

**Kanda Junction to Topaz Ridge
Open Season Notice of Available Firm Capacity on Wyoming Interstate Company, L.L.C.
(Transporter)**

Bid Deadline – 2:00 PM MT, July 29, 2020

Portable Document Format (.pdf) file of Open Season:
WIC: <https://pipeline2.kindermorgan.com/PortalWeb/PortalDocs.aspx?code=WIC&parent=1600>

Transporter is conducting a binding Open Season for capacity as outlined below.

Rate Schedule:	FT
Volume / Maximum Delivery Quantity ("MDQ"):	37,857
Primary Receipt Point(s):	Kanda Junction (800348)
Primary Delivery Point(s):	Topaz Ridge (941002)

<p>Secondary Receipt / Delivery Point(s):</p>	<p>The capacity offered in this Open Season will include the right to utilize the following points on a secondary basis at the same contracted rate:</p> <p><u>Secondary Receipt Locations:</u></p> <p>Baxter to WIC (800116) Bitter Creek (800115) Flying Hawk (800245) Lost Creek (896043) Overthrust/WIC (800528) Rawlins to WIC (800666) Red Rim (800633) Wamsutter to WIC (800760) Wapiti (896017) Creston (896054) Dullknife (896002) Curley (800184) Thunder Chief (800716) Dover (800212) Bowie (800104) Piceance Junction (800561) Kanda Junction (800348)</p> <p><u>Secondary Delivery Locations:</u></p> <p>Bowie (800104) Bitter Creek (800115) Dover (800212) Dullknife (896002) Flying Hawk (800245) Little Wolf (896018) Overthrust/WIC (800528) Owl Creek (896026) Rawlins to WIC (800666) Rockport (896021) Sitting Bull (896084) Thunder Chief (800716)</p> <p>The capacity offered in this Open Season will include the right to utilize the following points on the Piceance Lateral on a secondary basis at the same contracted Mainline Reservation Rate and a discounted Piceance Basin Incremental Reservation Rate of \$0.06 Dth/day:</p> <p><u>Piceance Lateral Secondary Receipt Locations:</u></p> <p>Yellow Jacket (896061) Trappers Lake (800722)</p>
<p>Parties that are interested in capacity at and from other primary receipt points or at and to other primary delivery points, or for other periods, should contact their service representatives or any of the individuals listed below.</p>	
<p>Recommended Term:</p>	<p>Transporter recommends that bids have a proposed term starting on September 1, 2020 for one year or longer.</p>
<p>Open Season Start:</p>	<p>2:00 PM MT, July 14, 2020</p>
<p>Open Season End:</p>	<p>2:00 PM MT, July 29, 2020</p>
<p>Award Notification:</p>	<p>2:00 PM MT, Aug 5, 2020</p>

Bid Sheet:	<p>To bid, complete the attached bid sheet and email it to KMWestBids@KinderMorgan.com. Transporter reserves the right to reject any bid which fails to comport with the provisions of this open season</p> <p>NOTE: Transporter will rely upon the time an emailed bid is received to determine whether a bid is timely. Bids that are received after the end date and time listed above (as determined by the time stamp on Transporter's email inbox) will be considered invalid bids and will not be eligible for an award of capacity in this Open Season. Transporter recommends that bids be submitted well in advance of the closing time listed above to minimize the risk that any email delay could cause a bid to be excluded from consideration.</p>
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General Open Season Description and Bidding Requirements:

The capacity offered in this Open Season is available and utilizes off-system capacity (as the term "off-system" is used in Section 4.5 of the General Terms Conditions (GT&C) of Transporter's FERC Gas Tariff (Tariff)) on the Dominion Energy Overthrust Pipeline, LLC system ("Overthrust") in conjunction with Transporter's Mainline capacity. Additionally, the existing agreement for the Overthrust capacity terminates July 31, 2021. Therefore, Transporter reserves the right to not award any capacity in this Open Season if it is unable to acquire sufficient off-system capacity on Overthrust at rates, and under terms and conditions of service that are acceptable to Transporter, in its sole discretion.

Bids submitted in this Open Season must include the bidding party's name, the Open Season Name ("Kanda Junction to Topaz Ridge"), quantity, term, and rate.

By submitting a bid, the bidding party certifies that:

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

Bids submitted in this Open Season will constitute a binding irrevocable offer by the bidding party to contract for capacity. The award of the capacity in this open season will be an acceptance of the offer and the parties shall be contractually bound at that time.

The bid rate must be presented as: (a) discounted reservation rate per Dth/month for the Transporter's Mainline or (b) Transporter's maximum reservation tariff rate (Mainline).

As just noted, this Open Season will consider bids in the form of a discounted reservation rate or the maximum tariff reservation rate for the Transporter's Mainline. Because this Open Season offers a primary delivery point on the Overthrust off-system capacity (also referred to herein as "Overthrust capacity") and, therefore involves Third Party Charges, it may be helpful to discuss in more detail the reservation charges and Third Party Charges associated with a maximum reservation rate bid or a discounted reservation rate bid being considered in this Open Season. A bid of the maximum tariff reservation rate or a discounted rate offers the bid rate for firm transportation from the primary receipt point on the Transporter's Mainline to the primary delivery point on Transporter's Overthrust capacity. In addition to the Transporter's Mainline reservation rate charges, Third Party Charges (see below for a brief description of those charges) associated with the Overthrust off-system capacity also apply as essentially pass-through charges pursuant to Section 4.5 of the GT&C of the Tariff. These charges include the actual reservation charges Transporter pays Overthrust under the firm transportation agreement for firm off-system capacity to and including at the primary delivery point. Thus, bids submitted would result in payments for charges associated with the primary points that include: 1) the bid at the discount or the maximum recourse rate and is applicable to Transporter's Mainline (the current maximum is \$2.4115/Dth Monthly Reservation Rate); and 2) the actual Third Party Charges for the monthly reservation charges associated with the relevant Overthrust primary firm off-system capacity. The actual rate for that Overthrust capacity is currently \$1.71125/Dth/Month through July 31, 2021. The actual

rate after that date would be dependent on the terms agreed upon by Transporter and Dominion Energy Overthrust Pipeline, LLC. Transporter will not agree to a rate higher than the applicable maximum reservation rate that is currently \$1.6200/Dth. See below and Section 4.5 of the GT&C for a discussion of all Third Party Charges to be assessed. Use of secondary points may result in additional charges associated with Mainline reservation rates and Third Party Charges.

There will be no contractual right of first refusal (ROFR) offered with this capacity. In regards to regulatory ROFR and per Section 4.10(f) of the GT&C of the Tariff, Shipper may not elect to extend the term of its agreement beyond the term of Transporter's agreement for the relevant Overthrust off-system capacity.

In addition to the bid rate, each bidding party shall be subject to the applicable maximum commodity rate and maximum commodity surcharges, all other maximum rates, charges and surcharges, including ACA, Fuel and L&U, and any other authorized surcharges assessed under the applicable Rate Schedule of Transporter's FERC Gas Tariff as may change from time to time. This includes incremental lateral charges and any third party charges resulting from the use of capacity that Transporter may hold on other pipelines, including but not limited to the Third Party Charges for Overthrust capacity held by Transporter specifically discussed earlier. Successful bidders, therefore, are subject to the reservation charge, the usage charge, Fuel and L&U and all other charges Transporter is obligated to actually pay for the relevant Overthrust capacity.

Transporter reserves the right to reject bids stated as the dollar equivalent of the current maximum recourse rate, bids that are incomplete, contain offers of varying rates within the term, contain additional or modified terms or are inconsistent with the provisions of Transporter's FERC Gas Tariff or this open season. Transporter will not consider negotiated rate bids in this Open Season. Although Transporter will consider bids that have less than the maximum rate that are subject to the maximum and minimum rates (i.e., discounted rates), it nevertheless reserves the right to reject them. Transporter also reserves the right to reject bids that do not reflect the same quantity for the duration of the term.

Transporter also reserves the right to seek clarification of bids that have what appears to be an obvious error. Any clarification by bidders must be provided in writing and within the time requested by Transporter. Such clarifications shall be incorporated as part of the binding bid submitted by the bidder.

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

Creditworthiness Requirements:

The successful bidder(s) must satisfy the creditworthiness requirements of Transporter's FERC Gas Tariff. Bidders that fail to satisfy such creditworthiness requirements within a reasonable time will have their capacity award withdrawn. Transporter will treat the financial statements provided by bidders as confidential.

Execution of Firm Transportation Service Agreements (FTSA):

Each successful bidder and Transporter shall enter into and execute an FTSA reflecting the terms of its bid as awarded by Transporter. All successful bidders shall execute and return the FTSA within the earlier of the day before the first day of the term of firm transportation service in the bid as awarded by Transporter or twenty (20) business days following the day Transporter tenders the FTSA to the bidder ("Execution Date"). If a successful bidder fails to fully execute and return

the FTSA on or before the Execution Date, then Transporter reserves the right to seek any and all permitted remedies as a result of the successful bidder's failure to execute the FTSA. The FTSA will be in the form contained in Transporter's FERC Gas Tariff. Transporter and any successful bidder may mutually agree to enter into and execute more than one FTSA that together reflect all the terms of the successful bid as awarded by Transporter.

Evaluation Criteria:

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

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

The PV for each month will be calculated as follows:

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

Where:

R = the monthly reservation bid rate

Q = the monthly bid quantity

i = the monthly discount rate of 0.2858% (which is the annual discount rate of 3.43% divided by 12).

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

Contact Information:

Questions concerning this Open Season should be directed to:

Randy Barton	(719) 520-4667
Cory Chalack	(719) 520-3769
Thania Delgado	(719) 520-4482
John Driscoll	(719) 520-4471
Mark Iverson	(719) 520-4587
Robin Janes	(719) 667-7555
Damon McEnaney	(719) 520-4472
Evelyn Spencer	(719) 520-4753

**Open Season Bid Sheet
(See next page)**

**Open Season Binding Bid Sheet
Kanda Junction to Topaz Ridge**

Email Bid To: KMWestBids@KinderMorgan.com

A. Shipper Information:

Legal Name of Bidder: _____

Name of Requesting Party: _____

Title of Requesting Party: _____

DUNS Number: _____

Phone: _____

B. Capacity Bid:

Rate Schedule (e.g., FT): _____

Requested Term Start Date: _____

Requested Term End Date: _____

Maximum Delivery Quantity: _____ Dth/day

Will you accept a pro rata allocation of capacity if necessary? Yes No

C. Reservation Rate:

Bid Rate (express as a monthly rate per Dth or maximum reservation rate): _____

Maximum Recourse Rate

Discounted Rate

In addition to the bid rate, successful bidders will be subject to the applicable maximum commodity rate and maximum commodity surcharges, all other maximum rates, charges and surcharges, including ACA, Fuel and L&U, and any other authorized surcharges assessed under the applicable Rate Schedule of Transporter's FERC Gas Tariff as may change from time to time. This includes incremental lateral charges and any Third Party Charges resulting from the use of capacity that Transporter may hold on other pipelines, including but not limited to the Third Party Charges for the relevant Overthrust capacity held by Transporter specifically discussed in the Open Season. Successful bidders, therefore, are subject to the reservation charge, the usage charge, Fuel and L&U and all other charges Transporter is obligated to actually pay for the relevant Overthrust capacity.

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