary Capacity up to the Shipper's MDQ.
  - (C) Segmentation transactions entirely outside the Primary Receipt-to-Delivery Flow Path are to be scheduled as Secondary.
  - (D) Scheduled quantities on any Segment in excess of the agreement MDQ shall be invoiced as Authorized Overrun.
  - (E) Both Releasing and Replacement Shippers may utilize Secondary Capacity. Based on their Capacity Release contract MDQs, Secondary Capacity on a Segment shall be allocated on a pro rata basis between the Releasing and Replacement Shippers up to the original contractual MDQ. Capacity utilized above the Secondary Capacity allocation shall be allocated and invoiced as Authorized Overrun.
  - (F) A firm Shipper (or a Releasing Shipper and a Replacement Shipper participating in a capacity release) may segment its capacity by simultaneously transporting its full MDQ in a forward haul and its full MDQ in a backhaul (opposite to the Primary Receipt-to-Delivery Flow Path) to the same delivery point.

8.1 FIRM SERVICE

(c) (iii) (continued)

- (G) Control of Segmentation. In addition to the prerequisites established in Section 8.1(c)(ii), Transporter reserves the right at any time to control or restrict Segmentation when, in Transporter's sole discretion, such Segmentation would result in a degradation of service or pose a threat to the sound operation of Transporter's system. Such control or restriction may be necessary to ensure that critically sourced Gas is available when and where it is needed during times of normal, as well as critical operations. Such control will be effected through the issuance of Operational Flow Orders.
- (iv) Shipper may Nominate Segmented transactions at any time. Shipper utilizing Segmentation Point(s) shall pay the maximum reservation rate and commodity rate under Rate Schedule FT for the portion of Shipper's quantities utilizing Segmentation Points, unless Shipper has requested and been granted a discount pursuant to Section 3.10 of Rate Schedule FT, or Shipper's Agreement provides otherwise. Such adjustment shall not cause a Reservation Rate to be greater than the maximum or less than the minimum rate applicable to Rate Schedule FT. In no event shall Shipper be entitled to more Transportation Service than is provided for under the Agreement. Shipper's entitlements at the existing Primary Points of Receipt and/or Delivery are not affected by Segmentation.
- (d) Primary, Flow Path Secondary and Secondary Scheduling
  - (i) Transportation Service at and between the Primary Point(s) of Receipt and Delivery up to Shipper's Maximum Delivery Quantity shall be considered firm, and is not subject to interruption or curtailment by Transporter except as otherwise provided in this Tariff. Firm Daily Balancing Service at the Qualified Delivery Point(s) for banking Gas quantities up to Shipper's Maximum Balancing Amount and for drawing Gas quantities up to the Inventory Quantity shall be considered firm, and is not subject to interruption or curtailment by Transporter except as otherwise provided in this Tariff.
  - (ii) Transportation Service utilizing Flow Path Secondary or Secondary Capacity shall be scheduled, subject to capacity availability, pursuant to Section 4 of the General Terms and Conditions.

## 8.1 FIRM SERVICE

### (d) (continued)

- (iii) Revision of Primary Points. Pursuant to the provisions of Section 4 of the General Terms and Conditions, Shipper may request changes in Primary Point(s) of Receipt and/or Delivery. Requests for such changes shall be made in writing no less than 20 Days prior to the Day on which Shipper desires such change to be effective. Transporter shall grant such changes if capacity is available, and the change can be made without adversely affecting system operations or other firm obligations at the new or existing Primary Point and if Shipper is not subject to an Incremental Rate at the Primary Point(s). Any changes in Point(s) of Receipt and/or Delivery shall result in a corresponding one-for-one reduction in quantities at the existing Point(s) of Receipt and/or Delivery.
- (iv) Secondary Points. Shipper may Nominate for Transportation Service at Secondary Point(s) outside of the Primary Receipt-to-Delivery Flow Path. The Secondary Point(s) may be any Point(s) of Receipt and/or Point(s) of Delivery. Shipper utilizing Secondary Point(s) shall pay the maximum Reservation and, if applicable, Incremental Rate and Commodity Rates under this Rate Schedule for the portion of Shipper's quantities utilizing Secondary Point(s), unless otherwise agreed by Transporter. In no event shall Shipper be entitled to more Transportation Service than is provided for under the Agreement. Shippers Nominating at Secondary Point(s) where Shippers Primary Point(s) are subject to an Incremental Rate shall remain subject to the Incremental Rate for Transportation Service at the Secondary Point(s).

## 8.2 INTERRUPTIBLE SERVICE

- (a) Request for Transportation Service: To qualify for service pursuant to Rate Schedules IT, HSP-1 and PAL, a potential Shipper shall make a complete Request for Transportation Service pursuant to the provisions set forth in Section 4 of the General Terms and Conditions.
- (b) Rates of Flow. At each Point of Receipt and Point of Delivery, each Party shall use its best efforts to Tender Gas, or cause Gas to be Tendered, at reasonably uniform hourly and Daily rates of flow.



## 9. CAPACITY RELEASE PROGRAM

- 9.1 Purpose. This Section sets forth the specific terms and conditions applicable to Transporter's capacity release program. Unless otherwise stated in this Section 9, all times are Central Clock Time ("CCT") pursuant to NAESB WGQ Standard No. 0.3.17.
- 9.2 Applicability. This Section 9 is applicable to any Releasing Shipper(s) or any Replacement Shipper(s) who elect to release all or a portion of its firm capacity under Rate Schedule FT. Releasing Shipper(s) as defined in Section 1 of these General Terms and Conditions shall have the right to release, on a permanent or temporary basis, any portion of its firm capacity rights held under a transportation service agreement with Transporter, but only to the extent that the capacity so released is acquired by another Shipper pursuant to this Section 9. Replacement Capacity Agreements based on a volumetric reservation rate are not subject to further release.
- 9.3 Availability of Released Capacity. Released capacity shall be made available on a nondiscriminatory basis and shall be assigned on the basis of an open season or prearrangement in accordance with the procedures of this Section 9 and, where appropriate, the applicable NAESB Standards.
- 9.4 Qualification for Participation in the Capacity Release Program. Any party, whether seeking to acquire capacity under bid or a prearranged release, must be prequalified by Transporter prior to submitting a bid for released capacity. To be prequalified, a Shipper must satisfy the creditworthiness requirements of Section 4.13 of the General Terms and Conditions. Notwithstanding such qualification to participate in the capacity release program, Transporter does not guarantee the payment of any outstanding amounts by a Replacement Shipper.
- 9.5 (a) Releases Assigned On the Basis of An Open Season. A Shipper electing to release capacity on the basis of an open season must post notice of release on Transporter's electronic bulletin board pursuant to Section 9.7 hereof. Such notice shall be posted upon receipt unless Releasing Shipper requests otherwise.
- (b) Reserved
- (c) The capacity release timeline(NAESB Timeline) applies to all parties involved in the capacity release process provided that 1) all information provided by the parties to the transaction is valid and the acquiring Shipper has been determined to be credit worthy before the capacity release bid is tendered, 2) for index-based capacity release transactions, the Releasing Shipper has provided the capacity release service provider with sufficient instructions to evaluate the corresponding bid(s) according to the timeline, and 3) there are no special terms or conditions of the release. Further, the Transporter may complete the capacity release process on a different timeline if the Offer includes unfamiliar or unclear terms and conditions (e.g. designation of an index not supported by the Transporter. (NAESB WGQ Standard No. 5.3.1) The release must comply with NAESB Standard 5.3.2 for releases and comply with NAESB Standard Bid Evaluation Methods described in Section 9.11(d)(i) through (iii), hereof (Note 1):

9.5 (continued)

For biddable releases (one (1) year or less):

- (i) Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.
- (ii) Open season ends at 10:00 a.m. on the same or a subsequent Business Day (evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best bid is made, and ties are broken).
- (iii) If no match is required, the evaluation period ends and the award is posted by 11:00 a.m.
- (iv) Where match is required, the match is communicated by 11:00 a.m.; the match response occurs by 11:30 a.m.; and the award is posted by 12:00 p.m.
- (v) The contract is issued within one hour of the award posting (with a new contract number, when applicable); nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

For biddable releases (more than one (1) year):

- (vi) Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.
- (vii) Open season shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days.
- (viii) Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best bid is made, and ties are broken.
- (ix) If no match is required, the evaluation period ends and the award is posted by 11:00 a.m. Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award is posted by 12:00 Noon.
- (x) The contract is issued within one hour of the award posting (with a new contract number when applicable).
- (xi) Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

9.5(c) (continued)

For non-biddable releases:

The posting of prearranged deals that are not subject to bid are due no later than one hour prior to the nomination deadline for the applicable cycle, pursuant to NAESB WGQ Standard No. 1.3.2. The posting deadlines are:

- Timely Cycle 12:00 Noon
- Evening Cycle 5:00 p.m.
- Intraday 1 Cycle 9:00 a.m.
- Intraday 2 Cycle 1:30 p.m.
- Intraday 3 Cycle 6:00 p.m.

The contract is issued within one hour of the award posting (with a new contract number, when applicable).

Nomination is possible beginning at the next available nomination cycle for the effective date of the contract. (NAESB WGQ Standard No. 5.3.2)

NOTE: (1) Posting of Notices of Release (either under an open season or a prearranged release) is subject to review by Transporter for accuracy, completeness, and validity before being posted.

- 9.6      **Prearranged Releases.** A Shipper electing to release capacity on the basis of a prearranged release must post notice on Transporter's electronic bulletin board pursuant to Section 9.8 herein.
- (a)      No open season is required for a prearranged release which meets all of the terms of the release and is: (1) a release for more than one Year at the maximum reservation rate under the applicable Tariff rate schedule; (2) a release for any period of thirty-one Days or less; (3) a release to an asset manager as defined by FERC regulations at 18 C.F.R. 284.8; or (4) a release to a marketer participating in a state-regulated retail access program as defined by FERC regulations at 18 C.F.R. 284.8. All other prearranged releases shall be subject to an open season requirement contained in Section 9.5 hereof.
  - (b)      A Releasing Shipper may not rerelease capacity that is a rollover or extension of a release of thirty-one Days or less to the same Replacement Shipper until twenty-eight Days after the first release period has ended. The 28-Day hiatus does not apply to any re-release to the same Replacement Shipper that is posted for bidding or that qualifies for any of the other exemptions from bidding in this Section 9.6.
  - (c)      A Shipper electing to release capacity on prearranged basis not subject to an open season must post the notice of release on Transporter's electronic bulletin board pursuant to the timeline for non-biddable releases in Sections 9.5 (c)(xii) - (xv).
- 9.7      **Capacity Release On An Open Season Basis.** Any Shipper holding capacity rights subject to this Section 9 who desires to release such firm capacity on an open season basis shall deliver notice via Transporter's electronic bulletin board which shall contain the following:
- (a)      Releasing Shipper's legal name, contract number, and the name of the individual responsible for authorizing the release of capacity;
  - (b)      The basis for released quantity should be per day for transportation, storage injection, storage withdrawal, and a per-release quantity for storage capacity and total release period quantity. (NAESB WGQ Standard No. 5.3.29) Accordingly, the Releasing Shipper's notice must include the maximum and minimum quantity of firm daily capacity which the Releasing Shipper desires to release, stated in Dth per Day;

9.7 Capacity Release On An Open Season Basis (continued)

- (c) the Primary Point(s) of Receipt and Delivery at which the Releasing Shipper will release capacity and the firm capacity to be released at each such point;
- (d) whether capacity will be released on a recallable or a recallable and reputtable (returned to the Replacement Shipper) basis (subject to minimum terms and conditions in Section 9.12). Recall and reput terms must be objectively stated, nondiscriminatory, and applicable to all bidders. The Transportation Service Provider should support the ability for the Releasing Shipper to specify, as a condition of a release, whether the Releasing Shipper's recall notification must be provided exclusively on a Business Day (NAESB WGQ Standard No 5.3.51).
- (e) the requested effective date and the term of the release (minimum term of release is one Day);
- (f) whether the Releasing Shipper is willing to consider release for a shorter time period than that specified in (e) above, and, if so, the minimum acceptable period of release;
- (g) whether the Releasing Shipper desires bids for the released capacity to be stated in a dollar amount per Dth as a percentage of Transporter's maximum reservation rate as in effect from time to time or as an index-based formula under one of the methods listed below, in conformance with NAESB Standard 5.3.26, Releasing Shipper has choice to specify dollars and cents or percent of maximum Tariff rate in the denomination of bids and Transporter shall support this choice. Once the choice is made by the Releasing Shipper, the bids should comport with the choice. The index-based formula methods are:
  - (i) a percentage of the formula,
  - (ii) a dollars and cents differential from the formula, or
  - (iii) a dollars and cents differential from the Rate Floor;
- (h) whether the Releasing Shipper desires to release capacity on a volumetric reservation rate basis, and, if so, the minimum acceptable rate and, if applicable, any minimum volumetric load factor commitment or as an index-based formula. (Capacity releases made on a volumetric rate basis cannot be rereleased by the Replacement Shipper);
- (i) the applicable maximum reservation rate for capacity being released as shown on Transporter's Statement of Rates;
- (j) if Releasing Shipper is willing to consider releasing capacity at less than maximum reservation rate stated in (i) above, and if so, the minimum reservation rate Releasing Shipper is willing to accept;

9.7 Capacity Release On An Open Season Basis (continued)

- (k) Reserved.
- (l) whether the Releasing Shipper wants Transporter to market the capacity in accordance with Section 9.17 hereof;
- (m) for releases posted to comply with the NAESB Timeline as shown in Section 9.5(c) hereof, the Releasing Shipper shall select one of the following bid evaluation methods which are described more fully in Section 9.11(d):
  - (i) Present Value
  - (ii) Highest Rate
  - (iii) Net Revenue
- (n) In lieu of the methods described in Section 9.7(m) above, the Releasing Shipper may provide its own nondiscriminatory bid evaluation criteria; except that Transporter will not accept first bidder meeting minimum acceptable terms of the release as a valid bid evaluation method.
- (o) the time and date the notice is to be posted on Transporter's electronic bulletin board. Release notice will be posted upon receipt unless otherwise requested by Releasing Shipper (open season dates will be posted by Transporter based on the requirements of Section 9.5 of this Tariff or by the Releasing Shipper, if Releasing Shipper requests a longer open season or an earlier posting than is required in Section 9.5). After the open season has commenced, a Releasing Shipper cannot specify the extension of an open season bid period without posting a new release;
- (p) whether the Releasing Shipper is willing to accept contingent bids;
- (q) Releasing Shipper shall elect one of the following:
  - (i) establish minimum terms of the release and display them on the electronic bulletin board; or
  - (ii) establish minimum terms of the release and keep such terms confidential (i.e., not post them on the electronic bulletin board) but Bidding Shippers will be informed on the electronic bulletin board that minimums have been established; or
  - (iii) establish no minimum terms; Releasing Shipper will accept highest bid received for the release.
- (r) any other applicable conditions of the release.

9.8 Capacity Release on a Prearranged Basis. The Releasing Shipper shall deliver a notice of a prearranged release via Transporter's electronic bulletin board. Likewise, the prearranged Shipper must confirm its bid electronically on the electronic bulletin board. The electronic bulletin board notice shall set forth the following information:

- (a) all the items contained in Section 9.7 hereof required to define a prearranged release;
- (b) prearranged Shipper's legal name, address, and the name of the individual responsible for authorizing the bid for the prearranged release;
- (c) the term of the proposed acquisition of capacity by prearranged Shipper (minimum term of any release is one Day);
- (d) the reservation rate, expressed as a daily rate (dollars and cents) or percentage of the maximum reservation rate or an index-based formula, as specified by Releasing Shipper, the prearranged Shipper has agreed to pay for the released capacity and any minimum volumetric load factor, if applicable. In conformance with NAESB Standard 5.3.26, Releasing Shipper has choice to specify dollars and cents or percent of maximum Tariff rate in the denomination of bids and Transporter shall support this. Once the choice is made by the Releasing Shipper, the bids should comport with the choice. If capacity is released on a volumetric Rate basis, it cannot be rereleased by the Replacement Shipper.
- (e) The basis for released quantity should be per Day for transportation, storage injection, storage withdrawal, and a per-release quantity for storage capacity and total release period quantity. (NAESB WGQ Standard No. 5.3.29) Accordingly, Releasing Shipper's notice must include the capacity which the prearranged Shipper has agreed to acquire stated in Dth per Day;
- (f) whether or not the prearranged Shipper is an affiliate of the Releasing Shipper or Transporter;
- (g) whether or not the prearranged Shipper is an asset manager or a marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18 C.F.R. 284.8 and, if part of an asset management arrangement, the volumetric level of the asset manager's delivery or purchase obligation and the time period during which the obligation is in effect;

9.8 Capacity Release on a Prearranged Basis (continued)

- (h) the time and date the notice is to be posted on Transporter's electronic bulletin board. Release notice will be posted upon receipt unless otherwise requested by Releasing Shipper (open season dates will be posted by Transporter based on the requirements of Section 9.5 of this Tariff, if applicable, or by Releasing Shipper, if Releasing Shipper requests a longer open season than the minimum required in Section 9.5 herein).

Releasing Shipper cannot allow extension of time provided for the prearranged Shipper to match a higher bid (matching period as described in the timelines in Section 9.5 hereof) without posting a new release;

- (i) any other applicable conditions of the prearranged release.

9.9 Term of Released Capacity. The term of any release of firm capacity shall not exceed the term of the transportation service agreement or Replacement Capacity Agreement under which the release occurs, nor shall it be less than one Day.

9.10 Bids for Released Capacity Subject to Open Season. A bid may be submitted to Transporter by a Bidding Shipper at any time during the open season via Transporter's electronic bulletin board. The Bidding Shipper (or party subject to a prearranged release) must have met the creditworthiness provisions of Transporter's Tariff pursuant to Section 9.4 hereof.

- (a) Each bid for released capacity must include the following:
  - (i) Bidding Shipper's legal name and the name of the individual responsible for authorizing the bid;
  - (ii) the term of the proposed acquisition;
  - (iii) the maximum reservation rate, expressed as a daily rate (dollars and cents) or percentage of the maximum reservation rate, as appropriate, or maximum volumetric rate (either dollars or percent, as specified by Releasing Shipper), or the maximum dollars differential or percentage of an index-based formula Bidding Shipper is willing to pay for the released capacity.;
  - (iv) the capacity desired at Primary Points of Receipt and Primary Points of Delivery;



9.10 Bids for Released Capacity Subject to Open Season

(a) (continued)

- (v) For Segmented Capacity Release requests, the prerequisites and requirements of Section 8.1(c) must be met.
  - (vi) whether or not the Bidding Shipper is an affiliate of the Releasing Shipper or Transporter;
  - (vii) for prearranged releases, whether or not the Bidding Shipper is an asset manager or a marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18 C.F.R. 284.8 and, if part of an asset management arrangement, the volumetric level of the asset manager's delivery or purchase obligation and the time period during which the obligation is in effect;
  - (viii) any other information requested in the notice of release posted on Transporter's electronic bulletin board;
  - (ix) whether or not the Bidding Shipper will meet all other terms of release (if there are any); and
  - (x) the time and date the bid was submitted to Transporter for posting on Transporter's electronic bulletin board.
- (b) All valid and complete bid(s) received by Transporter during the open season as detailed in Section 9.5 hereof shall be posted on Transporter's electronic bulletin board. The identity of the Bidding Shipper(s) will not be posted, but all other terms of the bid(s) will be posted on Transporter's electronic bulletin board.
- (c) Except as stated in this Section 9.10(c), a Bidding Shipper may not bid a reservation rate less than the minimum reservation rate nor more than the maximum reservation rate applicable to the appropriate rate schedule, nor may the capacity or the term of the release of such bid exceed the maximum quantity or term specified by the Releasing Shipper. No maximum rate limitation applies to a release of capacity including an index-based release, for a period of one year or less if the release is to take effect on or before one year from the date on which Transporter is notified of the release.
- (d) A Bidding Shipper may withdraw its bid any time prior to the expiration of the open season but may not resubmit a bid for the same release at an equal or lower rate. Bids may be withdrawn interactively via the electronic bulletin board.

9.10 Bids for Released Capacity Subject to Open Season (continued)

- (e) A Bidding Shipper may only have one bid pending for a capacity release transaction at any one time.
- (f) All bids pending at the expiration of the open season shall be binding upon the Bidding Shipper(s). Further, the Bidding Shipper(s) agrees that its bid will constitute a binding agreement if the Bidding Shipper is awarded the released capacity pursuant to this Section 9.
- (g) Bids shall be binding until notice of withdrawal is received by Transporter on its Customer Activities Web site (NAESB WGQ Standard No. 5.3.13).

9.11 Awarding of Released Capacity. Released capacity shall be awarded in accordance with this Section 9.11.

- (a) If a Bidding Shipper's bid satisfies all terms and conditions specified in the Releasing Shipper's notice, including the posted reservation rate, then the capacity shall be awarded to such Bidding Shipper, and the Releasing Shipper shall not be permitted to reject such bid. If such bid was submitted in an open season relating to a prearranged release, capacity shall be awarded as described in Section 9.11(h) hereof.
- (b) Offers shall be binding until notice of withdrawal is received by Transporter on its Customer Activities Web site (NAESB WGQ Standard No. 5.3.14). Releasing Shipper(s) may withdraw their offer of release any time prior to the start of the open season, or during the open season in the event of an unexpected change in Releasing Shipper's need for the capacity being released provided, however, that the Releasing Shipper may not withdraw its offer of release, if bids have been received that meet the minimum terms of the release. The Releasing Shipper may withdraw its offer to release capacity via the electronic bulletin board. In summary, the Releasing Shipper has the right to withdraw its offer during the bid period, where unanticipated circumstances justify and no minimum bid has been made (NAESB WGQ Standard No. 5.3.16).
- (c) If more than one bid is received that is equal to or exceeds all the minimum terms and conditions specified in the Releasing Shipper's notice, then the Replacement Shipper(s) shall be the Bidding Shipper(s) who offer(s) the highest bid, based on the bid evaluation methods as posted by the Releasing Shipper in its notice of release. Transporter shall evaluate and rank all bids submitted during the open season. If Bidding Shipper has made a bid based on a contingency and such contingency has not been removed by the date and time specified pursuant to the Timelines as described in Section 9.5 hereof, such bid shall be deemed withdrawn. If bids from two or more Bidding Shippers result in bids of equal value, then the capacity shall be awarded pursuant to Section 9.11(g) hereof.

9.11 Awarding of Released Capacity (continued)

- (d) Bid Evaluation Methods. All bids received will be evaluated pursuant to one of the following methods:
- (i) Present Value Calculation. Releasing Shipper may elect to have all bids evaluated and ranked pursuant to a Present Value Calculation, as follows:
- $$R \times \frac{1 - (1 + i)^{-n}}{i} \times V = \text{present value}$$
- where:  $i$  = interest rate per Month using one-twelfth (1/12) of the current FERC annual interest rate defined in Section 154.501(d) of FERC's regulations  
 $n$  = term of the release  
 $R$  = the reservation rate bid  
 $V$  = quantity stated in Dth
- (ii) Highest Rate. Releasing Shipper may elect to have bids evaluated on the basis of the highest reservation rate bid;
- (iii) Net Revenue. Releasing Shipper may elect to have bids evaluated on the basis of the total reservation rate-based revenues received over the term of the release;
- (iv) Other Method. Releasing Shipper may at the time of posting of the notice of release specify how bids are to be evaluated to determine which offer is the best. The criteria must be objectively stated, applicable to all potential bidders, and nondiscriminatory. The criteria can contain provisions that allow for weighting of factors such as quantity, term, and rate; however, Transporter will not accept first bidder meeting minimum acceptable terms of the release as a valid bid evaluation methodology. If bid evaluation criteria are provided by the Releasing Shipper, the evaluation period specified in Section 9.5(c) shall be extended by one Business Day.
- (e) For index-based capacity release transactions, the Releasing Shipper should provide the necessary information and instructions to support the chosen methodology. If the Releasing Shipper specifies an index-based formula in its capacity release offer, the bid rate ( $R$ ) used in the bid evaluation options of this Section 9.11 will be based on: 1) the dollars and cents differential or percentage of the Rate Default or 2) the dollars and cents differential of the Rate Floor, as applicable.

9.11 Awarding of Released Capacity (continued)

- (f) If bid evaluation criteria are provided by the Releasing Shipper, Transporter shall, for each bid received, calculate the total value of each bid received at the end of the open season based on the nondiscriminatory criteria provided by the Releasing Shipper. The results of this calculation shall determine each bid's total value. The bids will then be ranked by Transporter in order from the highest to the lowest total value.
- (g) For bids evaluated using any of the first three methods (9.11(d)(i) through (iii), above), Transporter shall notify the Releasing Shipper and successful bidder no later than 5:00 p.m. CCT on the Business Day before Nominations are due (as specified in Section 9.5, hereof) and the capacity shall be awarded to the successful Bidding Shipper(s) (i.e., the Replacement Shipper(s)).
- (h) If bids from two or more Bidding Shippers result in bids of the highest equal value, the first bid received of highest equal value will be awarded the capacity. When Transporter makes awards of capacity for which there have been multiple bids meeting minimum conditions, Transporter shall award the bids, best bid first, until all offered capacity is awarded (NAESB WGQ Standard No. 5.3.4).
- (i) With respect to a prearranged release, if no better offer (as determined above) is received during an open season or the prearranged offer is for the applicable maximum reservation rate under the applicable rate schedule for a term of more than one year and meets all the other terms of the release, then the prearranged Shipper shall become the Replacement Shipper for the released capacity. If a better offer is received during the open season, the prearranged Shipper shall have the time specified in Section 9.5 hereof to match that offer. If the prearranged Shipper fails to match the better offer, then the Bidding Shipper who presented the better offer, as determined above, shall become the Replacement Shipper.
- (j) A Releasing Shipper shall retain all of the capacity under the executed transportation service agreement or Replacement Capacity Agreement that is not acquired by a Replacement Shipper as the result of an open season or a prearranged release.
- (k) If no bids are received which meet or exceed all of the minimum conditions specified by the Releasing Shipper, no capacity shall be awarded.

9.12 Recalls and Reput of Capacity. If capacity is released subject to recall pursuant to Section 9.7(d), in addition to such other terms not inconsistent with this section as are agreed to by the Releasing Shipper and the Replacement Shipper, recall of such capacity shall be subject to the following terms and conditions:

(a) All Transportation Service Providers ("TSPs") should support the following recall notification periods for all released capacity subject to recall rights: (NAESB WGQ Standard No. 5.3.44)

(1) Timely Recall Notification:

- (i) A Releasing Shippers recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 8:00 a.m. on the day that Timely Nominations are due;
- (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the day that Timely Nominations are due;

(2) Early Evening Recall Notification:

- (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 3:00 p.m. on the day that Evening Nominations are due;
- (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. on the day that Evening Nominations are due ;

(3) Evening Recall Notification:

- (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 5:00 p.m. on the day that Evening Nominations are due;
- (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the day that Evening Nominations are due ;

(4) Intraday 1 Recall Notification:

- (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 7:00 a.m. on the day that Intraday 1 Nominations are due;
- (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the day that Intraday 1 Nominations are due ; and

9.12 Recalls and Reput of Capacity

(a) (continued)

(5) Intraday 2 Recall Notification:

- (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 12:00 p.m. on the day that Intraday 2 Nominations are due;
- (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 1:00 p.m. on the day that Intraday 2 Nominations are due .

(6) Intraday 3 Recall Notification:

- (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 4:00 p.m. on the day that Intraday 3 Nominations are due;
- (ii) The TSP should provide notification of such recall to all affected Replacement shippers no later than 5:00 p.m. on the day that Intraday 3 Nominations are due.

- (b) For recall notification provided to the Transportation Service Provider ("TSP") prior to the recall notification deadline specified in NAESB WGQ Standard No. 5.3.44 and received between 7:00 a.m. and 5:00 p.m., the TSP should provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification.

For recall notification provided to the TSP after 5:00 p.m. and prior to 7:00 a.m., the TSP should provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification. (NAESB WGQ Standard No. 5.3.45)

- (c) Releasing Shipper's notice of recall and reput must be submitted using Transporter's on-line capacity release system.
- (d) The recall notice must detail Point(s) of Receipt and Delivery and quantities being recalled. The notification shall also state the length of the recall period and the conditions of any reput rights of the Releasing Shipper and reput obligations of the Replacement Shipper as may have been negotiated at the time of the release (see Section 9.7(d), hereof). Unless otherwise agreed to by the Releasing Shipper and the Replacement Shipper, and Transporter is so advised, the Replacement Shipper will regain the capacity at the end of the recall period.

9.12 Recalls and Reput of Capacity (continued)

- (e) In the event of an intraday capacity recall, the Transportation Service Provider ("TSP") should determine the allocation of capacity between the Releasing Shipper and the Replacement Shipper(s) based upon the Elapsed Prorata Capacity ("EPC"). Variations to the use of EPC may be necessary to reflect the nature of the TSP's tariff, services, and/or operational characteristics (NAESB WGQ Standard No. 5.3.56).
- (f) Unless otherwise agreed between Releasing Shipper, Replacement Shipper, and Transporter, the Releasing Shipper must notify Transporter and Replacement Shipper of its intent to reput the capacity back to the Replacement Shipper. The deadline for notifying the Transportation Service Provider of a reput is 8:00 a.m. to allow for timely nominations to flow on the next Gas Day (NAESB WGQ Standard No. 5.3.54).
- (g) In the event of a reput after a recall period, the Releasing Shipper may not reput Primary Point(s) other than those originally released. When capacity is recalled, it may not be reput for the same Gas Day (NAESB WGQ Standard No. 5.3.53). Unless otherwise agreed to in the terms of the release and Transporter is advised of such condition, the Releasing Shipper may permanently retain capacity at certain Primary Points originally released.
- (h) Transporter shall not assess penalties during non-critical periods on transactions related to quantities recalled during an intraday scheduling cycle.

9.13 Execution of Agreements or Amendments

- (a) The successful bidder (or successful prearranged Shipper) for capacity shall become the Replacement Shipper and its bid for capacity or posting of prearranged release pursuant to Sections 9.8 and 9.10 shall be binding. The bid submitted by the Replacement Shipper as supplemented by the posting of the notice of capacity release on Transporter's electronic bulletin board shall constitute the Replacement Capacity Agreement. For all releases, the Replacement Shipper(s) will gain rights to Nominate firm capacity consistent with the Primary Receipt and Delivery Point(s), capacity, and for the term as agreed to by the Releasing Shipper and subject to all other terms of the underlying agreement and Sections 9.7 and 9.8 herein. The Releasing Shipper(s) will relinquish its firm entitlement rights to Nominate consistent with the same terms. Replacement Shipper(s) are not permitted to change Primary Point(s) of Receipt or Delivery under the Releasing Shipper's agreement unless the release is permanent and at maximum rates. Replacement Shippers are, however, allowed to make Nominations at Secondary Points subject to the same conditions as the underlying Agreements, including paying the maximum applicable reservation rate under the applicable Rate Schedule unless a discount is agreed to by Transporter.

9.13 Execution of Agreements or Amendments (Continued)

- (b) Where capacity has been released for the entire remaining term of the Releasing Shipper's service agreement, the Releasing Shipper may request Transporter to amend its service agreement to reflect the release of capacity. The Releasing Shipper shall remain bound by and liable for payment of the reservation charge under the service agreement unless the Replacement Shipper is paying the maximum reservation rate for the entire contract term, provided that any requisite consent(s) are obtained from applicable financial institution(s).

9.14 Notice of Completed Transactions. Within 48 hours after the transaction commences, pursuant to Section 9.11, Transporter shall post a Notice of Completed Transaction on its electronic bulletin board for a minimum period of five Business Days. The notice shall include the following information regarding each transaction:

- (a) the name(s) of the Releasing Shipper and the Replacement Shipper (or prearranged Shipper);
- (b) term of release;
- (c) reservation rate as bid;
- (d) Primary Delivery Point(s);
- (e) Primary Receipt Point(s);
- (f) capacity (Dth);
- (g) present value of winning bid(s), if such method for bid evaluation was utilized;
- (h) whether the capacity is recallable and reputtable and, if so, recall and reput terms;
- (i) whether or not the Replacement Shipper is an affiliate of the Releasing Shipper or Transporter;
- (j) whether or not the Replacement Shipper is an asset manager or a marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18 C.F.R. 284.8 and, if part of an asset management arrangement, the volumetric level of the asset manager's delivery or purchase obligation and the time period during which the obligation is in effect.
- (k) Service may begin on the initial date of the term of the release if Nominations are made timely to Transporter and are in accordance with this Tariff.
- (l) Releasing Shipper shall include the tariff reservation rate and all reservation surcharges as a total.



- 9.15 Effective Date of Release and Acquisition. The effective date of the release by a Releasing Shipper and acquisition by a Replacement Shipper shall be on the date so designated in the Replacement Capacity Agreement (posted term effective date).
- 9.16 Rates
- (a) The reservation rate for any released firm capacity under Rate Schedule FT shall be the reservation rate bid by the Replacement Shipper. Such reservation rate and reservation surcharge(s) shall not be less than Transporter's minimum or more than Transporter's maximum reservation rate and reservation surcharge(s) under the applicable rate schedule as in effect from time to time, except as noted in Section 9.10(c) of the General Terms & Conditions. .
  - (b) Replacement Shipper shall pay the applicable maximum commodity rate in addition to all other applicable charges and surcharge(s) for the service rendered unless otherwise agreed by Transporter.
  - (c) For releases based on a volumetric reservation rate, the minimum and maximum rates shall be computed by converting the reservation rate to a daily rate by multiplying the maximum and minimum reservation rate by 12 months and dividing that product by 365 days or 366 days as appropriate.
  - (d) The reservation charges(s) and reservation surcharge(s) for any index-based capacity release shall be determined according to NAESB Standard 5.3.67.
- 9.17 Marketing Fee. A Releasing Shipper may request that Transporter actively market the capacity to be released. In such event, the Releasing Shipper and Transporter shall negotiate the terms of the marketing service to be provided by Transporter and the marketing fee to be charged therefor.
- 9.18 Billing. Transporter will bill the Replacement Shipper the reservation charge and any applicable surcharges specified in the Replacement Capacity Agreement, and the Replacement Shipper shall pay these amounts directly to Transporter. The Releasing Shipper shall be billed the reservation charge and any associated surcharges pursuant to its contract, and, concurrently, Transporter will credit said bill by the reservation charge and applicable surcharge(s) due from the Replacement Shipper. The Releasing Shipper shall also be billed a negotiated marketing fee, if applicable, pursuant to the provisions of Section 9.17 herein. A Replacement Shipper who rereleases acquired capacity shall also pay Transporter's marketing fee, if applicable.

Transporter separately maintains Gas flows of Releasing and Replacement Shippers and will directly bill the appropriate Shipper for any overrun and imbalance charges, if applicable. Replacement Shipper shall pay the applicable Tariff maximum commodity rate and any applicable commodity surcharges for service rendered unless otherwise agreed by Transporter.

- 9.18 **Billing (continued)**  
If a Replacement Shipper fails to make payment to Transporter of the reservation charge and any applicable reservation surcharge(s) due as set forth in Section 12, Transporter shall invoice Releasing Shipper the unpaid (1) reservation rates, (2) surcharges to the reservation rate, (3) other reservation-type charges, and (4) interest charges and late fees associated with such amounts. In addition, the Releasing Shipper may terminate the release of capacity to the Replacement Shipper if such Shipper fails to pay all of the amount of any bill for service under the Replacement Capacity Agreement when such amount is due pursuant to Section 12.
- 9.19 **Compliance by Replacement Shipper.** By acquiring released capacity, a Replacement Shipper agrees that it will comply with the terms and conditions of Transporter's certificate of public convenience and necessity authorizing this Capacity Release Program and all applicable Commission orders and regulations. Such Replacement Shipper also agrees to be responsible to Transporter for compliance with all terms and conditions of Transporter's Tariff, as well as the terms and conditions of the Replacement Capacity Agreement.
- 9.20 **Obligations of Releasing Shipper.** The Releasing Shipper shall continue to be liable and responsible for all reservation charge(s) associated with the released capacity derived from the reservation charge specified in the Releasing Shipper's service agreement or Replacement Capacity Agreement. Rereleases by a Replacement Shipper shall not relieve the original or any subsequent Releasing Shipper of its obligations under this section.
- 9.21 **Refunds.** In the event that the Commission orders refunds of any rate charged by Transporter, Transporter shall flow-through refunds to any Replacement Shipper to the extent such Shipper has paid a rate in excess of Transporter's applicable maximum rate. For releases that become effective on or after July 30, 2008, the rate paid by a Replacement Shipper in any capacity release transaction with a term of one year or less which is not subject to the maximum rate limitation will be deemed to be a final rate and is not subject to refund.
- 9.22 **Advertisements.** Any person may advertise for the purchase of capacity on Transporter's system on its EBB by submitting the desired advertisement (up to one page) to Transporter. Transporter shall post such advertisement on the Informational Postings portion of its EBB no later than the Business Day following receipt thereof if so requested, so long as the advertisement is not unlawful or inconsistent with Transporter's Tariff. The posted period requested may be for a period of time not to exceed one month. There will be no posting fee for such advertisements seeking to purchase capacity on Transporter's system. A response in and of itself to an advertisement seeking to purchase capacity never constitutes a capacity release. To release capacity, the Shipper holding the capacity rights must utilize the release procedures set forth in Section 9 of these General Terms and Conditions.

## 10. IMBALANCE MANAGEMENT

### 10.1 Imbalance Management and Operating Tolerances

- (a) **Imbalance.** For purposes of this Section, "imbalance" shall mean the cumulative difference between Receipt Quantities less Fuel Reimbursement, and the quantities accepted by Shipper or Shipper's designee at the Point(s) of Delivery, resulting from current Month activity plus any beginning of Month imbalance.
- (b) **Balancing Obligations.** Daily and monthly balancing of Receipt Quantities and the quantities Delivered to Shipper shall be Shipper's responsibility. Transporter shall, to the extent practicable, Deliver quantities for Shipper's account concurrently with the receipt of Receipt Quantities. At no time shall Transporter be required to receive quantities for Shipper's account in excess of the quantities Shipper or Shipper's designee will accept at the Point(s) of Delivery on a concurrent basis. Similarly, Transporter shall not be required to make quantities available for Delivery in excess of the Receipt Quantities being Tendered by Shipper on a concurrent basis.
- (c) **Operating Tolerances.** Shipper and Transporter shall manage the receipts and Deliveries so that the imbalance shall be kept as near zero as practicable.
- (d) **Notification.** Either Party shall notify the other as soon as practicable when it becomes aware that receipts and Deliveries are not in balance. Transporter shall formally notify Shipper of allocated receipts, Deliveries, and related imbalances, by way of Transporter's electronic bulletin board as soon as allocated quantities are available.
- (e) **Third Party Imbalance Management Services.** Transporter shall accommodate third-Party Imbalance Management Services on a non-discriminatory basis as long as these services comply with applicable NAESB Standards and do not adversely impact WIC's system operations. Criteria for third-Party services will include compliance with NAESB Nomination and Confirmation Time Lines, and meeting Transporter credit requirements appropriate for the quantity of Shipper Imbalance Gas for which such Third Party may be responsible.
- (f) **Imbalances with Other Parties.** Transporter shall not be responsible for eliminating any imbalances between Shipper and any third Party, including imbalances between local distribution companies and/or specific end users. Furthermore, Transporter shall not be obligated to deviate from its standard operating and accounting procedures in order to reduce or eliminate any such imbalances.
- (g) **Balancing Upon Termination.** Upon termination of the agreement, any imbalance shall be eliminated through the procedures set forth in this Section 10.

#### 10.1 Imbalance Management and Operating Tolerances (continued)

- (h) **Locations For Which Electronic Measurement Is Not Available.** When measurement information is not available at a location at the time allocations are performed, quantities will be allocated as Nominated. If measurement data is received on or before the 5th Business Day of the Month following flow, daily quantities will be reallocated pursuant to the appropriate Predetermined Allocation procedure for the location. Measurement data which is received after the 5th Business Day of the Month will be used to retroactively allocate quantities at the location. Imbalances resulting from such retroactive allocations will be reflected as a beginning-of-month imbalance for the next Month on the appropriate Shipper agreement(s).

#### 10.2 Imbalance Adjustments

- (a) **Imbalance Transfers.** At the end of each Month, Transporter shall, unless otherwise agreed, review each Shipper's agreements and will transfer imbalances among such agreements to provide the Shipper with the lowest possible imbalance on all agreements. Transporter will first transfer imbalances among a Shipper's agreements under the same Rate Schedule. Thereafter, Transporter will transfer imbalances among that Shipper's agreements under all Rate Schedules. No imbalance under any agreement will be increased as the result of a transfer.
- (b) Upon completion of imbalance transfers, Shipper may elect to trade the remaining imbalance quantity under its agreement in the Imbalance Trade process as described in paragraphs (c) and (d) below.
- (c) **Election for Imbalance Trades.** On or before the ninth Business Day of the Month following the accumulation of an imbalance, a Shipper may notify Transporter of its election to make an imbalance trade. If Transporter does not receive notification, then the imbalance will be cashed out pursuant to the terms of this section.
- (d) **Imbalance Trades.** The term "Imbalance Trade" shall mean the reallocation of imbalances from one Shipper to another Shipper in order to reduce the imbalances of both Shippers. Transporter shall effect an election to Trade imbalances incurred during a Month as posted and verified electronically.
  - (i) A Shipper, acting without the assistance of Transporter, may negotiate an Imbalance Trade arrangement with another Shipper.

10.2 Imbalance Adjustments

(d) (continued)

- (ii) Upon Shipper's designation, Transporter shall post on its electronic bulletin board the Shipper's availability to Trade imbalances. Such posting shall include the imbalance quantity available to be Traded, the Shippers' contact name(s) and phone number(s) and any special conditions. Such posting may be made through the seventeenth Business Day of the Month following the Month of Gas flow.
- (iii) Shippers shall negotiate the terms of any Trades among themselves.
- (iv) Shippers Trading imbalances must electronically notify Transporter of their Trade no later than the seventeenth Business Day of the Month following the Month in which the imbalance to be Traded was created.
- (v) Only Trades which have the effect of reducing a Shipper's imbalance quantity under a specific Agreement are permitted.
- (vi) Transporter shall permit Trade arrangements at no additional cost to the Shippers.
- (vii) After completion of all Trade transactions, Transporter shall apply the Traded imbalance quantities to Shipper's Agreement imbalance quantity. After all successful imbalance trades have been completed, the remaining imbalance will be cashed out pursuant to Section 10.3 of the General Terms & Conditions.

10.3 Cash Out. All remaining imbalances shall be subject to the following Cash Out provisions.

- (a) Determination of Cash Out Quantities. The term "Cash Out" shall refer to the application of a market-related rate to an end-of-month imbalance quantity pursuant to this Section 10. Application of the Cash Out process will result in a monetary value due to the Shipper or Transporter which upon payment, will result in reduction of the imbalance to zero.
  - (i) Transporter shall determine the imbalance quantity applicable to each agreement through the last Day of the Month.

### 10.3 Cash Out

#### (a) (continued)

- (ii) Shippers shall have the opportunity to reduce the end-of-month imbalances to the extent practicable pursuant to this Section 10. Such reductions, if any, shall determine a final imbalance for each agreement.
- (iii) Transporter and Shipper shall Cash Out by applying the Cash Out Index Price to the final imbalance quantity.

#### (b) Determination of Cash Out Liabilities

- (i) Shipper shall not be subject to Cash Out Penalty if the imbalance occurs at an interconnection between Transporter's system and another interstate pipeline, and Shipper is not at fault for the imbalance.
- (ii) Imbalances shall be valued at the Cash Out Index Price for the Month in which the imbalance was incurred.
- (iii) Cash Outs shall be priced at the following premium or discount from the Cash Out Index Price. The imbalance percentage shall be determined by comparing the size of the imbalance to the larger of total Receipt or total Delivery Quantities for the agreement under which the imbalance is being Cashed Out. The imbalance percentage for remaining Trade imbalances will be as determined in the Month that the imbalance accumulated. The appropriate Cash Out Index Price shall be subject to a premium for quantities owed to Transporter and subject to a discount for quantities owed to Shipper.

Imbalance Percent -----	Cash Out Index Price Premium/Discount Percent -----
0% - 5%	0%
> 5% - 10%	10%
>10% - 15%	15%
>15% - 20%	20%
>20%	25%

- (iv) Shipper's final imbalance on any agreement shall be Cashed Out at a price calculated by multiplying the final imbalance by the applicable rate as determined above.

10.3 Cash Out

(b) (continued)

- (v) Transporter shall pay or credit the account, as appropriate, of Shipper for any Cash Out amounts due Shipper.
- (vi) Shipper shall pay Transporter for any Cash Out amounts due Transporter.
- (vii) Upon payment of the appropriate Cash Outs amounts, the final imbalance under the affected agreement will be reduced to zero effective at the end of the Month in which the imbalance occurred.
- (viii) Within 90 days, penalties that are in excess of Transporter's Gas costs and administrative costs that are received by Transporter pursuant to the operation of this Section 10.3, shall be credited to Transporter's firm and interruptible transportation Shippers on a pro rata basis in accordance with the quantities transported for each Shipper.

10.4 Determination of Deliveries. At each Point of Receipt or Delivery, quantities shall be based upon an allocation procedure. Quantities shall mean quantities Nominated by Shipper and scheduled and confirmed by Transporter pursuant to Section 6.

- (a) At each Point of Receipt and Point of Delivery, Transporter shall reach agreement with the Interconnecting Party as to the Predetermined Allocation Agreement (PDA) to be used.
  - (i) PDAs shall be established using the allocation methodologies and criteria set forth in the NAESB Standards.
  - (ii) PDAs for each Gas Day shall be agreed to prior to Gas flow. To the extent possible, changes to PDAs during a calendar Month shall be minimized or avoided.
  - (iii) Transporter shall post via Electronic Transmission the PDA methodology to be used at each Point of Receipt and Point of Delivery.
  - (iv) In the event that less than Confirmed Nominations are to be allocated, Transporter shall use the ranks provided in the affected Nominations to determine Shipper priorities to the extent that use of such rank is not in conflict with other provisions of this Tariff.

10.4 Determination of Deliveries

- (a) (continued)
  - (v) Transporter may enter into Operational Balancing Agreements (OBA) at Points of Receipt and Delivery with the Interconnecting Party. An OBA is a contract between Transporter and an interconnected operator which specifies the procedures to manage operating variances at an interconnect. (NAESB Definition 2.2.1) Such OBAs provide for the allocation of Confirmed Nominations to the Shippers' accounts with any operational variances allocated to the OBA. The form of agreement used by Transporter follows the format of the Model OBA developed by NAESB. Locations covered by an effective OBA do not require an additional PDA.
  - (vi) Transporter shall not be liable for any damages which may directly or indirectly result from Transporter's implementing the allocation procedures set forth in this Section, so long as Transporter complies with the provisions of this Section 10.4 of these General Terms and Conditions.
- (b) Absent agreement to a PDA methodology, quantities at each Point of Receipt or Delivery shall be allocated pro rata based on scheduled quantities.
- (c) The timing for reporting daily operational allocations after the Gas has flowed is within one Business Day after end of Gas Day. If the best available data for reporting daily operational allocations is the scheduled quantity, that quantity should be used for the daily operational allocation.
  - (i) The responsibility for calculation and reporting of allocated quantities should rest with the party responsible for accepting NAESB allocation types. The party receiving Nominations should provide allocation statements (NAESB Standard 2.3.22).
  - (ii) In most cases, allocations shall be final as posted. However, during any Month, an adjustment to a previous Day's PDA shall be permitted by Transporter only if all affected parties (including Transporter) consent in writing to the adjustment. Such adjustments shall be permitted through the fifth Day of the following Month.
- (d) Transporter's PDA and Shipper Imbalance communication provided via EDM shall conform to the requirements of the Data Dictionary standards as referenced below.
  - (i) Predetermined Allocation as set forth in NAESB Standard 2.4.1.
  - (ii) Allocation as set forth in NAESB Standard 2.4.3.
  - (iii) Shipper Imbalance as set forth in NAESB Standard 2.4.4.



10.4 Determination of Deliveries (continued)

- (e) Allocations are considered final upon issuance of related invoices and Cash Out charges. However, should an error in the basis of an allocation be determined after final allocations have been made, the revised allocation quantity shall be attributed to the Shipper's account for the original production month. Adjustments to allocated quantities shall be made within six Months from the date of the original monthly statement, except in the case of a deliberate omission or misrepresentation or mutual mistake of fact. Parties shall have a three-month rebuttal period for any retroactive adjustments. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods. No imbalance penalty should be imposed when a prior period adjustment applied to the current period causes or increases a current month penalty (NAESB WGQ Standard No. 2.3.31).

## 11. SYSTEM OPERATIONAL PARAMETERS

### 11.1 Operational Flow Orders

- (a) An Operational Flow Order is an order issued by Transporter to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity of Transporter's system or to maintain operations required to provide efficient and reliable firm service. (NAESB Definition 1.2.6)

Transporter shall have the right to issue Operational Flow Orders ("OFO"). OFOs may be issued to any Shipper under Rate Schedules FT and FDBS.

Transporter's Operational Flow Orders, critical periods and critical notices, when issued, shall specify the conditions underlying such issuance and shall describe the specific responses required from the affected Parties.

When such notices are issued, they shall be updated as soon as information is available stating the current status of operational variables related to the OFO including the conditions under which the OFO will be lifted.

- (b) An OFO may be issued by Transporter to any Shipper under Rate Schedules FT and FDBS in order for Transporter to maintain system integrity and reliability (including, but not limited to: (1) blending Gas supplies to meet minimum Gas quality specifications at Point(s) of Delivery, (2) adjusting line pack to meet minimum pressure obligations at Point(s) of Delivery, (3) adjusting Point(s) of Receipt and/or Point(s) of Delivery quantities to realize compressor minimums) or any other comparable purpose. Upon issuance of an OFO, a Shipper may be required to increase or decrease quantities Tendered at Primary Point(s) of Receipt. An OFO can also require a Shipper to take other actions that are not listed above, if necessary, for system integrity and reliability, in which case Transporter shall post via Electronic Transmission and send to the Commission an explanation and justification of the OFO.
- (c) An OFO shall not specify sellers of Gas from which Shippers must purchase Gas. Additionally, an OFO shall not require a Rate Schedule FT Shipper to exceed its MDQ under its Service Agreement. Similarly, an OFO shall not require a Rate Schedule FDBS Shipper to Bank quantities that exceed its MBA or to Draw quantities that exceed the Inventory Quantity under its Service Agreement. To the extent feasible, Transporter will endeavor to limit the scope of OFOs to Shippers causing the problem that necessitates the OFO and Shippers causing Gas to be transported in the area of Transporter's system in which there is a problem and will only extend the applicability of OFOs to other Shippers in order to preserve system integrity and reliability.

11.1 Operational Flow Orders (continued)

- (d) Timing. To the extent practical, Transporter will first request affected Shipper(s) to adjust Nominations to accommodate necessary operational changes. Such request will be made by Transporter as soon as practicable when operating conditions dictate a change is required. The time allowed to fully comply with any such requests before Transporter issues an OFO will depend on the particular circumstances and Transporter's ability to meet its service obligations. Normally, adjustments must be reflected in the next Nominating period. To the degree required by prudent operation of the system following a request to adjust Nominations (if any), Transporter may issue an OFO. Compliance with an OFO shall be required within a reasonable time as specified in the OFO, or if no time is specified, compliance with an OFO issued before 9:00 a.m., Central Clock Time (CCT), is expected on or before 3:00 p.m. CCT, at the location the OFO will have its effect, on the calendar day the OFO is issued. For OFOs issued after 9:00 a.m. CCT, compliance is expected on or before 11:00 a.m. CCT, at the location where the OFO will have its effect, the following calendar day. An OFO shall remain in effect until Transporter contacts Shippers (NAESB Standard 1.3.26).
- (e) Notification. Transporter will notify Shipper through Shipper's choice of Electronic Notice Delivery Mechanism(s) pursuant to Section 6.1(e)(iv)(2) of the General Terms and Conditions upon issuance of an OFO. The notice shall specify (i) the time and date of issuance of the notice, (ii) the actions that affected Shippers are required to take, (iii) the nature of the problem sought to be addressed, (iv) the time by which affected Shippers must comply with the OFO, (v) the anticipated duration of the OFO (unless otherwise indicated in the notice, the OFO remains in effect until Transporter contacts Shippers, and (vi) any other conditions. Shipper must notify Transporter of the name and telephone number of a person who will be available on a 24-hour basis to receive notice of the issuance of an OFO.
- (f) Failure to Comply. Shipper's response to an OFO shall not be needlessly constrained by restrictions related to the submission and processing of Intraday Nominations. Shipper will be excused from complying with OFOs to the extent they are unable to comply due to force majeure as defined herein.

Otherwise, failure to comply in a timely manner (as specified in the OFO or this Section 11.1) with an OFO may result in an immediate reduction in Deliveries for the account of the noncomplying Shipper(s). In the event Shipper does not promptly or adequately respond to an OFO, Transporter shall have the right, but not the obligation, to take such remedial or corrective actions as Transporter deems prudent (including buying or selling Gas). Transporter shall be made whole by the noncomplying Shipper(s) for all remedial or corrective costs that Transporter incurs.

11.1 Operational Flow Orders (continued)

- (g) Liability. Transporter shall not be liable for any costs incurred by any Shipper in complying with an OFO (including, but not limited to, increased Gas supply costs), in the absence of negligence or undue discrimination by Transporter evaluated in light of the emergency conditions under which the OFO was issued. Transporter shall not be responsible for any damages (direct or consequential) that result from any reduction in Deliveries that are occasioned by any Shipper's failure to comply promptly and fully with an OFO. The failure of any Shipper to comply in a timely manner with an OFO may, but will not necessarily, subject such Shipper to liability for other Shippers whose service may be adversely affected.

Notwithstanding the above, a Shipper who fails to comply in a timely fashion with an OFO shall hold Transporter harmless and shall indemnify Transporter for any liability which may result from or arise out of damages sustained by any other party or person due to the failure to comply.

Shipper shall not incur any charges or penalties if such charges or penalties would not have been incurred but for Shipper's compliance with an OFO.

11.2 Force Majeure

- (a) Force Majeure. If by reason of an event of force majeure either Transporter or Shipper is rendered unable, wholly or in part, to perform its obligations under an Agreement incorporating these General Terms and Conditions, other than to make payments when due, and if such Party gives notice of such event within twenty-four hours and provides full particulars of such event in writing or by electronic communication (other than telephone) after the occurrence of an event of force majeure, nonperformance of the Party giving such notice shall be excused during the continuance of such event and to the extent its performance is affected by such event. The Party claiming force majeure shall use due diligence to remedy its nonperformance with all reasonable dispatch, including the making of provision for such alternate performance as may be economical and practical.
- (b) Force Majeure Defined. Without limitation by this recital, force majeure shall include acts of God; acts of a public enemy; fires; explosions; wars; earthquakes or volcanic eruptions; storms; floods; extreme cold or freezing, washouts, necessity for compliance with any court order, law regulation or ordinance promulgated by any governmental authority having jurisdiction, either federal, state or local, civil or military; civil disturbances; strikes, lockouts, or other industrial disturbances; shutdowns for purposes of necessary repairs, relocations, or construction of facilities; breakage or accident to machinery or lines of pipe; the necessity for testing (as required by governmental authority or as deemed necessary by the testing Party for the safe operation thereof); the necessity of

11.2 Force Majeure

(b) (continued)

making repairs or alterations to machinery or lines of pipe; failure of surface equipment or pipelines; inability of either Party to obtain necessary material, supplies, permits, or labor to perform or comply with any obligation or condition of this Agreement; inability to obtain rights-of-way; and any other causes, whether of the kind herein recited or not, which are not reasonably in the control of the Party claiming suspension. It is understood and agreed that the settlement of strikes, lockouts, or other industrial disturbances shall be entirely within the discretion of the Party having the difficulty and that the requirement pursuant to Section 11.2(a) that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other industrial disturbances by acceding to the demands of an opposing Party involved in such strike, lockout, or other industrial disturbance, when such course is inadvisable in the discretion of the Party having the difficulty.

(c) Limitations. Such force majeure affecting the performance hereunder by either Transporter or Shipper, however, shall not relieve such Party of liability in the event of failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve either Party from its obligations to make payments as determined hereunder. Any force majeure which results in Transporter's inability to transport all or any portion of Shipper's Gas, or any force majeure which results in Shipper's inability to Tender Gas to Transporter for transportation hereunder or any other force majeure whatsoever shall not operate to suspend or otherwise affect in any way Shipper's obligation to pay the applicable Reservation Charge, except as provided in Section 16 of the General Terms and Conditions. During any period when receipts are suspended in whole or in part due to force majeure as defined above, Transporter may use excess capacity created thereby to transport or exchange any other quantities of Gas made available to it. Such use of excess capacity shall not interfere with Shipper's right to have its Gas transported.

(d) Balancing Charges and Balancing Penalties. Failure of Shipper to fulfill responsibilities which contribute to imbalances pursuant to the General Terms and Conditions shall not be utilized in computing charges or penalties due to the extent that such failure is the direct result of force majeure on the system of a supplier or upstream or downstream transporter of Shipper or other force majeure situations outside the control of Shipper. Provided, however, that such force majeure shall not include failure of Gas supply for reasons other than physical impairment of facilities, and provided that the foregoing portions of this Section 11.2(d) shall be applicable only after Transporter has received actual notice of the full particulars of the nature, location and consequences of such event(s) of force majeure from Shipper or Shipper's agent.

## 12. BILLING AND PAYMENT

- 12.1 Billing. On or before the ninth (9th) Business Day of each Month, Transporter shall Render or furnish via email or other methods described in Section 12 to Shipper an invoice for the total payment due hereunder for Transportation Service during the preceding Month. Invoices shall be deemed Rendered when Transporter posts notification on its electronic bulletin board that invoices are final. Shipper may also access their invoice on the interactive web site or may request to have invoices Rendered via U.S. Mail. If the Shipper elects to have invoices Rendered via U.S. Mail, then Shipper's invoice shall be deemed Rendered when Transporter places such invoice in the U.S. Mail service with sufficient postage for delivery to the person and address designated pursuant to the applicable service agreement.
- (a) A Shipper may request a complimentary e-mail notification of posting of the invoice on the electronic bulletin board, provided that it is the Shipper's responsibility to maintain current e-mail information with Transporter to ensure delivery.
  - (b) A Shipper may elect to change its invoice delivery mechanism by notifying Transporter before the end of the Month to be effective for the next billing cycle.
  - (c) Transporter shall accompany such invoice with a schedule showing the quantities of Gas (in Dth) received and Delivered and constituting a thermal balance (including FL&U, Gas vented, and any imbalance under Section 10 hereof). Should Transporter be unable to furnish a statement of actual quantities by the ninth (9th) Business Day of any Month, Transporter may furnish an estimated statement and make appropriate adjustments in the statement Rendered for the next succeeding Month.
  - (d) It is Transporter's intent to comply with the standards published by the North American Energy Standards Board ("NAESB"). The NAESB Standards related to this Billing and Payment section are incorporated by reference in Section 1.31, except for the following NAESB Standards incorporated verbatim:
    - 3.3.14 The imbalance statement should be Rendered prior to or with the invoice, and the transportation invoice should be Rendered on or before the 9th Business Day after the end of the production Month. Rendered is defined as postmarked, time-stamped, and delivered to the designated site.

12.1 Billing  
(d) (continued)

- 3.3.15 Prior period adjustment time limits should be 6 Months from the date of the initial transportation invoice and 7 Months from date of initial sales invoice with a 3-Month rebuttal period, excluding government-required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods.
- 3.3.17 Party making payment should submit supporting documentation; party receiving payment should apply payment per supporting documentation provided by the paying party; and if payment differs from invoiced amount, remittance detail should be provided with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two Business Days of the payment due date.
- 3.3.19 If invoice is in dispute, pay portion not in dispute and provide documentation identifying basis for the dispute.

Transporter hereby incorporates the requirements of above sections into this Billing and Payment section.

When information necessary for billing purposes is in the control of a Shipper, Shipper shall furnish such information to Transporter on or before the fifth (5th) Business Day of the Month with respect to Deliveries of Gas during the previous Month. Information received after this deadline may not be included in the monthly allocation process.

12.2 Payment and Late Charge

- (a) Payment. Each Shipper shall pay Transporter in immediately available funds, at its general office or at such other address as Transporter shall designate, within 10 days of receipt of the invoice for the preceding month. Unless otherwise specified in an applicable Tariff, General Terms and Conditions, or contract, the effective payment due date of an invoice when such due date does not fall upon a Business Day (as defined in NAESB WGQ Standard No. 3.2.1) should be the first Business Day following the due date. (NAESB WGQ Standard No. 3.3.25) Payment received from Shipper shall be accompanied by a payment remittance statement setting forth the total payment and amount of payment to apply to late charges pursuant to Section 12.2(b) and each outstanding invoice by invoice number. Subject to Section 12.2(b), Transporter shall apply payment per the payment remittance statement. If the invoice is in dispute, Shipper shall pay the portion not in dispute and provide documentation identifying the basis for the dispute. Any invoice Rendered or furnished via email or other methods described in Section 12 by Transporter which is received by Shipper after the (9th) Business Day of the Month shall not extend the time of payment of such invoice unless Transporter is responsible for such delay.
- (b) Late Charge. Should Shipper fail to pay all of the amount of any invoice when same is due, interest on the unpaid balance shall accrue at the Commission-approved interest rate from the due date of payment to the date of actual payment. If such failure to pay continues for 30 Days after payment is due, Transporter, in addition to any other remedy it may have hereunder, may suspend Transportation Service or Firm Daily Balancing Service for Shipper until such amount is paid. If Shipper, in good faith, disputes the amount of any such invoice, Shipper shall nevertheless pay to Transporter the amount of such invoice. In the event a late charge accrues to an amount less than \$10, Transporter will not invoice the late charge amount and such charge shall not be reflected on Shipper's account. Any invoice Rendered or furnished via email or other methods described in Section 12 by Transporter which is received by Shipper after the (9th) Business Day of the Month shall not extend the time of payment of such invoice unless Transporter is responsible for such delay.

- 12.3 Estimates. At the request of either Party, the other Party will furnish an estimate by the 10th Day of each Month of billing and payment data applicable to the preceding Month.



- 12.4 Corrections. The time period for corrections to invoice or statement data shall be six (6) months from the date of the initial invoice or statement with a three (3) month rebuttal period, excluding government required rate changes. This limitation does not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this limitation. If there is a deliberate omission or misrepresentation of fact, there will be no time limit for correction of the invoice. If there has been a mutual mistake of fact, no corrections shall be made for an invoicing error unless the Party gives notice thereof within twenty-four (24) Months after the error is committed.

### 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

## 14. PENALTIES

- 14.1 Penalty Provisions. Shipper will only be subject to one penalty for the same type of infraction involving any quantity of Gas in conjunction with Transportation Service provided under the General Terms and Conditions.
- 14.2 Unauthorized Overrun Penalty Crediting. The actual unauthorized overrun revenues that are in excess of Transporter's costs associated with an unauthorized overrun event, received by Transporter in any calendar year under a Rate Schedule FDBS service agreement shall be credited by invoice credit to those firm and interruptible Shippers who did not incur unauthorized overrun charges in the Month for which such revenues were received. Credits to eligible Shippers shall be made on a pro rata basis, based on a Shipper's total annual reservation and commodity charges paid each Month. Such credit shall be made not later than the March accounting Month statement sent subsequent to the calendar year-end by Transporter. Any revenue collected and retained by Transporter pursuant to this section shall accrue interest calculated pursuant to Section 154.501(d) of the Commission's regulations.
- 14.3 In the event Gas is surrendered under Rate Schedule FDBS, Transporter will credit the value of such Gas, net of the costs associated with the disposal of such Gas, to Shippers as part of Transporter's penalty crediting mechanism described in Section 14.2 of the General Terms and Conditions.

15. Miscellaneous Surcharges

15.1 Gas Research Institute Funding

- (a) Transporter has joined with other Gas enterprises in the formation of and participation in the Gas Research Institute (GRI), an Illinois not-for-profit corporation. GRI sponsors research, development, and demonstration programs in the field of natural and manufactured Gas to assist all segments of the Gas industry in providing adequate, reliable, safe, economic, and environmentally acceptable Gas service to Gas consumers and the general public.
- (b) Pursuant to Section 1.7 of the January 21, 1998 GRI Settlement in Docket No. RP97-149-003, et al., Transporter will act as a voluntary collection agent for Shippers who voluntarily choose to support GRI programs. WIC invoices will provide notification of a "check the box" voluntary GRI contribution form which, once completed and returned to Transporter, will be billed by WIC on a monthly basis until modified or canceled by a Shipper.
- (c) All amounts collected by Transporter shall be remitted to GRI within 15 days of receipt.

## 16. RESERVATION CHARGE CREDIT

- 16.1 No adjustments of any kind under this Section shall be required if Transporter's failure to schedule Gas is due to Shipper's failure to perform in accordance with the terms of the Agreement and the Tariff, including, but not limited to, Operational Flow Orders, failure to meet all applicable Gas quality specifications, and failure of supply, transportation, and/or market upstream of or downstream from Transporter's pipeline system.
- 16.2 Unless otherwise mutually agreed between Transporter and Shipper, no reservation charge adjustment shall be made with respect to any service nominated at Secondary or Flow Path Secondary Points of Receipt or Delivery. However, reservation charge credits shall be applicable to quantities scheduled to Points of Delivery or at Points of Receipt not listed as Primary Points of Delivery or Receipt on Shipper's Agreement, to the extent Transporter is unable to schedule Shipper's nominated and confirmed quantities due to a constraint occurring on the portion of the Primary Receipt-to-Delivery Flow Path utilized by that Shipper for that Gas Day.
- 16.3 Subject to Sections 16.1 and 16.2, if Transporter fails to schedule Shipper's nominated and confirmed quantities pursuant to Section 16.3(a), Shipper shall receive a reservation charge adjustment unless such failure to schedule results from application of the scheduling priorities described in Section 6 of the General Terms and Conditions.
- (a) Reservation charge adjustments shall be based on the quantity Transporter fails to schedule up to Shipper's MDQ by the close of the Evening Nomination Cycle (i.e., Cycle 2), provided that Shipper's nominated, confirmed and scheduled quantities at the close of the Intraday 3 Nomination Cycle (i.e., Cycle 5) have not increased above Cycle 2 scheduled quantity levels. Should Shipper's nominated and confirmed quantities at the end of the Cycle 5 increase above Shipper's Cycle 2 nominated, confirmed and scheduled quantities, reservation charge credits will be based on Shipper's nominated, confirmed and scheduled quantities at the end of Cycle 5.
  - (b) In the event Shipper's nominated and confirmed quantities are curtailed by Transporter in the Timely Nomination Cycle (i.e., Cycle 1) and Shipper nominates the "un-scheduled" gas on a third-party pipeline, such Shipper shall receive a reservation charge adjustment for the curtailed amount. Shipper shall not be required to re-submit a nomination to Transporter in Cycle 2 to receive such reservation charge adjustment. Should Shipper's "un-scheduled" quantities be transported by Transporter in a subsequent intraday cycle, such Shipper's reservation charge adjustment will appropriately be reduced.
  - (i) Shipper shall provide a representation to Transporter that its nominated, confirmed and scheduled quantities on a third-party pipeline are the result of Transporter's inability to provide primary firm service.



- 16.4 Should Shipper be due a reservation charge adjustment, Transporter will provide a 100 percent reservation charge credit as set forth in Section 16.6 under the following circumstances:
- (a) During non-force majeure periods when primary firm quantities are not scheduled.
  - (b) During a force majeure event, declared pursuant to Section 11.2 of the General Terms and Conditions, when primary firm quantities are not scheduled, a reservation charge adjustment shall apply beginning on the eleventh Day of the force majeure event.
- 16.5 Subject to Sections 16.1 and 16.2, the reservation charge specified in the Agreement will be fully refunded for any service failures on each Day as described in Section 16.4 by an amount equal to the product of (1) the quantity of nominated and confirmed Gas up to the Shipper's MDQ not scheduled by Transporter and (2) the rate per Dth equal to the quotient of the reservation rate in the Agreement divided by the number of applicable Days, rounded to the nearest tenth of a cent.
- 16.6 Any reservation charge adjustment due Shipper pursuant to this Section 16 shall be credited against transportation charges for a future Month, offset against other amounts owed, or refunded if the Agreement has terminated. Corrections to credited amounts shall be resolved using the dispute procedures described in Section 12 of the General Terms and Conditions.
- 16.7 Should Transporter fail to provide to Shipper the ability to Draw gas quantities under Rate Schedule FDBS, Transporter will provide a 100 percent reservation charge credit as set forth in Section 16.8 under the following circumstances:
- (a) During non-force majeure periods.
  - (b) During a force majeure event, declared pursuant to Section 11.2 of the General Terms and Conditions, a reservation charge adjustment shall apply beginning on the eleventh Day of the force majeure event.
- 16.8 Notwithstanding the provisions set forth in this Section 16 nor the provisions of Rate Schedule FDBS, the reservation charge calculated pursuant to the executed Rate Schedule FDBS Agreement for the Month in which the failure occurs will be fully refunded by an amount equal to the product of (1) the quantity of Gas Transporter failed to deliver (calculated as the difference between Shipper's Inventory Quantity and the gas quantities drawn on the applicable Gas Day, not to exceed Shipper's Inventory Quantity) and (2) the rate per Dth equal to the quotient of the reservation rate in the Agreement divided by the number of Days in the applicable Month, rounded to the nearest tenth of a cent.

## 17. ANNUAL CHARGE ADJUSTMENT SURCHARGE

### 17.1 Annual Charge Adjustment Surcharge

- (a) Purpose. For the purpose of funding of the FERC's costs incurred in any fiscal year, this Section 17.1 establishes an Annual Charge Adjustment Surcharge which shall be applicable to Transporter's transportation Rate Schedules as set forth on the Statement of Rates. All amounts assessed pursuant to this section shall be recorded in FERC Account 928. Transporter shall not seek to recover these annual charges in a Natural Gas Act Section 4 rate case.
- (b) Basis of the Annual Charge Adjustment. All transportation Rate Schedules referred to in Section 17.1(a) shall include an increment for an Annual Charge Adjustment Surcharge, as calculated by the Commission, for the FERC's costs. Such adjustment shall be the charge factor, adjusted to Transporter's pressure base and heating value, if required, which is stated in the FERC's Annual Charges Billing. The Annual Charge Adjustment Surcharge shall be the unit charge shown on the Commission's website, as revised and posted annually. Such surcharge is incorporated by reference into Transporter's currently effective FERC Gas Tariff.
- (c) The proposed effective date of surcharges pursuant to this section shall be October 1.

18. WAIVERS

- 18.1 Non-Waiver of Future Defaults. The failure of either Party hereto at any time to require performance by the other Party of any provision of the Agreement shall in no way affect the right of such Party thereafter to enforce the same, nor shall the waiver by either Party of any breach of any provision hereof by the other Party be taken or held to be a waiver by such Party of any succeeding breach of such provision, or as a waiver of the provision itself.
- 18.2 Waivers of Past or Future Defaults. Transporter may, from time to time and on a not unduly discriminatory basis, waive any of its rights hereunder and compliance with the provisions of this Tariff. All such waivers shall be limited to past defaults or other past occurrences or case-by-case in advance waivers addressing specific, short-term operational problems.

## 19. DESCRIPTIVE HEADINGS

The headings contained in the Transportation Service Agreement, in the applicable rate schedule, and in the General Terms and Conditions are for reference purposes only and shall not affect their meaning or interpretation.

## 20. ELECTRONIC BULLETIN BOARD

- 20.1 Transporter's electronic bulletin board is accessed through Transporter's designated interactive website(s). The electronic bulletin board provides a portfolio of electronic business services to Shippers. The electronic bulletin board is available on a non-discriminatory basis to any party that has compatible equipment. The electronic bulletin board may be accessed on the Internet at [www.kindermorgan.com](http://www.kindermorgan.com). Questions about the electronic bulletin board may be directed to the applicable telephone number provided in the "Points of Contact" section.
- 20.2 Transporter's electronic bulletin board shall provide a means for a Releasing Shipper to release its firm transportation rights in accordance with Section 9 of this Tariff.
- 20.3 Parties wishing to bid on released capacity shall post their bids through the electronic bulletin board. Only those parties that have satisfied the creditworthiness requirements of Section 4.13 of this Tariff may submit a bid.
- 20.4 The electronic bulletin board shall contain information concerning the availability of capacity:
- (a) Receipt and Delivery Point(s), as the data at those points relates to segments and Transportation rates;
  - (b) pipeline Segments
  - (c) whether the capacity is available from Transporter directly or through Transporter's Capacity Release Program set forth in Section 9 of this Tariff.
- 20.5 Notice of Available Firm and Interruptible Capacity. Transporter will post on its electronic bulletin board the availability of firm and interruptible capacity as required by Section 284.13(d) of the Commission's Regulations.
- 20.6 Transporter may revoke a user's access and/or signature code if Transporter has good cause to believe that one of the following events has occurred:
- (a) Fraudulent or unauthorized use of the signature or access code.
  - (b) An action resulting in a breach of security such as loss, theft or unauthorized disclosures or use of data contained on the electronic bulletin board.
  - (c) Conduct that threatens the viable operations of the electronic bulletin board, that wrongly interferes with the business transactions of another party or that in any way might threaten the integrity of Transporter's pipeline system.

- 20.7 Electronic bulletin board access, including historical data, shall be available to state regulatory commissions and state consumer advocates on the same basis as any other party.
- 20.8 Transporter shall maintain backup copies of the data contained on its electronic bulletin board for three years, which may be archived to off-line storage. Parties may access the on-line data directly through the electronic bulletin board. In the event the data has been archived off-line, parties may request such data through the electronic bulletin board's electronic mail service. Transporter will provide a computer disk containing archived data for a charge of \$50.00.
- 20.9 Electronic bulletin board users shall be allowed to download files so their contents can be reviewed in detail without tying up access to the electronic bulletin board. Information on the most recent transactions shall be listed before older information. Electronic bulletin board users shall be able to split large files into smaller parts for ease of use. On-line help shall be available to assist the electronic bulletin board users along with a search function allowing users to locate all information concerning a specific transaction, and menus that permit users to separately access notices of available capacity and standards of conduct information. Notwithstanding Section 20.8, Transporter shall retain its affiliate waiver log for five years from the date of posting.
- 20.10 Transporter's currently effective Tariff, as revised from time to time, shall be posted on the electronic bulletin board. Therefore, Transporter shall provide paper copies of the effective Tariff to Shippers and interested state commissions only when specifically requested.
- 20.11 Shippers desiring to exchange information using Transporter's designated interactive website must first enter into the appropriate trading partner agreement with Transporter.

21. AFFILIATE-RELATED INFORMATION

Shared facilities between transmission function employees of Transporter and the marketing function employees of Transporter's affiliate(s), if any, are posted on Transporter's electronic bulletin board.

22. Compliance with 18 CFR, Section 284.12

Transporter has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 3.2, which are required by the Commission in 18 CFR, Section 284.12(a), as indicated below. Standards without accompanying identification or notations are incorporated by reference. Standards that are not incorporated by reference are identified along with the tariff record in which they are located. Standards for which waivers or extensions of time have been granted are also identified.

**Standards not Incorporated by Reference and their Location in Tariff:**

Pursuant to NAESB's Copyright Procedure Regarding Member and Purchaser Self-Executing Waiver as adopted by the NAESB Board of Directors on April 4, 2013, Transporter may publish in its tariff, compliance filings, in communications with customers or stakeholders in conducting day to day business or in communications with regulatory agencies some or all of the language contained in NAESB standards protected by copyright, provided that Transporter includes appropriate citations in the submission.

Transporter has elected to reproduce only the following Business Practices and Electronic Communications standards, NAESB WGQ Version 3.2, that are protected by NAESB's copyright. With respect to each reproduced standard (including any minor corrections), Transporter incorporates the following: © 1996 - 2020 North American Energy Standards Board, Inc., all rights reserved.

<u>NAESB Standards</u>	<u>Tariff Record</u>
1.2.5	GT&C Section 1.46
1.2.8	GT&C Section 1.8(a)
1.2.9	GT&C Section 1.8(b)
1.2.10	GT&C Section 1.8(c)
1.2.11	GT&C Section 1.8(d)
1.2.12	GT&C Section 6.1(e)(vii)
1.3.2(i) – (vi)	GT&C Section 6.1
1.3.7	GT&C Section 6.1(b)(i)
1.3.9	GT&C Section 6.1(b)(v)
1.3.11	GT&C Section 6.1(e)(viii)
1.3.13	GT&C Section 6.1(e)(ix)
1.3.14	GT&C Section 1.77
1.3.20	GT&C Section 6.2(c)
1.3.24	GT&C Section 1.46
1.3.25	GT&C Section 1.46
1.3.30	GT&C Section 13.4
1.3.32	GT&C Section 6.1(e)(i)
1.3.33	GT&C Section 6.1(e)(viii)
1.3.35	GT&C Section 6.2(a)
1.3.36	GT&C Section 6.2(b)



**Standards not Incorporated by Reference and their Location in Tariff:**

(Continued)

1.3.37	GT&C Section 6.1(a)(iii)
1.3.38	GT&C Section 6.1(a)(iv)
1.3.39	GT&C Section 1.4
1.3.40	GT&C Section 1.8
1.3.44	GT&C Sections 6.1(e)(v) and 6.1(e)(v)(1)
1.3.45	GT&C Section 6.2(d)
1.3.51	GT&C Section 6.1(e)(vi)
1.3.64	GT&C Section 6.13(a)
1.3.65	GT&C Section 6.13(b)
2.2.1	GT&C Section 10.4(a)(v)
2.3.7	GT&C Section 2.1
2.3.8	GT&C Section 2.3
2.3.11	GT&C Section 2.1
2.3.12	GT&C Section 2.1
2.3.13	GT&C Section 2.1
2.3.22	GT&C Section 10.4(c)(i)
2.3.31	GT&C Section 10.4(e)
3.3.14	GT&C Section 12.1(d)
3.3.15	GT&C Section 12.1(d)
3.3.17	GT&C Section 12.1(d)
3.3.19	GT&C Section 12.1(d)
3.3.25	GT&C Section 12.2(a)
5.2.2	GT&C Section 6.1(e)(v)(2)
5.3.1	GT&C Sections 9.5(c)
5.3.2	GT&C Section 9.5(c)
5.3.4	GT&C Section 9.11(h)
5.3.13	GT&C Section 9.10(g)
5.3.14	GT&C Section 9.11(b)
5.3.16	GT&C Section 9.11(b)
5.3.21	Part II: Statement of Rates (Rates) Section 3, Footnote 2
5.3.22	Rates Section 3, Footnote 2
5.3.23	Rates Section 3, Footnote 2
5.3.29	GT&C Sections 9.7(b) and 9.8(e)
5.3.34	GT&C Section 6.1(e)(v)(2)
5.3.44	GT&C Section 9.12(a)
5.3.45	GT&C Section 9.12(b)
5.3.51	GT&C Section 9.7(d)
5.3.53	GT&C Section 9.12(g)
5.3.54	GT&C Section 9.12(f)
5.3.56	GT&C Section 9.12(e)

**Standards Incorporated by Reference:**  
**Additional Standards:**

**General:**

Definition:  
0.2.5

Standards:  
0.3.1, 0.3.2, 0.3.16, 0.3.17

**Creditworthiness:**

Standards:  
0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10

**Gas/Electric Operational Communications:**

Definitions:  
0.2.1, 0.2.2, 0.2.3, 0.2.4

Standards:  
0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

**Operating Capacity and Unsubscribed:**

Standards  
0.3.18, 0.3.20, 0.3.21, 0.3.22

Data Sets:  
0.4.2, 0.4.3

**Location Data Download**

Standards:  
0.3.23, 0.3.24, 0.3.25, 0.3.26, 0.3.27, 0.3.28, 0.3.29

Dataset:  
0.4.4

**Storage Information:**

Data Set:  
0.4.1

### **Nominations Related Standards:**

#### Definitions:

1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.6, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19

#### Standards:

1.3.1, 1.3.3, 1.3.4, 1.3.5, 1.3.6, 1.3.8, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.19, 1.3.21, 1.3.22, 1.3.23, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.31, 1.3.34, 1.3.41, 1.3.42, 1.3.43, 1.3.46, 1.3.48, 1.3.53, 1.3.55, 1.3.56, 1.3.58, 1.3.62, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.3.80, 1.3.81, 1.3.82

#### Data Sets:

1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7

### **Flowing Gas Related Standards:**

#### Definitions:

2.2.2, 2.2.3, 2.2.4, 2.2.5

#### Standards:

2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.9, 2.3.10, 2.3.14, 2.3.15, 2.3.16, 2.3.17, 2.3.18, 2.3.19, 2.3.20, 2.3.21, 2.3.23, 2.3.25, 2.3.26, 2.3.27, 2.3.28, 2.3.29, 2.3.30, 2.3.32, 2.3.40, 2.3.41, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.3.66

#### Datasets:

2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.17, 2.4.18

### **Invoicing Related Standards:**

#### Definition:

3.2.1

#### Standards:

3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.16, 3.3.18, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.26, 3.3.27

#### Datasets:

3.4.1, 3.4.2, 3.4.3, 3.4.4

### **Quadrant Electronic Delivery Mechanism Related Standards:**

#### Definitions:

4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20

**Standards:**

4.3.1, 4.3.2, 4.3.3, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.57, 4.3.58, 4.3.60, 4.3.62, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.75, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92, 4.3.93, 4.3.94, 4.3.95, 4.3.96, 4.3.97, 4.3.98, 4.3.99, 4.3.100, 4.3.101, 4.3.102, 4.3.103, 4.3.104, 4.3.105, 4.3.106, 4.3.107, 4.3.108, 4.3.109, 4.3.110

**Capacity Release Related Standards:**

**Definitions:**

5.2.1, 5.2.3, 5.2.4, 5.2.5

**Standards:**

5.3.3, 5.3.5, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.15, 5.3.18, 5.3.19, 5.3.20, 5.3.24, 5.3.25, 5.3.26, 5.3.28, 5.3.31, 5.3.32, 5.3.33, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.52, 5.3.55, 5.3.57, 5.3.58, 5.3.59, 5.3.60, 5.3.62, 5.3.62a, 5.3.63, 5.3.64, 5.3.65, 5.3.66, 5.3.67, 5.3.68, 5.3.69, 5.3.70, 5.3.71, 5.3.72, 5.3.73

**Datasets:**

5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.20, 5.4.21, 5.4.22, 5.4.23, 5.4.24, 5.4.25, 5.4.26, 5.4.27

**Internet Electronic Transport Related Standards:**

**Definitions:**

10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38, 10.2.39

**Standards:**

10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, 10.3.25, 10.3.26, 10.3.27, 10.3.28, 10.3.29

**Standards for which Waiver or Extension of Time to Comply have been granted:**

<b><u>NAESB Standard</u></b>	<b><u>Waiver, Variance or Extension of Time</u></b>	<b><u>Relevant Tariff Section and/or Description</u></b>	<b><u>Initial Order Granting Request</u></b>	<b><u>Most Recent Order Granting Continuation</u></b>
0.4.1	Extension	Extension for EDI Implementation		
1.3.2	Variance	GT&C Section 6.1 Extension of nomination cycle deadlines for certain transactions	RP06-34-000, November 4, 2005 (unpublished letter order) 154 FERC ¶ 61,250 (2016)	168 FERC ¶ 61,061 (2019)
2.4.1	Extension	Extension for EDI Implementation		
2.4.2	Extension	Extension for EDI Implementation		
2.4.3	Extension	Extension for EDI Implementation		
2.4.4	Extension	Extension for EDI Implementation		
2.4.5	Extension	Extension for EDI Implementation		
2.4.6	Extension	Extension for EDI Implementation		
3.4.1	Extension	Extension for EDI Implementation		
3.4.2	Extension	Extension for EDI Implementation		
3.4.3	Extension	Extension for EDI Implementation		
3.4.4	Extension	Extension for EDI Implementation		
4.3.60	Waiver	Requirement for multi-factor authentication		

23. WARRANTY

Shipper warrants for itself, its successors, and assigns, that it will have at the time of Tender of Gas for Transportation Service hereunder good title or the good right to Tender such Gas.

Shipper warrants for itself, its successors, and assigns, that the Gas Shipper Tenders hereunder shall be free and clear of all liens, encumbrances, and claims whatsoever, that it will indemnify Transporter and save harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of any adverse claims of any and all persons to said Gas and/or to royalties, taxes, license fees, or charges thereon which are applicable to such Tender of Gas and that it will indemnify Transporter and save it harmless from all taxes or assessments which may be levied and assessed upon such Tender of Gas and which are by law payable by, and the obligation of, the Party making such Tender.

24. TAXES

All production (including ad valorem-type production taxes), gathering, delivery, sales, severance, or other excise taxes or assessments upon the Gas Tendered hereunder by Shipper to Transporter, which are now or hereafter in existence or authorized for collection by any state or other governmental agency or duly constituted authority, either directly or indirectly, shall be paid or caused to be paid by Shipper.

## 25. INDEMNIFICATION/LIABILITY

- 25.1 Each Party assumes full responsibility and liability arising from the installation, ownership, and operation of its pipelines and facilities and will hold the other Party harmless from any claim, loss, expense or liability (except as otherwise specifically provided in the agreement) that such Party incurs on account of such installation, ownership, and operation. However, one Party will not be liable to the other Party for, or hold the other Party harmless from, any claims, loss, expense, or liability arising out of acts or omissions of third parties when such acts or omissions are not reasonably within the first Party's control.
- 25.2 Limitation on Liability of Partner. Any claim by Shipper against Transporter which may arise hereunder shall be made only against Transporter, as a partnership and all rights to proceed against the partners therein, individually or collectively, or against their assets as a result of such claim or any obligations arising therefrom is hereby expressly waived by Shipper.



## 26. COMPLAINT PROCEDURES

26.1 Formal Complaints. In the event that Shipper or potential Shipper has a complaint with Transporter's handling of its Transportation Services or Requests, the Shipper or potential Shipper must provide a written description of the complaint, including, when appropriate, (1) the identification of the specific Agreement or transportation request and (2) a reference to this paragraph of the Tariff, and send to the address listed in the "Points of Contact" section. Transporter shall respond initially within 48 hours and in writing within 30 days to a formal complaint.

26.2 Informal Complaints. In the event that Shipper or a potential Shipper has a complaint that it desires to handle on an informal basis by telephone with Transporter, Shipper is to call:

See "Points of Contact" in the Tariff.

Transporter shall attempt to provide a satisfactory response at the time that a Shipper or a potential Shipper calls. Should a follow-up call by Transporter be necessary or agreed upon by Shipper or a potential Shipper and Transporter at the time of the initial call, Transporter shall so respond within seven days.

## 27. OPERATIONAL PURCHASES AND SALES

- 27.1 Transporter may buy and/or sell gas to the extent necessary: (i) to maintain system pressure and line pack; (ii) to balance fuel quantities; (iii) to implement the cash out of imbalances procedures contained in Section 10.3 of the General Terms and Conditions of the Tariff; and (iv) to perform other operational functions of Transporter in connection with transportation and other similar services.
- 27.2 Transporter will make operational sales by either posting notice of such operational gas sales on its electronic bulletin board (in accordance with the applicable bidding provisions contained in Section 9 of the General Terms and Conditions of this Tariff); or by posting for bid operational gas quantities on the IntercontinentalExchange or another independent trading platform, exchange, or clearing house.
- 27.3 Transporter will file a report on or before September 30 of each year reflecting the operational purchases/sales for the 12-month period ending the preceding June 30. The report will indicate the source of the operational gas purchased/sold, the date of such purchases/sales, volumes, the purchase/sale price, the costs and revenues from such purchases/sales and the disposition of the associated costs and revenues for all types of operational purchases and sales. In addition, such report shall also include an explanation of the purpose of any operational purchases/sales as well as a reconciliation and accounting of operational purchases/sales that are associated with Section 1.27 (Fuel) and Section 10.3 (Cash Out).

## FORMS OF SERVICE AGREEMENTS

### Preliminary Statement

Pursuant to Transporter's "Tariff Name Change and Re-Organization" filing in Docket No. RP10-491-000; and subsequent filing pursuant to the electronic tariff requirements of Docket No. RM01-5, the pro forma service agreements contained in this Tariff are modified to reflect revised GT&C section references. (See below for the new section references.) As such, the currently Executed TSAs shall remain in effect and shall not be rendered non-conforming due to these modified references.

#### Former Section Reference

Article 34

Article 24

#### Current Section Reference

Section 4.14

Section 17.1

## FORMS OF SERVICE AGREEMENTS

Section 1	Rate Schedule FT
Section 2	Rate Schedule IT
Section 3	Rate Schedule HSP-1
Section 4	Rate Schedule PAL
Section 5	Rate Schedule FDBS

FORM OF TRANSPORTATION SERVICE AGREEMENT  
APPLICABLE TO RATE SCHEDULE FT

Agreement No. \_\_\_\_\_

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

\_\_\_\_\_  
(Shipper)

DATED: \_\_\_\_\_

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, heading and font may vary from Pro Forma to Service Agreement)

FORM OF TRANSPORTATION SERVICE AGREEMENT  
APPLICABLE TO RATE SCHEDULE FT  
(Continued)

Agreement No. \_\_\_\_\_

Transportation Service Agreement  
Rate Schedule FT  
DATED: \_\_\_\_\_

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

1. Transporter: WYOMING INTERSTATE COMPANY, L.L.C.
2. Shipper: \_\_\_\_\_
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time ("the Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. Changes in Rates and Terms: Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. Transportation Service: Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.

(Insert the applicable portion(s) of the following provisions when service involves the construction of facilities:

The parties recognize that Transporter must construct additional facilities in order to provide Transportation Service for Shipper under this Agreement. Transporter's obligations under this Agreement are subject to:

- (i) the receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.
- (iii) \_\_\_\_\_.)

6. Points of Receipt and Delivery: Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. Rates and Surcharges: As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.
8. Negotiated Rate: Yes \_\_\_\_\_ No \_\_\_\_\_

9. Maximum Delivery Quantity ("MDQ"):

MDQ (Dth/Day)	Effective
_____	_____
_____	_____
_____	_____

10. Term of Firm Transportation Service: \_\_\_\_\_  
[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights of first refusal; (iv) interim capacity limitations; and/or (v) related termination provisions, as applicable.]

11. Notices, Statements, and Bills:

Invoices:

To Shipper: \_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

All Notices: \_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

To Transporter:

See "Points of Contact" in this Tariff.

12. Effect on Prior Agreement(s): \_\_\_\_\_.

13. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

Transporter:  
WYOMING INTERSTATE COMPANY, L.L.C.

\_\_\_\_\_

\_\_\_\_\_

Accepted and agreed to this  
\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

Shipper:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Accepted and agreed to this  
\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_



EXHIBIT A  
to  
FIRM TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

\_\_\_\_\_  
(Shipper)

DATED: \_\_\_\_\_

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

Shipper's Maximum Delivery Quantity ("MDQ"): (See ¶\_\_.)  
Primary Point(s) of Receipt (1)  
Primary Point(s) of Delivery (1)  
Effective Dates  
Primary Point(s) of Receipt Quantity (Dth per Day) (2)  
Primary Point(s) of Delivery Quantity (Dth per Day) (3)  
Minimum Receipt Pressure (p.s.i.g.) (4)  
Minimum Delivery Pressure (p.s.i.g.) (4)  
Maximum Receipt Pressure (p.s.i.g.) (4)  
Maximum Delivery Pressure (p.s.i.g.) (4)

Notes [Insert as applicable]:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's FL&U Percentage. Shipper shall be responsible for providing such FL&U Percentage at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this Agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.

EXHIBIT B  
to  
FIRM TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.  
and

\_\_\_\_\_  
(Shipper)

DATED:\_\_\_\_\_

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

Primary Point(s) of Receipt  
Primary Point(s) of Delivery  
Reservation Rate (1) (5)  
Commodity Rate (1) (5)  
Effective Dates  
FL&U Percentage (2) (5)  
Surcharges (3)  
Authorized Overrun Rates (1) (4)  
Secondary Point(s) of Receipt  
Secondary Point(s) of Delivery

Notes [Insert as applicable]:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.

-and/or-

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

As provided in Section 4.14 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following discount rate(s)\_\_\_\_\_ (insert if applicable) which shall be payable regardless of quantities transported. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

-and/or

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

As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s)\_\_\_\_(insert if applicable) which shall be payable regardless of quantities transported.

- (2) Applicable FL&U Percentage(s) shall be as stated in Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) Surcharges, If Applicable:

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

ACA:

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

- (4) Subject to Transporter's authorized maximum and minimum rates in effect from time to time, a rate of \$\_\_\_ per Dth shall apply to Daily Authorized Overrun of up to \_\_\_Dth per Day.
- (5) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.5 of the General Terms and Conditions of the Tariff.

FORM OF TRANSPORTATION SERVICE AGREEMENT  
APPLICABLE TO RATE SCHEDULE IT

Agreement No. \_\_\_\_\_

INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE IT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

\_\_\_\_\_  
(Shipper)

DATED: \_\_\_\_\_

(Placement of text on page, number of pages, numbering of sections, paragraphs and footnotes, format, capitalization, heading and font may vary from Pro Forma to Service Agreement)

FORM OF TRANSPORTATION SERVICE AGREEMENT  
APPLICABLE TO RATE SCHEDULE IT  
(Continued)

Agreement No. \_\_\_\_\_

Transportation Service Agreement  
Rate Schedule IT  
DATED: \_\_\_\_\_

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

1. Transporter: WYOMING INTERSTATE COMPANY, L.L.C.
2. Shipper: \_\_\_\_\_
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed, with and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. Changes in Rates and Terms: Transporter shall have the right to propose to the FERC such changes in its rates and terms of service as it deems necessary, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. Points of Receipt and Delivery: System-wide

All Point(s) of Receipt and Delivery included on Transporter's master list of Point(s) of Receipt and Delivery as posted on Transporter's electronic bulletin board.

For each Point of Receipt and Delivery, data posted shall include a description of the legal location, pressure information, the identity of the interconnected Party and the measuring Party, and such other data as Transporter may include from time to time. Transporter's master list of Point(s) of Receipt and Delivery shall be updated from time to time in order to add or delete Point(s) of Receipt or Delivery and in order to modify data pertinent to Point(s) of Receipt and Delivery, all as deemed appropriate by Transporter.

6. Rates and Surcharges: As set forth in Exhibit A. Transporter and Shipper may also agree to a discount using of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.
7. Negotiated Rate: Yes \_\_\_\_\_ No \_\_\_\_\_

8. Term of Interruptible Transportation Service:\_\_\_\_\_.

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision (iii) contractual right of first refusal and/or (iv) related termination provisions as applicable.]

9. Notices, Statements and Bills:

Invoices:

To Shipper:\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

All Notices: \_\_\_\_\_

Attn: \_\_\_\_\_

To Transporter:

See "Points of Contact" in the Tariff.

10. Effect on Prior Agreement(s):\_\_\_\_\_.

11. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

WYOMING INTERSTATE COMPANY, L.L.C.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

Accepted and agreed to this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

EXHIBIT A  
to  
INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE IT

between

WYOMING INTERSTATE COMPANY, L.L.C.  
and

\_\_\_\_\_  
(Shipper)

Dated: \_\_\_\_\_

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

Point(s) of Receipt  
Point(s) of Delivery  
Commodity Rate (1) (2)  
Effective Dates  
Fuel Percentage (3)  
Surcharges (4)

Notes [Insert as applicable]:

- (1) Unless otherwise agreed by the Parties in writing, the Commodity rate for service shall be Transporter's maximum rate for service under Rate Schedule IT, or other superseding Rate Schedule; as such rates may be changed from time to time.

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

As provided in Section 4.14 of the General Terms and Conditions of the Tariff, the parties agree to the following discount rate(s)\_\_\_\_\_. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

-and/or-

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

As provided in Section 4.15 of the General Terms & Conditions of the Tariff, the parties agree to the following negotiated rate(s)\_\_\_\_\_.

- (2) Quantities Delivered at a location on any Day which are in excess of the Scheduled and Confirmed Quantities for that location are subject to the Unauthorized Interruptible Overrun Rates as set forth in Transporter's Statement of Rates.



- (3) FL&U Percentage(s) shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

- (4) Surcharges, If Applicable:

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

ACA:

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

FORM OF HEADSTATION POOLING SERVICE AGREEMENT  
APPLICABLE TO RATE SCHEDULE HSP-1

Agreement No. \_\_\_\_\_

HEADSTATION POOLING SERVICE AGREEMENT

RATE SCHEDULE HSP-1

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

\_\_\_\_\_  
(Pooler)

DATED: \_\_\_\_\_

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, heading and font may vary from Pro Forma to Service Agreement)

FORM OF HEADSTATION POOLING SERVICE AGREEMENT  
APPLICABLE TO RATE SCHEDULE HSP-1  
(Continued)

Agreement No. \_\_\_\_\_

Headstation Pooling Agreement  
Rate Schedule HSP-1  
DATED: \_\_\_\_\_

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

1. Transporter: WYOMING INTERSTATE COMPANY, L.L.C.
2. Pooler: \_\_\_\_\_
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff, Third Revised Volume No. 2 as the same may be amended or superseded from time to time (the Tariff). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms and not otherwise defined used in this Agreement have the meanings given to them in the Tariff.
4. Changes in Rates and Terms. Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Pooler's right to protest the same.
5. Point(s) of Receipt and Delivery:

All Point(s) of Receipt included on Transporter's master list of Point(s) of Receipt related to Transporter's Pooling Areas and Pools as posted on Transporter's electronic bulletin board.

For each Point of Receipt, data posted shall include a description of the legal location, pressure information, the identity of the interconnected party and the measuring party, and such other data as Transporter may include from time to time. Transporter's master list of Point(s) of Receipt shall be updated from time to time in order to add or delete and/or modify data pertinent to Point(s) of Receipt, all as deemed appropriate by Transporter.

6. Term of Headstation Pooling Service: \_\_\_\_.

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (ii) contractual rights of first refusal and/or (iii) related termination provisions, as applicable.]

7. Notices, Statements and Bills

Invoices:

To Pooler: \_\_\_\_\_

Attn: \_\_\_\_\_

All Notices: \_\_\_\_\_

Attn: \_\_\_\_\_

To Transporter:  
See "Points of Contact" in this Tariff.

8. Effects on Prior Agreement(s):\_\_\_\_\_.

9. Governing Law: Transporter and Pooler expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:  
WYOMING INTERSTATE COMPANY, L.L.C.

\_\_\_\_\_  
\_\_\_\_\_  
Accepted and agreed to this  
\_\_\_\_ day of \_\_\_\_\_,

POOLER:

\_\_\_\_\_  
\_\_\_\_\_  
Accepted and agreed to this  
\_\_\_\_ day of \_\_\_\_\_,

EXHIBIT A  
to  
HEADSTATION POOLING SERVICE AGREEMENT  
RATE SCHEDULE HSP-1  
between

WYOMING INTERSTATE COMPANY, L.L.C.

and

---

(Pooler)

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

Pooling Area(s) (1)

Pool(s) (2)

Notes:

- (1) All Point(s) of Receipt within the designated Pooling Area, as posted on Transporter's electronic bulletin board, are eligible for service under this Agreement.
- (2) Only quantities nominated from the related Pooling Area may be delivered and aggregated at the designated Pool. Pooler is responsible for designating the Downstream Shipper(s) receiving Gas at the Pool.

FORM OF INTERRUPTIBLE PARKING AND LENDING SERVICE AGREEMENT  
APPLICABLE TO RATE SCHEDULE PAL

Agreement No. \_\_\_\_\_

INTERRUPTIBLE PARKING AND LENDING SERVICE AGREEMENT

RATE SCHEDULE PAL

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

\_\_\_\_\_  
(Shipper)

DATED: \_\_\_\_\_

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement)

FORM OF INTERRUPTIBLE PARKING AND LENDING SERVICE AGREEMENT APPLICABLE  
TO RATE SCHEDULE PAL

Agreement No. \_\_\_\_\_

Interruptible Parking and Lending Service Agreement

DATED: \_\_\_\_\_

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

1. Transporter: WYOMING INTERSTATE COMPANY, L.L.C.
2. Shipper: \_\_\_\_\_
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff, Third Revised Volume No. 2, as the same may be amended or superseded from time to time ("the Tariff"). This Agreement and the associated Park and Loan Service Request Order(s) ("PAL RO") in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement and the associated PAL RO(s) have the meanings given to them in the Tariff.
4. Changes in Rates and Terms. Transporter shall have the right to propose to the FERC such changes in its rates and terms of service as it deems necessary, and this Agreement and the associated PAL RO(s) shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. Parking and Lending Service: Upon execution of a PAL Agreement, execution of a PAL RO, and approval by Transporter, Transporter may:
  - (a) hold (Park) the quantity to be Parked for Shipper's account at the designated point(s) and on the date(s) as specified on the PAL RO upon approval from Transporter and withdraw such quantity at the same point(s) on the date(s) designated in the PAL RO.
  - (b) advance (Loan) quantities of Gas nominated by Shipper at a point(s) on the designated date(s) as specified by Shipper in a PAL RO and approved by Transporter. Upon Transporter's receipt of a PAL RO and approval of the transaction, Shipper shall pay back such advanced quantities on the designated date(s) at the same point(s) where the Loan occurred as set forth in a PAL RO.
6. Rates and Surcharges: As set forth in the PAL RO. Subject to the provisions of Rate Schedule PAL, quantities withdrawn or paid back on dates other than those shown on the PAL RO shall be assessed the maximum rate for Rate Schedule PAL as shown on the Statement of Rates, unless Shipper and Transporter have agreed otherwise, and provided however, that quantities withdrawn or paid back on other dates pursuant to the applicable provisions of Rate Schedule PAL shall be assessed the discounted rates described above, if applicable.

7. Term of Interruptible Parking and Lending Service shall be specified on the PAL RO.:\_\_\_\_\_ This Agreement shall continue in full force and effect Month to Month thereafter unless terminated by written notice from one Party to the other upon 30-Day written notice. (Use only when applicable.)
8. Contact Information:  
To Shipper: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Invoices:  
All Notices: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
To Transporter:  
See "Points of Contact" in the Tariff.
9. Effect on Prior Agreement(s): \_\_\_\_\_.
10. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.



IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

WYOMING INTERSTATE COMPANY, L.L.C.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Request Order No. \_\_\_\_\_

PARK AND LOAN SERVICE REQUEST ORDER ("PAL RO")  
 related to  
 RATE SCHEDULE PAL

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

\_\_\_\_\_  
 (Shipper)

DATED: \_\_\_\_\_

1. PAL Agreement No. \_\_\_\_\_ Type of Service: Park\_\_\_ Loan\_\_\_
2. Maximum PAL Quantity: \_\_\_\_\_ (Dth)
3. PAL Point(s): \_\_\_\_\_
4. Schedule:

Date(s) Service to be Provided (May Reflect a Range of Dates)		Daily PAL Quantity (Dth) (May Reflect a Range of Quantities)			
<u>From</u>	<u>Through</u>	<u>Park or Loan Payback</u>		<u>Loan or Park Withdrawal</u>	
		<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

5. Park and Loan Rates: Unless otherwise agreed by the Parties in this PAL RO, the Park and Loan Rates for service shall be Transporter's then effective maximum rates for service under Rate Schedule PAL or other superseding Rate Schedule, as such rates may be changed from time to time. Should a discount or negotiated rate apply pursuant to GT&C Section 4.14 or GT&C Section 4.15, respectively, such rate shall apply for only Parked or Loaned quantities withdrawn or paid back on the specified dates set forth above. Rates may vary based on quantity, time period, etc., as set forth in the PAL RO.

Initial Rate: Begin\_\_\_\_\_End\_\_\_\_\_  
Balance Rate: Begin\_\_\_\_\_End\_\_\_\_\_  
Completion Rate: Begin\_\_\_\_\_End\_\_\_\_\_

6. Negotiated Rate: Yes\_\_\_\_\_ No\_\_\_\_\_

7. Notices, Statements, and Bills:

To Shipper:\_\_\_\_\_

\_\_\_\_\_

Attn:\_\_\_\_\_

Invoices:\_\_\_\_\_

All Notices:\_\_\_\_\_

\_\_\_\_\_

Attn:\_\_\_\_\_

To Transporter: See "Points of Contact" in the Tariff

IN WITNESS WHEREOF, the Parties have executed this PAL RO. This PAL RO may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

WYOMING INTERSTATE  
COMPANY, L.L.C.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

FORM OF SERVICE AGREEMENT  
APPLICABLE TO RATE SCHEDULE FDBS

Agreement No. \_\_\_\_\_

FIRM DAILY BALANCING SERVICE AGREEMENT

RATE SCHEDULE FDBS

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

\_\_\_\_\_  
(Shipper)

DATED: \_\_\_\_\_

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, heading and font may vary from Pro Forma to Service Agreement)

FORM OF SERVICE AGREEMENT  
APPLICABLE TO RATE SCHEDULE FDBS  
(Continued)

Agreement No. \_\_\_\_\_

Firm Daily Balancing Service Agreement  
Rate Schedule FDBS  
Dated: \_\_\_\_\_

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

1. Transporter: WYOMING INTERSTATE COMPANY, L.L.C.
2. Shipper: \_\_\_\_\_
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time ("the Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. Changes in Rates and Terms: Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. Firm Daily Balancing Service: Firm service that provides for the daily balancing of flow variations between the daily scheduled quantities and the daily flowing gas quantities at the Qualified Point(s) of Delivery set forth on Exhibit A.

[Insert the applicable portions(s) of the following provisions when service involves the construction of facilities.

The parties recognize that Transporter must construct additional facilities in order to provide Firm Daily Balancing Service for Shipper under this Agreement. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits, and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.
- (iii) \_\_\_\_\_.]

6. Rates and Surcharges: As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff.
7. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
8. Negotiated Rate: Yes \_\_\_\_\_ No \_\_\_\_\_
9. Maximum Balancing Amount ("MBA"):

MBA

(Dth)

Effective

\_\_\_\_\_

\_\_\_\_\_

10. Term of Firm Daily Balancing Service: \_\_\_\_\_  
[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights of first refusal; (iv) interim capacity limitations; and/or (v) related termination provisions, as applicable.]
11. Notices, Statements, and Bills:  
To Shipper: \_\_\_\_\_  
Invoices: \_\_\_\_\_  
Attn: \_\_\_\_\_  
All Notices: \_\_\_\_\_  
Attn: \_\_\_\_\_  
  
To Transporter:  
See "Points of Contact" in this Tariff.
12. Effect on Prior Agreement(s): \_\_\_\_\_.
13. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

Transporter:

WYOMING INTERSTATE COMPANY, L.L.C.

\_\_\_\_\_

\_\_\_\_\_

Accepted and agreed to this  
\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

Shipper:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Accepted and agreed to this  
\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

EXHIBIT A  
to  
FIRM DAILY BALANCING SERVICE AGREEMENT  
RATE SCHEDULE FDBS

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

\_\_\_\_\_  
(Shipper)

Dated:\_\_\_\_\_

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

Shipper's Maximum Balancing Amount ("MBA"): (See ¶\_\_\_\_.)  
Primary Point(s) of Delivery (1)  
Primary Point(s) of Delivery Quantity (3)  
Aggregate Group (2)  
Effective Dates  
Aggregate Group Quantity  
Maximum Delivery Pressure (p.s.i.g.) (4)

Notes [Insert as applicable]:

- (1) Information regarding Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Aggregate Group designations are provided pursuant to Section 2.6 of Rate Schedule FDBS.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MBA.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.



EXHIBIT B  
to  
FIRM DAILY BALANCING SERVICE AGREEMENT  
RATE SCHEDULE FDBS

between

WYOMING INTERSTATE COMPANY, L.L.C.  
and

\_\_\_\_\_  
(Shipper)

Dated:\_\_\_\_\_

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

Primary Point(s) of Delivery  
Aggregate Group Quantity  
Effective Dates  
Reservation Rate (1)  
Commodity Rate (1)  
Surcharges (2)

Notes [Insert as applicable]:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FDBS or other superseding Rate Schedules, as such rates may be changed from time to time. Reservation rate(s) shall be payable regardless of quantities Banked or Drawn.

-and/or-

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

As provided in Section 4.14 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following discount rate(s)\_\_\_\_\_ (insert if applicable) which shall be payable regardless of quantities Banked or Drawn. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

-and/or-

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

As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s)\_\_\_\_\_ (insert if applicable) which shall be payable regardless of quantities Banked or Drawn.

(2) Surcharges, If Applicable:

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

## GRAPHICAL ILLUSTRATIONS

Section 1. Nomination Scheduling Timeline. All Times are Central Clock Time.

Time CCT	Day Ahead of Flow Effective Flow Time Start of Next Gas Day	Day of Flow
Midnight		
1:00 AM		
2:00 AM		
3:00 AM		
4:00 AM		
5:00 AM		
6:00 AM		
7:00 AM		
8:00 AM		
9:00 AM		Timely and Evening Effective Flow Time
10:15 AM		ID 1 Nominations Leave Control of SR
10:30 AM		ID 1 Nominations Received by Transporter; ID 1 Nomination Quick Response Issued by Transporter to SR
11:00 AM		
Noon		
12:30 PM		ID 1 Completed Confirmations Due to Transporter from Confirming Party
1:00 PM		ID 1 Scheduled Quantity Issued for SR and Point Operator by Transporter
1:15 PM	Timely Nominations Leave Control of Service Requester (SR)	
1:30 PM	Timely Nominations Received by Transporter; Timely Nomination Quick Response Issued by Transporter to SR	
2:00 PM		ID 1 Effective Flow Time
2:30 PM		
2:45 PM		ID 2 Nominations Leave Control of SR
3:00 PM		ID 2 Nominations Received by Transporter; ID 2 Nomination Quick Response Issued by Transporter to SR
4:00 PM		
4:30 PM	Timely Completed Confirmations Due to Transporter from Confirming Party	
5:00 PM	Timely Scheduled Quantity Received by SR and Point Operator from Transporter	ID 2 Completed Confirmations Due to Transporter from Confirming Party
5:30 PM		ID 2 Scheduled Quantity Issued for SR and Point Operator by Transporter
6:00 PM		ID 2 Effective Flow Time
6:15 PM	Evening Nominations Leave Control of SR	
6:30 PM	Evening Nominations Received by Transporter; Evening Nomination Quick Response Issued by Transporter to SR	
7:00 PM		
7:15 PM		ID 3 Nominations Leave Control of SR
7:30 PM		ID 3 Nominations Received by Transporter; ID 3 Nomination Quick Response Issued by Transporter to SR
8:00 PM		
8:30 PM	Evening Completed Confirmations Due to Transporter from Confirming Party	
9:00 PM	Evening Scheduled Quantity Issued for SR and Point Operator by Transporter	
9:30 PM		ID 3 Completed Confirmations Due to Transporter from Confirming Party
10:00 PM		ID 3 Scheduled Quantity Issued for SR and Point Operator by Transporter; ID 3 Effective Flow Time
11:00 PM		
11:59 PM		

## NON-CONFORMING AGREEMENTS

Section 1	Reserved
Section 2	Citadel Energy Marketing LLC #217275-FTWIC
Section 3	ONEOK Rockies Midstream, L.L.C. #220517-FTBWIC
Section 4	Reserved
Section 5	Anadarko Energy Services Company #41147
Section 6	Reserved
Section 7	Black Hills Service Company, LLC #215933-FTMWIC
Section 8	Mieco, Inc. #217273-FTWIC
Section 9	Reserved
Section 10	Reserved
Section 11	Spotlight Energy, LLC #217274-FTWIC
Section 12	Reserved
Section 13	Reserved
Section 14	Tenaska Marketing Ventures #217271-FTWIC
Section 15	Black Hills Service Company, LLC #213585-FDBSWIC
Section 16	Sequent Energy Management LLC #219208-FTWIC

Reserved

Reserved

Reserved



Agreement No. 217275-FTWIC

FIRM TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE FT

between

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

and

**CITADEL ENERGY MARKETING LLC**  
(Shipper)

DATED: October 26, 2022

Agreement No. 217275-FTWIC

**Transportation Service Agreement**  
Rate Schedule FT

DATED: October 26, 2022

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

1. **Transporter:** WYOMING INTERSTATE COMPANY, L.L.C.
2. **Shipper:** CITADEL ENERGY MARKETING LLC
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time ("the Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.
8. **Negotiated Rate:** Yes  X  No
9. **Maximum Delivery Quantity ("MDQ"):**

MDQ (Dth/Day)	Effective
25,000	April 1, 2023 - March 31, 2031

10. **Term of Firm Transportation Service:** Beginning: January 1, 2021  
Ending: March 31, 2031

Agreement No. 217275-FTWIC

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

**To Shipper:**

**Invoices:**

CITADEL ENERGY MARKETING LLC  
131 SOUTH DEARBORN STREET  
CHICAGO, IL 60603  
Attn: Cindi Doeschot

**All Notices:**

CITADEL ENERGY MARKETING LLC  
131 SOUTH DEARBORN STREET  
CHICAGO, IL 60603  
Attn: Cindi Doeschot

**To Transporter:**

See "Points of Contact" in this Tariff.

12. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on April 1, 2023: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 217275-FTWIC, originally dated April 8, 2020.
13. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

**Transporter:**

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

WILL W BROWN

VP-BUSINESS MGMT

Accepted and agreed to this

10 November  
\_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Shipper:**

**CITADEL ENERGY MARKETING LLC**

Brittany Duhamel

Accepted and agreed to this

10 November  
\_\_\_\_\_ day of \_\_\_\_\_, 2022.

Agreement No. 217275-FTWIC

**EXHIBIT A**  
to  
**FIRM TRANSPORTATION SERVICE AGREEMENT**  
**RATE SCHEDULE FT**  
between  
**WYOMING INTERSTATE COMPANY, L.L.C.**  
and  
**CITADEL ENERGY MARKETING LLC**  
(Shipper)

DATED: October 26, 2022

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

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
800104 WIC/CIG (BOW) BOWIE WELD	25,000	1000

  

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
941002 DEOPL/RUBY (TPZ) TOPAZ RIDGE RECEIP	25,000	720

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's FL&U Percentage. Shipper shall be responsible for providing such FL&U Percentage at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this Agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.

Ex. A-1

Agreement No. 217275-FTWIC

**EXHIBIT B**  
to  
**FIRM TRANSPORTATION SERVICE AGREEMENT**  
**RATE SCHEDULE FT**  
between  
**WYOMING INTERSTATE COMPANY, L.L.C.**  
and  
**CITADEL ENERGY MARKETING LLC**  
(Shipper)

DATED: October 26, 2022

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1) (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&amp;U Percentage (4)</i>	<i>Surcharges</i>
As Listed on Exhibit A	As Listed on Exhibit A	(See ¶9)	(1a)	(1)	(1)	(2)	(3)

  

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>FL&amp;U Percentage (4)</i>	<i>Surcharges</i>
All	All	(See ¶9)	(1)	(1)	(2)	(3)

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (1a) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s): \$1.6008 per Dth per month plus \$1.62000 per Dth per month (or a total of \$3.2208 per Dth per month) not subject to any maximum or minimum rates and which shall be payable regardless of quantities transported. Further, notwithstanding footnote 4 below, a Third Party Charge for reservation charges related to the Primary Points associated with the off-system capacity held on MountainWest Overthrust Pipeline LLC will not be charged to Shipper pursuant to Section 4.5 of the General Terms and Conditions of the Tariff. For purposes of clarity only, all other Third Party Charges shall be assessed in accordance with footnote 4 below and Section 4.5 of the General Terms & Conditions of the Tariff.
- (2) Applicable FL&U Percentage(s) shall be as stated in Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) **Surcharges, If Applicable:**
- All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

**ACA:**

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

- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.5 of the General Terms and Conditions of the Tariff.

Ex. B-1

Agreement No. 220517-FTBWIC

FIRM TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE FT

between

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

and

**ONEOK ROCKIES MIDSTREAM, L.L.C.**  
(Shipper)

DATED: January 26, 2023

Agreement No. 220517-FTBWIC

**Transportation Service Agreement**

Rate Schedule FT

DATED: January 26, 2023

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: ONEOK ROCKIES MIDSTREAM, L.L.C.**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time ("the Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.

The parties recognize that Transporter must lease capacity in order to provide Transportation Service for Shipper under this Agreement. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the leased capacity, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations in form and substance satisfactory to Transporter in its sole discretion.
  - (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.



Agreement No. 220517-FTBWIC

7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.
8. **Negotiated Rate:** Yes   X   No
9. **Maximum Delivery Quantity ("MDQ"):**

MDQ (Dth/Day)	Effective
92,000	The In-Service Date ("ISD") of the leased capacity which occurs upon the completion of the Big Horn Receipt Point through Ten (10) years and One (1) month following the ISD

10. **Term of Firm Transportation Service:** Beginning: The ISD of the leased capacity  
Ending: Ten (10) years and One (1) month following the ISD

Shipper may request to extend the term of this Agreement by advance written notice to Transporter no less than twenty-four (24) months prior to the last day of the initial term or any extension period, which notice shall include the proposed term of the extension. WIC shall submit the request to the lessors of the leased capacity. If lessors both do not notify WIC in writing that they agree to the proposed extension within thirty (30) days following the date of receipt of Transporter's written notice to lessors, the request shall be deemed denied, and this Agreement shall terminate in accordance with the initial term or any extension period, subject to FERC approval of any such termination.

11. **Partial Month Rates:** (following ISD). If the date (i) the leased capacity described above is effective and (ii) Transporter is authorized to place the leased capacity into service (the "In-Service Date" or "ISD") occurs on any date other than the first Day of a Month, then Shipper shall pay Transporter a prorated share of the negotiated rates described in Exhibit B based on the number of Days in the Month on and after the date that follows the In-Service Date divided by the total number of Days in the Month. Transporter shall use commercially reasonable efforts to keep Shipper informed of the anticipated In-Service Date.

12. *Notices, Statements, and Bills:*

**To Shipper:**

**Invoices:**

ONEOK ROCKIES MIDSTREAM, L.L.C.  
100 W. Fifth Street, Suite 1600  
Tulsa, OK 74103  
Attn: NGGP Scheduling

**All Notices:**

ONEOK ROCKIES MIDSTREAM, L.L.C.  
100 W. Fifth Street, Suite 1600  
Tulsa, OK 74103  
Attn: NGGP Scheduling

**To Transporter:**

See "Points of Contact" in this Tariff.

13. *Effect on Prior Agreement(s):* N/A.

14. **Creditworthiness.** Shipper must satisfy the creditworthiness requirements contained in Transporter's Tariff for amounts to be owed for service on the Medicine Bow Lateral. For amounts to be owed for service on the new incremental lateral (leased capacity), Shipper must either satisfy the "Minimum Credit Rating Standards" or the "Alternative Credit Support". The Alternative Credit Support is an amount equal to three (3) months of the rates set forth on Exhibit B associated with the new incremental lateral ("Credit Support Amount") provided in the form of: (a) guaranty in a form and from a guarantor reasonably acceptable to Transporter in its sole discretion; (b) an irrevocable standby letter of credit, in a form acceptable to Transporter from a U.S. banking institution or foreign banking institution with a branch office physically located in the United States, in each case having assets of at least US\$10 billion and a senior unsecured debt rating or issuer rating of A- or better from S&P and A3 or better from Moody's; or (c) prepayments. Minimum Credit Rating Standards means a senior unsecured debt rating of BBB- or better by Standard & Poor's Corporation or a successor ("S&P") or a senior unsecured debt rating of Baa3 or better by Moody's Investor Service or a successor ("Moody's") (in the event of a split rating between S&P and Moody's, the lower rating will be used); provided, however, if such senior unsecured debt rating is BBB- by S&P or Baa3 by Moody's, the short-term and long-term credit outlooks must not be negative. Alternative Credit Support provided by Shipper pursuant to this Section 14 shall continue in effect until: Shipper satisfies the Minimum Credit Rating Standards; the execution of a credit agreement to replace this provision; or the termination of this Agreement.

Agreement No. 220517-FTBWIC

15. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

**Transporter:**

**Shipper:**

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

**ONEOK ROCKIES MIDSTREAM, L.L.C.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_ day of \_\_\_\_\_, 2023.

Agreement No. 220517-FTBWIC

**EXHIBIT A**  
 to  
**FIRM TRANSPORTATION SERVICE AGREEMENT**  
**RATE SCHEDULE FT**  
 between  
**WYOMING INTERSTATE COMPANY, L.L.C.**  
 and  
**ONEOK ROCKIES MIDSTREAM, L.L.C.**  
 (Shipper)

DATED: January 26, 2023

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

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
TBD WBI/BGG (TBD) BAKKEN	92,000	The MAOP of Transporter's Facilities at this Point

  

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
800716 WIC/CPG (TDC) THUNDER CHIEF METER	92,000 (less applicable WIC Medicine Bow FL&U)	920

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's FL&U Percentage. Shipper shall be responsible for providing such FL&U Percentage at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this Agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.

Agreement No. 220517-FTBWIC

**EXHIBIT B**  
 to  
 FIRM TRANSPORTATION SERVICE AGREEMENT  
 RATE SCHEDULE FT  
 between  
**WYOMING INTERSTATE COMPANY, L.L.C.**  
 and  
**ONEOK ROCKIES MIDSTREAM, L.L.C.**  
 (Shipper)

DATED: January 26, 2023

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1)(4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&amp;U Percentage (4)</i>	<i>Surcharges</i>
As Listed on Exhibit A	As Listed on Exhibit A	(See ¶9)	(1a)	(1)	(1)	(2)	(3)

  

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&amp;U Percentage (4)</i>	<i>Surcharges</i>
TBD WBI/BGG (TBD) BAKKEN	All WIC Medicine Bow Delivery Points	(See ¶9)	(1a)	(1)	(1)	(2)	(3)

**Notes:**

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (1a) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s): \$6.0833 per Dth per month for the Bakken Incremental Reservation Rate plus Transporter's maximum rates for service under Rate Schedule FT - Medicine Bow Incremental Rates or other superseding Rate Schedules not subject to any maximum or minimum reservation rates. Reservation rates shall be payable regardless of quantities transported.
- (2) Applicable FL&U Percentage(s) shall be as stated in Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

Agreement No. 220517-FTBWIC

**EXHIBIT B (CONTINUED)**

**(3) Surcharges, If Applicable:**

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

**ACA:**

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

- (4)** Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.5 of the General Terms and Conditions of the Tariff.

Reserved

Reserved



Reserved

Contract No. 41147000A

Firm Transportation Service Agreement  
Rate Schedule FT

between

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

and

**Anadarko Energy Services Company**

Dated: **June 1, 2007**, amended and restated as of: **January 1, 2011**

Contract No. 41147000A

## Firm Transportation Service Agreement Rate Schedule FT

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

1. **Transporter or WIC: Wyoming Interstate Company, L.L.C.**
2. **Shipper: Anadarko Energy Services Company**
3. **Regulatory Authority:** All service performed under this Agreement shall be performed pursuant to 18 CFR 284.221 authority, unless Shipper elects service to be performed pursuant to 18 CFR 284.101 (Section 311) authority. In that event, Transporter shall only accept, and Shipper shall only make, Nominations for service to be performed pursuant to 18 CFR 284.101 (Section 311) in accordance with the regulations governing the provisions of such service, and after Transporter has received an "on behalf of" letter acceptable to Transporter.
4. **Applicable Tariff:** Transporter's FERC Gas Tariff Second Revised Volume No. 2, as the same may be amended or superseded from time to time ("the Tariff").
5. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC such changes in its rates, rate design, and terms of service as it deems necessary, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
6. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
7. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit "A." Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit "A."
8. **Negotiated Rate Agreement:** Yes.
9. **Rates and Surcharges:** As set forth in Exhibit "B." Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff.
10. **Maximum Delivery Quantity (MDQ):**

MDQ (Dth/d)	Effective
400,000	01/01/2011 – 12/31/2022

11. **Term of Agreement:**

Beginning:	December 1, 2007
Ending:	December 31, 2022

Contract No. 41147000A

12. *Notices, Statements, and Bills:*

**To Shipper:**

**Invoices for Transportation:**

Anadarko Energy Services Company  
1099 18<sup>th</sup> Street, Suite 1200  
Denver, Colorado 80202-1955  
Attention: Accounting Supervisor, Operational Accounting

**All Notices:**

Anadarko Energy Services Company  
1099 18<sup>th</sup> Street, Suite 1200  
Denver, Colorado 80202-1955  
Attention: Regional Manager, Natural Gas Marketing

**To Transporter:**

See "Points of Contact" in this Tariff.

13. *Effect on prior Agreement:* When this Agreement becomes effective, it shall amend and restate the following agreement between the Parties: The Firm Transportation Service Agreement between Transporter and Shipper dated June 1, 2007, referred to as Transporter's Agreement No. 41147000.

14. *Adjustments to General Terms and Conditions:* Shipper agrees to maintain creditworthiness equivalent to 12 months of demand charges.

15. *Incorporation by Reference:* This Agreement in all respects shall be subject to the provisions of Rate Schedule FT and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time (and as they may be amended pursuant to Section 14 of this Agreement).

16. *Most Favored Nations:* If, during the term of this Agreement, another shipper receives a negotiated or discounted rate and fuel charge for equivalent service (e.g., firm service, service from the same or generally equivalent Point(s) of Receipt to the same or generally equivalent Point(s) of Delivery) with a minimum term equal to or shorter than the term of the Shipper's agreement and a negotiated or discounted rate and fuel charge which is lower than the negotiated rate and fuel charge of the Shipper, then the Shipper's negotiated rate and fuel charge shall be reduced to equal that of such other shipper for the term of the rate of such other shipper.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**Transporter:**

**Shipper:**

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

**ANADARKO ENERGY SERVICES COMPANY**

By: \_\_\_\_\_  
Thomas L. Price  
Vice President

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Accepted and agreed to this  
\_\_\_\_\_ day of \_\_\_\_\_.

Title: \_\_\_\_\_  
Accepted and agreed to this  
\_\_\_\_\_ day of \_\_\_\_\_.

Contract No. 41147000A

## Exhibit "A"

Firm Transportation Service Agreement  
between  
**Wyoming Interstate Company, L.L.C.**  
and  
**Anadarko Energy Services Company**

Dated: **June 1, 2007**, amended and restated as of: **January 1, 2011**

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

<i>Primary Point(s) of Receipt (Note 1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (Note 2)</i>	<i>Maximum Receipt Pressure (p.s.i.g.)</i>
Golden Dome (GLD)	01/01/11 – 12/31/22	400,000	1,480

  

<i>Primary Point(s) of Delivery (Note 1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (Note 3)</i>	<i>Maximum Delivery Pressure (p.s.i.g.)</i>
Kanda Lateral to WIC Junction (KJT)	01/01/11 – 12/31/22	400,000	1,000

### NOTES:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring parties, and interconnecting parties shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's FL&U Percentage. Shipper shall be responsible for providing such FL&U Percentage at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this Agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.

Contract No. 41147000A

**Exhibit "B"**  
**Firm Transportation Service Agreement**  
 between  
**Wyoming Interstate Company, L.L.C.**  
 and  
**Anadarko Energy Services Company**

Dated: **June 1, 2007**, amended and restated as of: **January 1, 2011**

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Volume (Dth/day)</i>	<i>R<sub>1</sub> Reservation Rate(s) Per Dth/Month (Note 1)</i>	<i>Commodity Rate(s) (Note 1)</i>	<i>Term of Rate</i>	<i>FL&amp;U Percentage</i>	<i>Surcharges</i>
"Golden Dome (GLD)	Kanda Lateral to WIC Junction (KJT)	400,000	\$3.9238	\$0.00 (Note 2)	01/01/11-12/31/22	(Note 5)	(Note 6)

  

<i>Secondary Point(s) of Receipt</i>	<i>Secondary Point(s) of Delivery</i>	<i>R<sub>1</sub> Reservation Rate(s)</i>	<i>Commodity Rate(s)</i>	<i>Term of Rate</i>	<i>FL&amp;U Percentage</i>	<i>Surcharges</i>
All Kanda Lateral points of receipt	All Kanda Lateral points of delivery	(Note 3)	(Note 3)	01/01/11 – 12/31/22	(Note 5)	(Note 6)
All other points of receipt	All other points of delivery	(Note 4)	(Note 4)	01/01/11 – 12/31/22	(Note 5)	(Note 6)

**NOTES:**

- (1) Rates do not include ACA, FL&U, or other authorized surcharges, if any.
- (2) Unless otherwise required by the FERC, the negotiated rate commodity charge shall be \$0.00/Dth. In the event a negotiated rate commodity charge is required, the commodity charge shall be set at the minimum permissible level and the associated negotiated reservation rate shall be reduced by an equivalent amount.
- (3) Unless otherwise agreed by the Parties in writing, the rates for service hereunder shall be the negotiated rate set forth above. All entitlement, or quantities scheduled by Transporter, to be Delivered from Point(s) of Receipt on the Powder River, Medicine Bow, Echo Springs or Piceance Laterals, shall be subject to the appropriate Incremental Reservation Rate.
- (4) Unless otherwise agreed by the Parties in writing, the rates for service hereunder shall be the negotiated rate set forth above. All entitlement or quantities scheduled by Transporter on Transporter's mainline or on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Quantities scheduled by Transporter from/to Secondary or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as posted on Transporter's EBB.
- (5) FL&U Percentage(s) shall be as stated on Transporter's Schedule of Rates to be Charged in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (6) Surcharges, If Applicable:  
 All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Schedule of Surcharges and Fees in the Tariff, as such surcharges may be changed from time to time.

**ACA:**

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

Reserved

Reserved



Reserved

FIRM TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE FT

between

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

and

**BLACK HILLS SERVICE COMPANY, LLC**  
(Shipper)

DATED: May 20, 2019

**Transportation Service Agreement**  
Rate Schedule FT

DATED: May 20, 2019

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

1. **Transporter:** WYOMING INTERSTATE COMPANY, L.L.C.
2. **Shipper:** BLACK HILLS SERVICE COMPANY, LLC
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time ("the Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.

The parties recognize that Transporter must construct additional facilities in order to provide Transportation Service for Shipper under this Agreement. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.
  - (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.
  - (iii) Construction of a new delivery meter station ("Taft" Meter Station) to connect with Black Hills Gas Distribution, LLC near Douglas, WY (the "Project Facilities")
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.

**Recovery for Carbon Tax and Greenhouse Gas Costs.** Shipper agrees that, subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, Transporter shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by Transporter attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (i) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on Transporter, and/or (ii) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets that Transporter incurs to comply with any greenhouse gas laws, rules or regulations. If (i) Transporter is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through Transporter's FERC-approved recourse rates, then Shipper will agree to modify the negotiated reservation rate under this Firm Transportation Service Agreement by the amount of Transporter's maximum reservation rate under Rate Schedule FT that is attributable to such Greenhouse Gas Emissions costs.

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

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

MDQ (Dth/Day)	Effective
60,000	See ¶10

10. ***Term of Firm Transportation Service:*** Beginning: The later of the In-Service Date of the Project Facilities; or (ii) December 1, 2019 ("Commencement Date")  
 Ending: Twenty (20) years following the Commencement Date.

**Partial Month Service (following In-Service Date).** If the date (i) the Project Facilities described above are completed and ready for service and (ii) Transporter is authorized to place expansion capacity into service (the "In-Service Date") is any date other than the first day of a month, then Shipper shall pay a pro-rated share of the monthly Reservation Rate based on the number of days in the Month and the remaining number of days in the Month following a date that is three (3) days after the date the Facilities are ready for service. Transporter shall use commercially reasonable efforts to keep Shipper informed of the anticipated In-Service Date.

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.10 of the General Terms and Conditions of the Tariff.

Agreement No. 215933-FTMWIC

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

**To Shipper:**

**Invoices:**

BLACK HILLS SERVICE COMPANY, LLC  
1102 E. FIRST STREET  
PAPILLION, NE 68046-7641  
Attn: Shipper Services

**All Notices:**

BLACK HILLS SERVICE COMPANY, LLC  
1102 E. FIRST STREET  
PAPILLION, NE 68046-7641

**To Transporter:**

See "Points of Contact" in this Tariff.

12. **Effect on Prior Agreement(s):** N/A.

13. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

**Transporter:**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Shipper:**

**BLACK HILLS SERVICE COMPANY, LLC**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2019.

Agreement No. 215933-FTMWIC

**EXHIBIT A**  
to  
**FIRM TRANSPORTATION SERVICE AGREEMENT**  
**RATE SCHEDULE FT**  
between  
**WYOMING INTERSTATE COMPANY, L.L.C.**  
and  
**BLACK HILLS SERVICE COMPANY, LLC**  
(Shipper)

DATED: May 20, 2019

Shipper's Maximum Delivery Quantity ("MDQ"): (See ¶9.)  
Effective Dates: (See ¶10)

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
896031 (MBW) Medicine Bow	60,000	1015

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
54065 Taft Meter Station	60,000	Line Pressure of Transporter's Facilities

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's FL&U Percentage. Shipper shall be responsible for providing such FL&U Percentage at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this Agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.

Agreement No. 215933-FTMWIC

**EXHIBIT B**  
 to  
**FIRM TRANSPORTATION SERVICE AGREEMENT**  
**RATE SCHEDULE FT**  
 between  
**WYOMING INTERSTATE COMPANY, L.L.C.**  
 and  
**BLACK HILLS SERVICE COMPANY, LLC**  
 (Shipper)

DATED: May 20, 2019

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1)(4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&amp;U Percentage (4)</i>	<i>Surcharges</i>
As Listed on Exhibit A	As Listed on Exhibit A	(See ¶10)	(1a)	(1)	(1)	(2)	(3)

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1)(4)</i>	<i>Commodity Rate (4)</i>	<i>FL&amp;U Percentage (4)</i>	<i>Surcharges</i>
896031 (MBW) Medicine Bow 892022 (AMS) Antelope 896060 (CTW) Cottonwood 896029 (TCR) Thunder Creek 800882 (MHP) Medicine Bow Headstation	54065 Taft Meter Station	(See ¶10)	(1a)	(1)	(2)	(3)
All	All	(See ¶10)	(1)	(1)	(2)	(3)

**Notes:**

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (1a) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$0.9125 per Dth per month which shall be payable regardless of quantities transported.
- (2) Applicable FL&U Percentage(s) shall be as stated in Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) **Surcharges, If Applicable:**  
 All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.  
**ACA:**  
 The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions as set forth in the Tariff.
- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.5 of the General Terms and Conditions of the Tariff.

Agreement No. 217273-FTWIC

FIRM TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE FT

between

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

and

**MIECO LLC**  
(Shipper)

DATED: September 22, 2021



Agreement No. 217273-FTWIC

**Transportation Service Agreement**  
Rate Schedule FT

DATED: September 22, 2021

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

1. **Transporter:** WYOMING INTERSTATE COMPANY, L.L.C.
2. **Shipper:** MIECO LLC
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time ("the Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.
8. **Negotiated Rate:** Yes ☒ No ☐
9. **Maximum Delivery Quantity ("MDQ"):**

MDQ (Dth/Day)	Effective
2,800	April 1, 2022 – March 31, 2027

10. **Term of Firm Transportation Service:** Beginning: January 1, 2021  
Ending: March 31, 2027

Agreement No. 217273-FTWIC

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

**To Shipper:**

**Invoices:**

MIECO LLC  
301 E OCEAN BLVD  
STE 1100  
LONG BEACH, CA 90802  
Attn: Accounts Payable

**All Notices:**

MIECO LLC  
301 E OCEAN BLVD  
STE 1100  
LONG BEACH, CA 90802  
Attn: Contract Administration

**To Transporter:**

See "Points of Contact" in this Tariff.

12. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on April 1, 2022: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 217273-FTWIC, originally dated April 8, 2020.
13. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

**Transporter:**

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

WILL W BROWN

VP-BUSINESS MGMT

Accepted and agreed to this

6                      October  
\_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Shipper:**

**MIECO LLC**

PAM HAWKINS

MANAGER

Accepted and agreed to this

6                      October  
\_\_\_\_\_ day of \_\_\_\_\_, 2021.

Agreement No. 217273-FTWIC

**EXHIBIT A**  
to  
FIRM TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE FT  
between  
**WYOMING INTERSTATE COMPANY, L.L.C.**  
and  
**MIECO LLC**  
(Shipper)

DATED: September 22, 2021

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

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
800104 - WIC/CIG (BOW) BOWIE WELD	2,800	1000

  

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
941002 - DEOPL/RUBY (TPZ) TOPAZ RIDGE RECEIP	2,800	720

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's FL&U Percentage. Shipper shall be responsible for providing such FL&U Percentage at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this Agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.

Ex. A-1

Agreement No. 217273-FTWIC

**EXHIBIT B**  
to  
**FIRM TRANSPORTATION SERVICE AGREEMENT**  
**RATE SCHEDULE FT**  
between  
**WYOMING INTERSTATE COMPANY, L.L.C.**  
and  
**MICO LLC**  
(Shipper)

DATED: September 22, 2021

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1)(4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&amp;U Percentage (4)</i>	<i>Surcharges</i>
As Listed on Exhibit A	As Listed on Exhibit A	(See ¶9)	(1a)	(1)	(1)	(2)	(3)

  

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&amp;U Percentage (4)</i>	<i>Surcharges</i>
All	All	(See ¶9)	(1)	(1)	(1)	(2)	(3)

**Notes:**

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (1a) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s): \$2.4115 per Dth per month plus \$1.62000 per Dth per month (or a total of \$4.0315 per Dth per month) not subject to any maximum or minimum rates and which shall be payable regardless of quantities transported. Further, notwithstanding footnote 4 below, a Third Party Charge for reservation charges related to the Primary Points associated with the off-system capacity held on Dominion Energy Overthrust Pipeline LLC will not be charged to Shipper pursuant to Section 4.5 of the General Terms and Conditions of the Tariff. For purposes of clarity only, all other Third Party Charges shall be assessed in accordance with footnote 4 below and Section 4.5 of the General Terms & Conditions of the Tariff.
- (2) Applicable FL&U Percentage(s) shall be as stated in Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) **Surcharges, If Applicable:**
- All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

**ACA:**

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

- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.5 of the General Terms and Conditions of the Tariff.

Ex. B-1

Reserved

Reserved

Reserved



Reserved

Reserved

Reserved

Reserved

FIRM TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE FT

between

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

and

**SPOTLIGHT ENERGY, LLC**  
(Shipper)

DATED: March 1, 2023

Agreement No. 217274-FTWIC

Transportation Service Agreement  
Rate Schedule FT

DATED: March 1, 2023

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

1. **Transporter:** WYOMING INTERSTATE COMPANY, L.L.C.
2. **Shipper:** SPOTLIGHT ENERGY, LLC
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time ("the Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.
8. **Negotiated Rate:** Yes \_\_\_\_\_ No   X
9. **Maximum Delivery Quantity ("MDQ"):**

MDQ (Dth/Day)	Effective
20,000	April 1, 2024 - March 31, 2029

10. **Term of Firm Transportation Service:** Beginning: January 1, 2021  
Ending: March 31, 2029

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

**To Shipper:**

**Invoices:**

SPOTLIGHT ENERGY, LLC  
950 Echo Lane, Suite 125  
Houston, TX 77024  
Attn: Jacob Field

### All Notices:

SPOTLIGHT ENERGY, LLC  
950 Echo Lane, Suite 125  
Houston, TX 77024  
Attn: Jacob Field

**To Transporter:**

See "Points of Contact" in this Tariff.

12. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on April 1, 2024: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 217274-FTWIC, originally dated on April 8, 2020.
13. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

**Transporter:**

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

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Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Shipper:**

**SPOTLIGHT ENERGY, LLC**

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Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2023.

Agreement No. 217274-FTWIC

**EXHIBIT A**  
to  
**FIRM TRANSPORTATION SERVICE AGREEMENT**  
**RATE SCHEDULE FT**  
between  
**WYOMING INTERSTATE COMPANY, L.L.C.**  
and  
**SPOTLIGHT ENERGY, LLC**  
(Shipper)

DATED: March 1, 2023

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

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
800104 (BOW) BOWIE WELD	20,000	1000

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
941002 (TPZ) TOPAZ RIDGE	20,000	720

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's FL&U Percentage. Shipper shall be responsible for providing such FL&U Percentage at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this Agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.

Ex. A-1



Agreement No. 217274-FTWIC

**EXHIBIT B**  
 to  
**FIRM TRANSPORTATION SERVICE AGREEMENT**  
**RATE SCHEDULE FT**  
 between  
**WYOMING INTERSTATE COMPANY, L.L.C.**  
 and  
**SPOTLIGHT ENERGY, LLC**  
 (Shipper)

DATED: March 1, 2023

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&amp;U Percentage (4)</i>	<i>Surcharges</i>
As Listed on Exhibit A	As Listed on Exhibit A	(See ¶9)	(1)	(1)	(1)	(2)	(3)

  

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&amp;U Percentage (4)</i>	<i>Surcharges</i>
All	All	(See ¶9)	(1)	(1)	(1)	(2)	(3)

**Notes:**

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.
  - (2) Applicable FL&U Percentage(s) shall be as stated in Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
  - (3) **Surcharges, If Applicable:**  
  
 All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.
- ACA:**
- The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions as set forth in the Tariff.
- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.5 of the General Terms and Conditions of the Tariff. For purposes of clarity only, the rate underlying the reservation charges included in Third Party Charges for the Primary Points associated with the off-system capacity held on Dominion Energy Overthrust Pipeline LLC ("Overthrust") acquired by Transporter on behalf of Shipper is Overthrust's Maximum Tariff Rate and therefore shall be the basis of those specific additional charges under Section 4.5 of the General Terms and Conditions of the Tariff.

Ex. B-1

Reserved

Reserved

Reserved

Reserved

Reserved

Reserved

FIRM TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE FT

between

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

and

**TENASKA MARKETING VENTURES**  
(Shipper)

DATED: September 28, 2021



Agreement No. 217271-FTWIC

**Transportation Service Agreement**  
**Rate Schedule FT**

DATED: September 28, 2021

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

1. **Transporter:** WYOMING INTERSTATE COMPANY, L.L.C.
2. **Shipper:** TENASKA MARKETING VENTURES
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time ("the Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.
8. **Negotiated Rate:** Yes \_\_\_\_\_ No   X
9. **Maximum Delivery Quantity ("MDQ"):**

MDQ (Dth/Day)	Effective
2,800	April 1, 2022 – March 31, 2027

10. **Term of Firm Transportation Service:** Beginning: January 1, 2021  
 Ending: March 31, 2027

Agreement No. 217271-FTWIC

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

**To Shipper:**

**Invoices:**

TENASKA MARKETING VENTURES  
14302 FNB PARKWAY  
OMAHA, NE 68154  
Attn: Accounts Payable

**All Notices:**

TENASKA MARKETING VENTURES  
14302 FNB PARKWAY  
OMAHA, NE 68154  
Attn: Contract Administration

**To Transporter:**

See "Points of Contact" in this Tariff.

12. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on April 1, 2022: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 217271-FTWIC, originally dated April 8, 2020.
13. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

**Transporter:**

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

TIMOTHY C DORPINGHAUS

DIRECTOR-COMMERCIAL

Accepted and agreed to this

28 October

\_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Shipper:**

**TENASKA MARKETING VENTURES**

RAFAEL PACHECO

SUPERVISOR

Accepted and agreed to this

19 October

\_\_\_\_\_ day of \_\_\_\_\_, 2021.

Agreement No. 217271-FTWIC

**EXHIBIT A**  
to  
**FIRM TRANSPORTATION SERVICE AGREEMENT**  
**RATE SCHEDULE FT**  
between  
**WYOMING INTERSTATE COMPANY, L.L.C.**  
and  
**TENASKA MARKETING VENTURES**  
(Shipper)

DATED: September 28, 2021

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

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
800104 (BOW) BOWIE WELD	2,800	1000

  

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
941002 (TPZ) TOPAZ RIDGE	2,800	720

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's FL&U Percentage. Shipper shall be responsible for providing such FL&U Percentage at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this Agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.

Ex. A-1

Agreement No. 217271-FTWIC

**EXHIBIT B**  
to  
**FIRM TRANSPORTATION SERVICE AGREEMENT**  
**RATE SCHEDULE FT**  
between  
**WYOMING INTERSTATE COMPANY, L.L.C.**  
and  
**TENASKA MARKETING VENTURES**  
(Shipper)

DATED: September 28, 2021

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&amp;U Percentage (4)</i>	<i>Surcharges</i>
As Listed on Exhibit A	As Listed on Exhibit A	(See ¶9)	(1)	(1)	(1)	(2)	(3)

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<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&amp;U Percentage (4)</i>	<i>Surcharges</i>
All	All	(See ¶9)	(1)	(1)	(1)	(2)	(3)

**Notes:**

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.
  - (2) Applicable FL&U Percentage(s) shall be as stated in Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
  - (3) **Surcharges, If Applicable:**  
  
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.
- ACA:**
- The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions as set forth in the Tariff.
- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.5 of the General Terms and Conditions of the Tariff. For purposes of clarity only, the rate underlying the reservation charges included in Third Party Charges for the Primary Points associated with the off-system capacity held on Dominion Energy Overthrust Pipeline LLC ("Overthrust") acquired by Transporter on behalf of Shipper is Overthrust's Maximum Tariff Rate and therefore shall be the basis of those specific additional charges under Section 4.5 of the General Terms and Conditions of the Tariff.

Ex. B-1

FIRM DAILY BALANCING SERVICE AGREEMENT  
RATE SCHEDULE FDBS

between

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

and

**BLACK HILLS SERVICE COMPANY, LLC**  
(Shipper)

DATED: May 1, 2019

**Firm Daily Balancing Service Agreement**  
Rate Schedule FDBS

DATED: May 1, 2019

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

1. **Transporter:** WYOMING INTERSTATE COMPANY, L.L.C.
2. **Shipper:** BLACK HILLS SERVICE COMPANY, LLC
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time ("the Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Firm Daily Balancing Service:** Firm service that provides for the daily balancing of flow variations between the daily scheduled quantities and the daily flowing gas quantities at the Qualified Point(s) of Delivery set forth on Exhibit A.

The parties recognize that Transporter must construct additional facilities in order to provide Firm Daily Balancing Service for Shipper under this Agreement. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities. As well as the receipt by Transporter of all other necessary regulatory approvals, permits, and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.
  - (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.
  - (iii) The construction of facilities including a mainline valve with back pressure assembly on Line 29B of WIC's Medicine Bow Lateral at Spearpoint meter station in Weld County, CO.
  - (iv) The successful acquisition of the additional Firm Daily Balancing Service capacity by Shipper in an Open Season conducted by Transporter.
6. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff.
  7. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

Agreement No. 213585-FDBSWIC

8. **Negotiated Rate:** Yes X No \_\_\_\_\_

9. **Maximum Balancing Amount ("MBA"):**

<b>MBA (Dth)</b>	<b>Effective</b>
20,000	July 1, 2019 through the day before the Commencement Date (as defined in ¶10)
31,850	Commencement Date through January 31, 2033
11,850	February 1, 2033 through the Expiration Date (as defined in ¶10)

10. **Term of Firm Daily Balancing Service:** Beginning: February 1, 2018  
Ending: Fifteen (15) years following the  
Commencement Date ("Expiration Date")

For purposes of this Agreement, the Commencement Date shall be the later of August 1, 2019 or the date the additional facilities identified in Paragraph 5 are completed and ready for service.

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.10 of the General Terms and Conditions of the Tariff.

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

**To Shipper:**

**Invoices:**

Black Hills Service Company, LLC  
P.O. Box 1400  
Rapid City, SD 57709-1400  
Attn: Gas Accounting

**All Notices:**

Black Hills Service Company, LLC  
1102 East 1<sup>st</sup> Street  
Papillion, NE 68046  
Attn: Jody Chittenden, Contract Administration

**To Transporter:**

See "Points of Contact" in this Tariff.

12. **Effect on Prior Agreement(s):** When this Agreement becomes effective, and the conditions to the obligations of Transporter described in Paragraph 5, above, have been satisfied, it shall amend and restate the following agreement between the Parties: The Firm Daily Balancing Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 213585-FDBSWIC, dated October 23, 2017.

Agreement No. 213585-FDBSWIC

13. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
14. **Conditions to Obligations of Shipper:** The obligations of Shipper hereunder are subject to Transporter completing the installation of the additional facilities described in Paragraph 5(iii) above on or before December 31, 2019, which condition is solely for the benefit of Shipper and only Shipper shall have the right to waive such condition. Shipper shall enter into good faith negotiations with Transporter to determine any possible remedies prior to exercising its rights under this Paragraph 14.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

**Transporter:**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Shipper:**

**BLACK HILLS SERVICE COMPANY, LLC**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2019.



Agreement No. 213585-FDBSWIC

**EXHIBIT A**  
to  
**FIRM DAILY BALANCING SERVICE AGREEMENT**  
**RATE SCHEDULE FDBS**

between  
**WYOMING INTERSTATE COMPANY, L.L.C.**  
and  
**BLACK HILLS SERVICE COMPANY, LLC**  
(Shipper)

Dated: May 1, 2019

Shipper's Maximum Balancing Amount ("MBA"): (See ¶9.)  
Effective Dates: (See ¶9)

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (3)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
<b>49778 CLFP/WIC OTTO-JACK DELIVERY AGGREGATE GROUP (2)</b>		850
49167 CLFP/WIC HAPPY JACK DELIVERY		850
49168 CLFP/WIC OTTO ROAD DELIVERY		850
<b>AGGREGATE GROUP QUANTITY (Dth )</b>	See ¶9	

Notes:

- (1) Information regarding Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Aggregate Group designations are provided pursuant to Section 2.6 of Rate Schedule FDBS.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MBA.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.

Ex. A-1

Agreement No. 213585-FDBSWIC

**EXHIBIT B**  
 to  
**FIRM DAILY BALANCING SERVICE AGREEMENT**  
**RATE SCHEDULE FDBS**

between  
**WYOMING INTERSTATE COMPANY, L.L.C.**  
 and  
**BLACK HILLS SERVICE COMPANY, LLC**  
 (Shipper)

Dated: May 1, 2019

<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1)</i>	<i>Commodity Rate (1)</i>	<i>Surcharges</i>
As listed on Exhibit A	See ¶9	(1a)	(1d)	(2)
As listed on Exhibit A	On that date described in ¶9, when Shipper's MBA increases to 31,850 Dth	(1b)	(1d)	(2)
As listed on Exhibit A	On that date described in ¶9 when Shipper's MBA decreases to 11,850 Dth	(1c)	(1d)	(2)

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FDBS or other superseding Rate Schedules, as such rates may be changed from time to time. Reservation rate(s) shall be payable regardless of quantities Banked or Drawn.
- (1a) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$1.6729 per Dth per Month, which shall be payable regardless of quantities Banked or Drawn. If, during the term of this Agreement, FERC approves the recovery by Transporter of the cost of any carbon emissions tax or other greenhouse gas assessment that is incurred by Transporter, but that recovery is only permitted through Transporter's FERC-approved recourse rates, then the negotiated fixed monthly reservation rate applicable to Shipper will be increased by the amount of Transporter's maximum reservation rate under Rate Schedule FDBS that is attributable to such costs.
- (1b) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$2.4036 per Dth per Month, which shall be payable regardless of quantities Banked or Drawn. If, during the term of this Agreement, FERC approves the recovery by Transporter of the cost of any carbon emissions tax or other greenhouse gas assessment that is incurred by Transporter, but that recovery is only permitted through Transporter's FERC-approved recourse rates,

then the negotiated fixed monthly reservation rate applicable to Shipper will be increased by the amount of Transporter's maximum reservation rate under Rate Schedule FDBS that is attributable to such costs.

(1c) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$3.6369 per Dth per Month, which shall be payable regardless of quantities Banked or Drawn. If, during the term of this Agreement, FERC approves the recovery by Transporter of the cost of any carbon emissions tax or other greenhouse gas assessment that is incurred by Transporter, but that recovery is only permitted through Transporter's FERC-approved recourse rates, then the negotiated fixed monthly reservation rate applicable to Shipper will be increased by the amount of Transporter's maximum reservation rate under Rate Schedule FDBS that is attributable to such costs.

(1d) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$0.0000 per Dth.

(2) **Surcharges, If Applicable:**

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

Ex. B-1

FIRM TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE FT

between

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

and

**SEQUENT ENERGY MANAGEMENT LLC**  
(Shipper)

DATED: March 25, 2022

**Transportation Service Agreement**  
**Rate Schedule FT**

DATED: March 25, 2022

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: SEQUENT ENERGY MANAGEMENT LLC**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time ("the Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.
8. **Negotiated Rate:** Yes \_\_\_\_\_ No   X
9. **Maximum Delivery Quantity ("MDQ"):**

MDQ (Dth/Day)	Effective
25,000	April 1, 2022 - March 31, 2026

10. **Term of Firm Transportation Service:** Beginning: April 1, 2022  
 Ending: March 31, 2026

Agreement No. 219208-FTWIC

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

**To Shipper:**

**Invoices:**

SEQUENT ENERGY MANAGEMENT LLC  
1200 SMITH STREET, SUITE 900  
HOUSTON, TX 77002  
Attn: Accounts Payable

**All Notices:**

SEQUENT ENERGY MANAGEMENT LLC  
1200 SMITH STREET, SUITE 900  
HOUSTON, TX 77002  
Attn: Contract Administration

**To Transporter:**

See "Points of Contact" in this Tariff.

12. **Effect on Prior Agreement(s):** N/A.

13. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

**Transporter:**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Shipper:**

**SEQUENT ENERGY MANAGEMENT LLC**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

Agreement No. 219208-FTWIC

**EXHIBIT A**  
to  
FIRM TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE FT  
between  
**WYOMING INTERSTATE COMPANY, L.L.C.**  
and  
**SEQUENT ENERGY MANAGEMENT LLC**  
(Shipper)

DATED: March 25, 2022

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

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
800245 WIC/CIG (FLY) FLYING HAWK WELD	25,000	1,000

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
941002 DEOPL/RUBY (TPZ) TOPAZ RIDGE RECEIP	25,000	720

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's FL&U Percentage. Shipper shall be responsible for providing such FL&U Percentage at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this Agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.

Ex. A-1

Agreement No. 219208-FTWIC

**EXHIBIT B**  
 to  
**FIRM TRANSPORTATION SERVICE AGREEMENT**  
**RATE SCHEDULE FT**  
 between  
**WYOMING INTERSTATE COMPANY, L.L.C.**  
 and  
**SEQUENT ENERGY MANAGEMENT LLC**  
 (Shipper)

DATED: March 25, 2022

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&amp;U Percentage (4)</i>	<i>Surcharges</i>
As Listed on Exhibit A	As Listed on Exhibit A	(See ¶9)	(1)	(1)	(1)	(2)	(3)

  

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&amp;U Percentage (4)</i>	<i>Surcharges</i>
All	All	(See ¶9)	(1)	(1)	(1)	(2)	(3)

**Notes:**

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (2) Applicable FL&U Percentage(s) shall be as stated in Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) **Surcharges, If Applicable:**

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

**ACA:**

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

- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.5 of the General Terms and Conditions of the Tariff. For purposes of clarity only, the rate underlying the reservation charges included in Third Party Charges for the Primary Points associated with the off-system capacity held on Dominion Energy Overthrust Pipeline LLC ("Overthrust") acquired by Transporter on behalf of Shipper is Overthrust's Maximum Tariff Rate and therefore shall be the basis of those specific additional charges under Section 4.5 of the General Terms and Conditions of the Tariff.

Ex. B-1



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<b>Section 3.2.</b>	<b>Version 9.0.0</b>	<b>November 3, 2023</b>
<b>Section 3.3.</b>	<b>Version 3.0.0</b>	<b>March 1, 2015</b>
<b>Section 3.4.</b>	<b>Version 2.0.0</b>	<b>March 1, 2015</b>
<b>Section 3.5.</b>	<b>Version 1.0.0</b>	<b>December 1, 2022</b>
<b>Section 4.</b>	<b>Version 5.0.0</b>	<b>March 1, 2015</b>
<b>Section 4.1.</b>	<b>Version 18.0.0</b>	<b>November 3, 2023</b>

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<b>Section 4.3. Version 2.0.0 March 1, 2013</b>
<b>Section 4.4. Version 7.0.0 November 3, 2023</b>
<b>Section 4.5. Version 6.0.0 June 1, 2016</b>
<b>Section 4.6. Version 8.0.0 April 1, 2016</b>
<b>Section 4.7. Version 1.0.0 January 10, 2011</b>
<b>Section 4.8. Version 5.0.0 December 1, 2017</b>
<b>Section 4.9. Version 8.0.0 April 1, 2016</b>
<b>Section 4.10. Version 5.0.0 April 1, 2016</b>
<b>Section 4.11. Version 5.0.0 December 1, 2017</b>
<b>Section 4.12. Version 6.0.0 July 1, 2019</b>
<b>Section 4.13. Version 13.0.0 November 1, 2023</b>
<b>Section 4.14. Version 2.0.0 December 1, 2017</b>
<b>Section 4.15. Version 2.0.0 October 1, 2013</b>
<b>Section 4.16. Version 4.0.0 December 1, 2017</b>
<b>Section 4.17. Version 2.0.0 October 1, 2013</b>
<b>Section 4.18. Version 1.0.0 January 10, 2011</b>
<b>Section 4.19. Version 1.0.0 January 10, 2011</b>
<b>Section 4.20. Version 6.0.0 March 1, 2015</b>
<b>Section 4.21. Version 1.0.0 January 10, 2011</b>
<b>Section 4.22. Version 8.0.0 June 1, 2022</b>
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<b>Section 4.24. Version 1.0.0 January 10, 2011</b>
<b>Section 4.25. Version 1.0.0 January 10, 2011</b>
<b>Section 4.26. Version 2.0.0 May 25, 2013</b>
<b>Section 4.27. Version 2.0.0 June 1, 2014</b>
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<b>Section 5.1. Version 4.0.0 March 1, 2015</b>
<b>Section 5.2. Version 4.0.0 March 1, 2015</b>
<b>Section 5.3. Version 4.0.0 March 1, 2015</b>
<b>Section 5.4. Version 2.0.0 March 1, 2015</b>
<b>Section 5.5. Version 0.0.0 December 1, 2017</b>
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