

# Rate Schedules

## **RATE SCHEDULE FTS FIRM TRANSPORTATION SERVICE**

### **1. AVAILABILITY**

This Rate Schedule FTS is available to any entity (hereinafter called Shipper) which: (a) submits to Trailblazer Pipeline Company LLC (hereinafter called "Transporter") a valid request as defined in Section 3 hereof which Transporter has firm Capacity available on all affected portions of its System and the firm operational capability to satisfy; and (b) executes a Firm Transportation Service Agreement (FTS Agreement) with Transporter applicable to service under this Rate Schedule FTS. The form of FTS Agreement is contained in this Tariff. There is no limitation on the number of FTS Agreements any one Shipper may have.

### **2. APPLICABILITY AND CHARACTER OF SERVICE**

2.1 The transportation service provided under this Rate Schedule FTS shall be performed under Part 284 of the Commission's Regulations. This Rate Schedule FTS shall apply to all gas transported by Transporter for Shipper pursuant to an FTS Agreement.

2.2 Service hereunder shall be provided on a firm basis. However, service may be interrupted for any of the reasons set out in this Tariff. Transporter shall have the right to waive any one or more specific defaults by any Shipper if such default will not affect the integrity of Transporter's System or the quality of service and on a basis which is not unduly discriminatory, provided that such waiver is not inconsistent with any applicable Commission Regulations or orders, and provided also that any waiver given to a Shipper by Transporter shall be made available to all Shippers during the time period when it is in effect. No such waiver shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or different character.

2.3 Service hereunder shall consist of the acceptance by Transporter of natural gas tendered by Shipper for transportation at Receipt Points specified in or applicable to the FTS Agreement, the transportation of that natural gas through Transporter's pipeline System, and the delivery of that natural gas by Transporter to Shipper or for Shipper's account at the Delivery Points specified in or applicable to the FTS Agreement. Transporter shall not be required to accept any gas tendered in excess of the Maximum Daily Quantity (MDQ) specified in the FTS Agreement for each Receipt Point or Delivery Point or for the aggregate of all Primary Receipt Points or Delivery Points. Service hereunder shall not encompass gathering services, transportation through the facilities of any third party, processing, or transportation to processing facilities unless the FTS Agreement so specifies.

2.4 Shipper shall only tender gas for transportation under this Rate Schedule to the extent such service would qualify under the applicable statutes, regulations and Commission orders. For transportation to be provided under Subpart B of Part 284 of

the Commission's Regulations, Shipper shall provide to Transporter certification including sufficient information in order for Transporter to verify that the service qualifies under Subpart B of Part 284 of the Regulations. Where required by the Commission's Regulations, Shipper shall cause the intrastate pipeline or local distribution company on whose behalf the service will be provided to submit the necessary certification prior to tendering gas for transportation.

- 2.5 Allocation of Capacity, curtailment and priorities of service for the purposes of scheduling and curtailment are all governed by the General Terms and Conditions of this Tariff.
- 2.6 Shipper may release Capacity dedicated to service hereunder pursuant to Transporter's Capacity Release Program to the extent permitted by, and subject to the terms and conditions contained in, the General Terms and Conditions of this Tariff.

### 3. VALID REQUESTS

- 3.1 A request for service under this Rate Schedule FTS shall be valid as of the date received if it complies with this Section and contains adequate information on all of the items specified in Section 3.2, subject to any necessary verification of such information and to the following:
  - (a) A request shall not be valid and Transporter shall not be required to grant any such request: (1) for which adequate Capacity is not available on any portion of Transporter's System necessary to provide such service; (2) as to which Transporter does not have the operational capability to effect receipt, transportation and/or delivery on a firm basis consistent with the terms and conditions of this Rate Schedule FTS; (3) which would require the construction, modification, expansion, or acquisition of any facilities; provided, however, that Transporter may agree in its reasonable discretion to construct, modify, expand, or acquire facilities to enable it to perform such services; (4) unless and until Shipper has provided Transporter with the information required in Section 3.2 hereof; (5) if Transporter determines, based on the credit analysis referenced in Section 3.2(f), that Shipper does not possess sufficient financial stability to make it reasonably likely the service provided hereunder will be paid for on a timely basis; (6) if the service requested would not comply with this Rate Schedule FTS; or (7) if the service requested is at less than the applicable maximum rate; provided, however, that Transporter may agree to provide service hereunder at a discount consistent with this Rate Schedule FTS. Nothing herein is intended to govern the curtailment of service once a request for service has been granted pursuant to this Section and while an FTS Agreement is in effect. Such curtailment is governed by the General Terms and Conditions of this Tariff.

- (b) Capacity awards shall be made as provided in Section 3 of the General Terms and Conditions of this Tariff. Transporter shall promptly notify Shipper if it cannot satisfy an otherwise valid request, in whole or in part, due to lack of Capacity or System capability or if the request is incomplete or does not comply with this Rate Schedule FTS. Any request shall be null and void unless it is substantially complete and complies with this Rate Schedule FTS. In the event a request is substantially but not entirely complete, Transporter shall inform Shipper in writing of the specific items needed to complete the FTS Agreement, consistent with this Section 3 and with Section 3 of the General Terms and Conditions of this Tariff.
- (c) Transporter shall tender an FTS Agreement to Shipper for execution when Shipper's request for service is accepted. Unless waived by Transporter, a request for service shall be invalid if Shipper fails to execute an FTS Agreement hereunder within ten (10) days after an FTS Agreement has been tendered by Transporter for execution.

3.2 Requests for service hereunder shall be deemed valid only after the information specified in this Section is provided by Shipper to Transporter via Transporter's Interactive Website, an Intercontinental Exchange electronic message, or in writing to:

Trailblazer Pipeline Company LLC  
Commercial Operations  
370 Van Gordon Street  
Lakewood, CO 80228  
E-mail: TEP@tallgrassenergyllp.com

The information required for a valid request shall be as follows:

(a) **GAS QUANTITIES**

The request shall specify in Dth the aggregate MDQ and the MDQ for each primary point, exclusive of applicable Fuel Reimbursement quantities pursuant to Section 38 of the General Terms and Conditions of this Tariff; provided, however, that Transporter shall not be obligated to accept requests for an aggregate MDQ of less than one hundred (100) Dth per day.

(b) **RECEIPT POINT(S)**

The request shall specify the primary point(s) at which Shipper desires Transporter to receive gas.

(c) DELIVERY POINT(S)

The request shall specify the primary point(s) at which Shipper desires Transporter to deliver gas.

(d) LIMITATION OF POINTS

- (1) A Shipper may request any number of Primary Receipt and Primary Delivery Points so long as the summation of MDQs at all Primary Receipt Points and at all Primary Delivery Points equals the aggregate MDQ.
- (2) The availability to Shipper of secondary Receipt and Delivery Points, and the related priorities and quantities, are governed by the General Terms and Conditions.

(e) TERM OF SERVICE

The request shall specify:

- (1) The date service is requested to commence; and
- (2) The date service is requested to terminate.

(f) CREDIT

Acceptance of a request is contingent upon a satisfactory credit appraisal by Transporter in accordance with the General Terms and Conditions of this Tariff.

(g) COMPLIANCE WITH FTS TARIFF

Submission of a request for service hereunder shall be deemed agreement by Shipper that it will abide by the terms and conditions of this Rate Schedule FTS, including the applicable General Terms and Conditions.

(h) COMMISSION-REQUIRED FILING INFORMATION

The following information is to be provided at the time a request for service hereunder is submitted, if available, or when an initial nomination for service under an executed FTS Agreement is submitted, and when any subsequent changes occur:

- (1) Affiliation of the Shipper with Transporter; and

- (2) The identity of the Shipper, including whether it is a local distribution company, an interstate pipeline company, an intrastate pipeline company, an end user, a producer, or a marketer.

#### 4. TERM

- (a) The term of service hereunder shall be set forth in the FTS Agreement between Shipper and Transporter.
- (b) The General Terms and Conditions of this Tariff shall govern the applicability of, and the terms and conditions relating to, rollovers and the right of first refusal vis a vis an FTS Agreement. Upon termination of any FTS Agreement, and subject to any such rollover or right of first refusal, service by Transporter to Shipper thereunder shall be terminated and automatically abandoned.
- (c) Transporter may terminate any FTS Agreement if Transporter is required by the FERC or some other agency or court to provide firm service for others utilizing the System Capacity or capability required for service under such FTS Agreement or if Transporter ceases (after receipt of any requisite regulatory authorization) to offer service of the type covered by the FTS Agreement. Transporter's ability to terminate any FTS Agreement under this provision is intended to ensure that the contract term does not extend beyond the regulatory authority to provide the service and that the contract is consistent with the regulatory authority to provide the service.

#### 5. RATE

- 5.1 (a) Shipper shall pay Transporter each Month under this Rate Schedule FTS a two-part rate consisting of: (a) a Reservation Charge, based on Shipper's MDQ, which consists of the Base Monthly Reservation Cost; and (b) a Commodity Charge for each Dth of gas delivered to Shipper or for Shipper's account.
- (b) Where a Shipper has agreed to pay a Negotiated Rate or a rate under a Negotiated Rate Formula, the rates assessed hereunder shall be governed by Section 35 of the General Terms and Conditions of this Tariff. A request for service at a Negotiated Rate or a rate under a Negotiated Rate Formula shall specify the Negotiated Rate or Negotiated Rate Formula on which the Shipper is willing to agree.
- 5.2 Shipper shall reimburse Transporter for applicable Fuel, Lost and Unaccounted For quantities and Electric Power Costs required in transporting gas hereunder as

provided by Section 38 and 40 of the General Terms and Conditions of this Tariff and at the maximum rate stated on the currently effective applicable rate Section, unless otherwise negotiated pursuant to Section 35 of the General Terms and Conditions of this Tariff.

- 5.3 (a) Shipper shall reimburse Transporter within five (5) days after costs have been incurred by Transporter for all fees required by the FERC or any regulatory body including, but not limited to, filing, reporting, and application fees to the extent such fees are specifically related to service for that Shipper hereunder and are not generally applicable fees (such as general rate case filing fees).
- (b) If Transporter constructs, acquires or modifies any facilities to perform service hereunder, then as specified in an agreement between the parties either:
- (1) Shipper shall reimburse Transporter for the cost of such facilities or facility modifications as described in the General Terms and Conditions of this Tariff; or
- (2) Transporter shall assess a monthly charge reflecting such facility costs.
- 5.4 The ACA charge will be assessed, when applicable, as provided in the General Terms and Conditions of this Tariff, on quantities delivered to Shipper by Transporter under this Rate Schedule FTS.
- 5.5 (a) Transporter shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in: (1) the rates and charges applicable under this Rate Schedule FTS, including both the level and design of such rates and charges; or (2) the terms and conditions of this Rate Schedule FTS. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure that its provisions are just and reasonable.
- (b) If, at any time and from time to time, the FERC or any other governmental authority having jurisdiction in the premises allows or permits Transporter to collect, or to negotiate to collect, a higher rate for the service hereunder, the rate shall, subject to any contrary provision of the FTS Agreement or a separate discount agreement, be increased to the highest such rate. Should additional documentation be required in order for Transporter to collect such highest rate, Shipper shall execute or provide such documentation within fifteen (15) days after a written request by Transporter. If, at any time and from time to time, the FERC or any other governmental authority having jurisdiction in the premises requires Transporter to charge a lower rate for

transportation service hereunder, the rate shall be decreased to such reduced rate.

- 5.6 Transporter may from time to time and at any time, upon twenty-four (24) hours' verbal or written notice, subject to any provisions on discounting in the FTS Agreement or in a separate discount agreement, charge any individual Shipper for service under this Rate Schedule FTS a rate which is lower than the applicable maximum rate set forth in this Tariff; provided, however, that such rate may not be less than the applicable minimum rate for service under Rate Schedule FTS set forth in this Tariff. Transporter will confirm any verbal notice of the applicable charge in writing. Such notification shall specifically state the effective date of such rate change and the quantity of gas so affected. Unless otherwise agreed in the FTS Agreement or in a separate discount agreement, Transporter may at any time further change such rate (subject to any restrictions as to maximum or minimum rates set out in this Tariff, the FTS Agreement and/or any discount agreement) upon twenty-four (24) hours' verbal notice to Shipper, which notice shall be confirmed in writing. Such notification shall specifically state the effective date of such rate change and the quantity of gas so affected. Transporter shall file with the Commission any and all reports as required by the Commission's Regulations with respect to the institution or discontinuance of any discount.
- 5.7 All revenues collected by Transporter as a result of providing service under Rate Schedule FTS shall be retained by Transporter unless Transporter has otherwise explicitly agreed on a different disposition of such amounts.

6. NOMINATIONS, SCHEDULING CHARGES AND IMBALANCES

- (a) Shipper shall provide Transporter with daily nominations of receipts and deliveries by Receipt and Delivery Point in accordance with the General Terms and Conditions of this Tariff. It shall be Shipper's responsibility to cause gas to be delivered to Transporter at Receipt Point(s), and to cause gas to be taken from Transporter at Delivery Point(s), in accordance with the information supplied to Trailblazer.
- (b) It shall be Shipper's responsibility to keep receipts and deliveries in balance. Transporter may curtail service hereunder to the extent necessary to bring receipts and deliveries into balance. Any imbalance between actual receipts and actual deliveries shall be eliminated by cashout on a monthly basis in accordance with the General Terms and Conditions of this Tariff.

7. RECEIPT AND DELIVERY POINTS AND UPSTREAM AND DOWNSTREAM ARRANGEMENTS

- (a) The Primary Receipt Points for gas tendered to Transporter for transportation hereunder and the Primary Delivery Points for gas delivered by Transporter to Shipper (or to a third party on behalf of Shipper) hereunder shall be



specified in the FTS Agreement. For each individual Primary Receipt and Delivery Point, and for the aggregate of all such points, Transporter's maximum obligation to accept and deliver gas on a firm basis shall be specified in Dth in the FTS Agreement. The sum of the MDQs for Primary Receipt Points and the sum of the MDQs for Primary Delivery Points shall not exceed the aggregate MDQ. Shipper may utilize any and all points as secondary Receipt or Delivery Points as specified in the General Terms and Conditions of this Tariff.

- (b) Conditions of delivery at Receipt and Delivery Points are set out in the General Terms and Conditions of this Tariff.
- (c) Shipper shall make all necessary arrangements with other parties: (1) at or upstream of the Receipt Point(s) where gas is tendered to Transporter hereunder; and (2) at or downstream of the Delivery Point(s) where Transporter delivers gas hereunder to or for the account of Shipper. Such arrangements must be consistent with this Rate Schedule FTS and must be coordinated with Transporter.
- (d) Shipper may use Secondary REX Receipt Point(s) and/or Secondary REX Delivery Point(s) provided such nomination results in a West-to-East flow path that overlaps with a portion of the Primary Leased Capacity.

## 8. OVERRUN SERVICE

Upon request of Shipper, Transporter may (but is not obligated to) receive, transport, and deliver on any Day quantities of natural gas in excess of Shipper's MDQ under the FTS Agreement when, in Transporter's reasonable judgment, the Capacity and operating capability of its System will permit such receipt, transportation and delivery without impairing the ability of Transporter to meet its other obligations. In granting requests for overrun service, Transporter shall act in a manner consistent with the overrun service priorities set out in the General Terms and Conditions of this Tariff. Shipper shall pay Transporter the applicable rate for Authorized Overrun Service set forth in this Tariff. For any overrun hereunder which is not authorized (not nominated and confirmed), Shipper shall pay Transporter, in addition to the Authorized Overrun Charge, an Unauthorized Overrun Charge per Dth equal to the Unauthorized Overrun Rate multiplied by the amount of gas in Dth tendered to Transporter or deliveries to Shipper under an FTS Agreement which exceeds the MDQ under such FTS Agreement. The maximum Unauthorized Overrun Rate is \$10/Dth, which may be discounted to any level between zero and such maximum rate. Any charges for an unauthorized excess of the Authorized Overrun Charge shall be waived by Transporter if the unauthorized overrun does not cause operational problems. If Transporter does not waive an Unauthorized Overrun Charge, it will provide a written explanation of the operational problem(s) caused by the overrun upon request from a Shipper subject to the Unauthorized Overrun Charge.

9. GENERAL TERMS AND CONDITIONS

The provisions of the General Terms and Conditions of this Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule FTS and shall apply to service rendered hereunder as though stated herein.

## **RATE SCHEDULE ITS**

### **INTERRUPTIBLE TRANSPORTATION SERVICE**

#### **1. AVAILABILITY**

This Rate Schedule ITS is available to any entity (hereinafter called Shipper) which: (a) submits to Trailblazer Pipeline Company LLC (hereinafter called "Transporter") a valid request as defined in Section 3 hereof; and (b) executes an Interruptible Transportation Service Agreement (ITS Agreement) with Transporter applicable to service under this Rate Schedule ITS. The form of ITS Agreement is contained in this Tariff. There is no limitation on the number of ITS Agreements any one Shipper may have.

#### **2. APPLICABILITY, CHARACTER AND PRIORITY OF SERVICE**

- 2.1 This Rate Schedule ITS defines an interruptible transportation service. This Rate Schedule ITS shall apply to all gas received by Transporter for Shipper pursuant to an ITS Agreement. As more fully set out in the General Terms and Conditions of this Tariff, Transporter is not providing a supply service under this Rate Schedule ITS.
- 2.2 Service hereunder shall consist of the acceptance by Transporter of natural gas from or for the account of Shipper at Receipt Point(s) under the ITS Agreement, the transportation of that natural gas through Transporter's System, and the delivery of that natural gas by Transporter to Shipper or for Shipper's account at Delivery Point(s) under the ITS Agreement. Transporter shall not be required: (a) to accept on any Day gas tendered, or to deliver on any Day gas requested, in excess of the Maximum Daily Quantity (MDQ) specified in the ITS Agreement; (b) to accept or deliver on any Day gas hereunder which is not properly nominated pursuant to and to the extent required by the General Terms and Conditions of this Tariff.
- 2.3 The service provided under this Rate Schedule ITS shall be performed under Part 284 of the Commission's Regulations. Shipper shall only tender gas for transportation under this Rate Schedule ITS to the extent such service would qualify under the applicable statutes, regulations, Commission orders and the blanket certificate authorizing service by Transporter under this Rate Schedule. For service under Subpart B of Part 284 of the Commission's Regulations, Shipper shall provide to Transporter appropriate certification, including sufficient information in for Transporter to verify that the service qualifies under Subpart B of Part 284 of the Regulations. Where required by the Commission's Regulations, Shipper shall (prior to tendering gas under an ITS Agreement) cause the intrastate pipeline or local distribution company on whose behalf the service will be provided to submit the necessary certification.
- 2.4 Service hereunder is provided on an interruptible basis. Curtailment and priorities of service for the purposes of scheduling and curtailment are governed by the General Terms and Conditions of this Tariff.

### 3. VALID REQUESTS

- 3.1 A request for service under this Rate Schedule ITS shall be valid as of the date received if it complies with this Section and contains adequate information on all of the items specified in Section 3.2, subject to any necessary verification of such information and to the following:
- (a) A request shall not be valid and Transporter shall not be required to grant any such request: (1) which would require the construction, modification, expansion, or acquisition of any facilities; provided, however, that Transporter may agree in its reasonable discretion to construct, modify, expand, or acquire facilities to enable it to perform such services; (2) unless and until Shipper has provided Transporter with the information required in Section 3.2 hereof; (3) if Transporter determines, based on the credit analysis referenced in Section 3.2(d), that Shipper does not possess sufficient financial stability to make it reasonably likely the service provided hereunder will be paid for on a timely basis; (4) if the service requested would not comply with this Rate Schedule ITS; or (5) if the service requested is at less than the applicable maximum rate; provided, however, that Transporter may agree to provide service hereunder at a discount consistent with this Rate Schedule ITS. Nothing herein is intended to govern the curtailment of service once a request for service has been granted pursuant to this Section and while an ITS Agreement is in effect. Such curtailment is governed by the General Terms and Conditions of this Tariff.
  - (b) Transporter shall promptly notify Shipper if it cannot satisfy an otherwise valid request because such request is incomplete or does not comply with this Rate Schedule ITS. Any request shall be null and void unless it is substantially complete and complies with this Rate Schedule. In the event a request is substantially but not entirely complete, Transporter shall inform Shipper in writing of the specific items needed to complete the ITS Agreement, after which Shipper shall have fifteen (15) days to provide the specified information. In the event such information is not received within fifteen (15) days, Shipper's request shall be null and void.
  - (c) Transporter shall tender an ITS Agreement to Shipper for execution when Shipper's request for service is accepted. Unless waived by Transporter, a request for service shall be invalid if Shipper fails to execute an ITS Agreement hereunder within ten (10) days after an ITS Agreement has been tendered by Transporter for execution.

- 3.2 Requests for service hereunder shall be deemed valid only after the information specified in this Section is provided by Shipper via Transporter's Interactive Website or in writing to:

Trailblazer Pipeline Company LLC  
Commercial Operations  
370 Van Gordon Street  
Lakewood, CO 80228  
e-mail: [TEP@tallgrassenergyllp.com](mailto:TEP@tallgrassenergyllp.com)

The information required for a valid request shall be as follows:

(a) GAS QUANTITIES

The request shall specify in Dth the aggregate MDQ, exclusive of applicable Fuel Reimbursement quantities pursuant to Section 38 of the General Terms and Conditions of this Tariff; provided, however, that Transporter shall not be obligated to accept requests for an aggregate MDQ of less than one hundred (100) Dth per day.

(b) AVAILABILITY OF POINTS

- (1) A Shipper may utilize all available Receipt and Delivery Points on Transporter's System under any ITS Agreement, as more fully set out in the General Terms and Conditions of this Tariff.
- (2) The available quantity and priorities at any point shall be governed by the General Terms and Conditions of this Tariff.

(c) TERM OF SERVICE

The request shall specify:

- (1) The date service is requested to commence; and
- (2) The date service is requested to terminate.

(d) CREDIT

Acceptance of a request is contingent upon a satisfactory credit appraisal by Transporter in accordance with the General Terms and Conditions of this Tariff.

(e) COMPLIANCE WITH ITS TARIFF

Submission of a request for service hereunder shall be deemed agreement by Shipper that it will abide by the terms and conditions of this Rate Schedule ITS, including the applicable General Terms and Conditions.

(f) COMMISSION-REQUIRED FILING INFORMATION

The following information is to be provided at the time a request for service hereunder is submitted, if available, or when an initial nomination for transportation under an executed ITS Agreement is submitted, and when any subsequent changes occur:

- (1) Affiliation of the Shipper with Transporter; and
- (2) The identity of the Shipper, including whether it is a local distribution company, an interstate pipeline company, an intrastate pipeline company, an end user, a producer, or a marketer.

4. TERM

- (a) The term of service hereunder shall be set forth in the ITS Agreement between Shipper and Transporter. Transporter may terminate the ITS Agreement if Shipper fails to cause gas to be delivered during any twelve (12) consecutive calendar Months when Capacity is available, unless Shipper's failure to deliver gas was attributable to circumstances of Force Majeure.
- (b) The General Terms and Conditions of this Tariff shall govern the applicability of rollovers vis a vis an ITS Agreement. Upon termination of any ITS Agreement, and subject to such rollovers, service by Transporter to Shipper thereunder shall be terminated and automatically abandoned.
- (c) Transporter may terminate any ITS Agreement if Transporter is required by the FERC or some other agency or court to provide service for others utilizing the interruptible System Capacity or capability required for service under such ITS Agreement or if Transporter ceases (after receipt of any requisite regulatory authorization) to offer service of the type covered by the ITS Agreement.

5. RATE

- 5.1 (a) Shipper shall pay Transporter each Month under this Rate Schedule ITS a one-part Commodity Charge for each Dth of gas delivered to Shipper or for Shipper's account, together with such other charges as are identified in this Tariff. The maximum Monthly Commodity Charge shall be the applicable maximum unit rate set out in this Tariff multiplied by the quantity of gas

actually delivered by Transporter for transportation during the billing month.

- (b) Where a Shipper has agreed to pay a Negotiated Rate or a rate under a Negotiated Rate Formula, the rates assessed hereunder shall be governed by Section 35 of the General Terms and Conditions of this Tariff. A request for service at a Negotiated Rate or a rate under a Negotiated Rate Formula shall specify the Negotiated Rate or Negotiated Rate Formula on which the Shipper is willing to agree.

5.2 Shipper shall reimburse Transporter for any applicable Fuel, Lost and Unaccounted For quantities and Electric Power Costs in transporting gas hereunder as provided by Section 38 and 40 of the General Terms and Conditions and at the maximum rate stated on the currently effective applicable rate Section, unless otherwise negotiated pursuant to Section 35 of the General Terms and Conditions of this Tariff.

5.3 (a) Shipper shall reimburse Transporter within five (5) days after costs have been incurred by Transporter for all fees required by the FERC or any regulatory body including, but not limited to, filing, reporting, and application fees to the extent such fees are specifically related to service for that Shipper hereunder and are not generally applicable fees (such as general rate case filing fees).

- (b) If Transporter constructs, acquires or modifies any facilities to perform service hereunder, then as specified in an agreement between the parties, Shipper shall reimburse Transporter for the cost of such facilities or facility modifications as described in the General Terms and Conditions of this Tariff.

5.4 The ACA charge will be assessed, when applicable, as provided in the General Terms and Conditions of this Tariff, on quantities delivered to Shipper by Transporter under this Rate Schedule ITS.

5.5 (a) Transporter shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in: (1) the rates and charges applicable under this Rate Schedule ITS, including both the level and design of such rates and charges; or (2) the terms and conditions of this Rate Schedule ITS. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure that its provisions are just and reasonable.

- (b) If, at any time and from time to time, the FERC or any other governmental authority having jurisdiction in the premises allows or permits Transporter to collect, or to negotiate to collect, a higher rate for the service hereunder, the

rate shall, subject to any contrary provision of the ITS Agreement or a separate discount agreement, be increased to the highest such rate. Should additional documentation be required in order for Transporter to collect such highest rate, Shipper shall execute or provide such documentation within fifteen (15) days after a written request by Transporter. If, at any time and from time to time, the FERC or any other governmental authority having jurisdiction in the premises requires Transporter to charge a lower rate for transportation service hereunder, the rate shall be decreased to such reduced rate.

- 5.6 Transporter may from time to time and at any time, upon twenty-four (24) hours' verbal or written notice, subject to any provisions on discounting in the ITS Agreement or in a separate discount agreement, charge any individual Shipper for service under this Rate Schedule ITS a rate which is lower than the applicable maximum rate set forth in this Tariff; provided, however, that such rate charged may not be less than the applicable minimum rate for service under Rate Schedule ITS set forth in this Tariff. Transporter will confirm any verbal notice of the applicable rate in writing. Such notification shall specifically state the effective date of such rate change and the quantity of gas so affected. Unless otherwise agreed in the ITS Agreement or in a separate discount agreement, Transporter may at any time further change such rate (subject to any restrictions as to maximum or minimum rates set out in this Tariff, the ITS Agreement and/or any discount agreement) upon twenty-four (24) hours' verbal notice to Shipper, which notice shall be confirmed in writing. Such notification shall specifically state the effective date of such rate change and the quantity of gas so affected. Transporter shall file with the Commission any and all reports as required by the Commission's Regulations with respect to the institution or discontinuance of any discount.
- 5.7 All revenues collected by Transporter as a result of providing service under Rate Schedule ITS shall be retained by Transporter unless Transporter has otherwise explicitly agreed on a different disposition of such amounts.

6. **NOMINATIONS, SCHEDULING CHARGES, IMBALANCES AND OVERRUN CHARGES**

- (a) Shipper shall provide Transporter with daily nominations of receipts and deliveries by Receipt and Delivery Point in accordance with the General Terms and Conditions of this Tariff. It shall be Shipper's responsibility to cause gas to be delivered to Transporter at Receipt Point(s), and to cause gas to be taken from Transporter at Delivery Point(s), in accordance with the information supplied to Transporter.
- (b) It shall be Shipper's responsibility to keep receipts and deliveries in balance. Transporter may curtail service hereunder to the extent necessary to bring receipts and deliveries into balance. Any imbalance between actual receipts and actual deliveries shall be eliminated by cashout on a monthly basis in accordance with the General Terms and Conditions of this Tariff.



**7. RECEIPT AND DELIVERY POINTS AND UPSTREAM AND DOWNSTREAM ARRANGEMENTS**

- (a) An ITS Agreement shall include all available Receipt and Delivery Points on Transporter's System, as more fully set out in the General Terms and Conditions of this Tariff. Transporter's aggregate maximum obligation to accept and deliver gas on an interruptible basis shall be specified in Dth in the ITS Agreement. The quantities available at each Receipt and Delivery Point, and the related priorities, shall be governed by the General Terms and Conditions of this Tariff.
- (b) Conditions of delivery at Receipt and Delivery Points are set out in the General Terms and Conditions of this Tariff.
- (c) Shipper shall make all necessary arrangements with other parties: (1) at or upstream of the Receipt Point(s) where gas is tendered to Transporter hereunder; and (2) at or downstream of the Delivery Point(s) where Transporter delivers gas hereunder to or for the account of Shipper. Such arrangements must be consistent with this Rate Schedule ITS and must be coordinated with Transporter.

**8. OVERRUN SERVICE**

Upon request of Shipper, Transporter may (but is not obligated to) receive, transport, and deliver on any Day quantities of natural gas in excess of Shipper's MDQ under the ITS Agreement when, in Transporter's reasonable judgment, the Capacity and operating capability of its System will permit such receipt, transportation and delivery without impairing the ability of Transporter to meet its other obligations. In granting requests for Authorized Overrun Service, Transporter shall act in a manner consistent with the overrun service priorities set out in the General Terms and Conditions of this Tariff. Shipper shall pay Transporter the applicable rate for Authorized Overrun Service set forth in this Tariff. For any overrun hereunder which is not authorized (not nominated and confirmed), Shipper shall pay Transporter, in addition to the Authorized Overrun Charge, an Unauthorized Overrun Charge per Dth equal to the Unauthorized Overrun Rate multiplied by the amount of gas in Dth tendered to Transporter or deliveries to Shipper under an ITS Agreement which exceeds the MDQ under such ITS Agreement. The maximum Unauthorized Overrun Rate is \$10/Dth, which may be discounted to any level between zero and such maximum rate. Any charges for an unauthorized overrun in excess of the Authorized Overrun Charge shall be waived by Transporter if the unauthorized overrun does not cause operational problems. If Transporter does not waive an Unauthorized Overrun Charge, it will provide a written explanation of the operational problem(s) caused by the overrun upon request from a Shipper subject to the Unauthorized Overrun Charge.

**9. GENERAL TERMS AND CONDITIONS**

## Trailblazer Pipeline Company LLC

FERC Gas Tariff  
6th Revised Volume No. 1

Rate Schedule ITS  
Section Version: 3.0.0

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The provisions of the General Terms and Conditions of this Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule ITS and shall apply to service rendered hereunder as though stated herein.

## **RATE SCHEDULE FTB**

### **FIRM TRANSPORTATION BALANCING SERVICE**

#### **1. AVAILABILITY**

This Rate Schedule FTB is available to any entity (hereinafter called Shipper) that: (a) submits to Trailblazer Pipeline Company LLC (hereinafter called "Transporter") a valid request as defined in Section 4 hereof which Transporter has firm Capacity available on all affected portions of its System and the firm operational capability to satisfy; (b) executes a Firm Transportation Balancing Service Agreement (FTB Agreement) with Transporter applicable to service under this Rate Schedule FTB; and (c) for which Transporter and a third party provider or third party point operator ("TPO") have entered into a Third Party Operating Agreement ("TPOA"). The form of FTB Agreement is contained in this Tariff. There is no limitation on the number of FTB Agreements any one Shipper may have.

#### **2. APPLICABILITY AND CHARACTER OF SERVICE**

2.1 The transportation service provided under this Rate Schedule FTB shall be performed under Part 284 of the Commission's Regulations. This Rate Schedule FTB shall apply to all gas transported by Transporter for Shipper pursuant to an FTB Agreement.

2.2 Service hereunder shall be provided on a firm basis, subject to nomination and scheduling as set forth herein. However, service may be interrupted for any of the reasons set out in this Tariff. Transporter shall have the right to waive any one or more specific defaults by any Shipper if such default will not affect the integrity of Transporter's System or the quality of service and on a basis which is not unduly discriminatory, provided that such waiver is not inconsistent with any applicable Commission Regulations or orders, and provided also that any waiver given to a Shipper by Transporter shall be made available to all Shippers during the time period when it is in effect. No such waiver shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or different character.

2.3 Service hereunder shall consist of the acceptance by Transporter of natural gas tendered by Shipper at a Demand Point, a Balancing Point or secondary points, as defined in Section 3 hereof, and specified in the applicable FTB Agreement, the transportation of that natural gas through Transporter's pipeline system, and the delivery of that natural gas by Transporter to a Demand Point, Balancing Point or secondary point.

Shipper shall designate a single path for balancing services hereunder by naming the Balancing Point as a Primary Receipt Point or a Primary Delivery Point. Subject to the scheduling and confirmation by a TPO which meets the criteria set out in subsection 2.4(e), a minimum of two (2) daily out-of-cycle ("OOC") (non-NAESB) nomination changes may be submitted by Shipper. OOC nominations can only be scheduled at a

Demand Point and a Balancing Point. Additional OOC nominations, beyond the two minimum, are permitted subject to operational conditions on Transporter's system and acceptance by the TPO. Shipper nomination changes shall be effective on a prospective basis beginning at the top of the hour following not less than two (2) hour notice to Transporter's Gas Control center. OOC nominations will not be accepted prior to the nomination deadline for the Evening Cycle for the applicable Gas Day. Shipper nominations shall result in changes in the uniform hourly rate of flow, as set forth in Section 5.1 of the General Terms and Conditions of this Tariff. In any nomination cycle, Transporter shall not be required to accept any gas tendered in excess of the Maximum Daily Quantity (MDQ) or the Maximum Hourly Quantity (MHQ), but may accept in excess of these firm quantities where Transporter determines it has Capacity to offer on an interruptible basis excess daily or hourly quantities nominated by Shipper.

#### 2.4 Receipt and Delivery Points:

- (a) The FTB Agreement must designate the Demand Point and the Balancing Point subject to OOC balancing services. The Demand Point and Balancing Point and the MHQ herein shall require the confirmation of the TPO, consistent with the terms of the TPOA between Transporter and the TPO provider. Any number of FTB Agreements may be associated with the TPO, but only a single FTB Agreement may be associated with a Demand Point, unless otherwise agreed to between Transporter and Shipper.
- (b) Scheduling under the General Terms and Conditions shall reflect the requested increase or decrease to flowing quantities, up to the MHQ set forth in the FTB Agreement, and its firm priority of service between the Balancing Point and the Demand Point. Shipper shall designate the Balancing Point as either a Primary Receipt or Primary Delivery Point for purposes of scheduling priorities. Scheduling of quantities in excess of the MHQ shall be scheduled on an interruptible basis.
- (c) Shipper will be responsible for arranging with the TPO for transportation balancing service, via storage, transportation or any combination thereof on any upstream or downstream pipeline(s) such that changes in flow at the Balancing Point may be effectuated by Transporter with requested out-of-cycle changes in flow at the Delivery Points. A point shall be available for balancing service only to the extent that Transporter enters into a TPOA with the TPO provider. The TPOA defines how such operator will accommodate Shipper's quantities to be balanced, how the operator is to make the corresponding operational physical changes, the limitations on the level of balancing changes that may be accommodated and the consequences if such levels are exceeded or operational changes are not made. Under the TPOA, Transporter shall have the ability to call upon the TPO to effectuate the balancing service hereunder and within the MHQ

and MDQ limits set forth in the FTB Agreement. Unless otherwise agreed to, Transporter shall not be responsible for balancing.

- (d) If, in any hour, a Shipper nominates and is confirmed for a balancing quantity which exceeds its MHQ, an incremental Enhanced Hourly Delivery Service Rate shall apply to such excess quantities. Additionally, if on any day, a Shipper's total allocated balancing quantity exceeds its MDQ, Shipper shall be subject to Authorized Overrun Charges pursuant to this Rate Schedule. Alternatively, if a Shipper's quantity is not nominated and confirmed but exceeds its MHQ and/or MDQ, the Shipper may be subject to Unauthorized Overrun Charges provided in this Rate Schedule. Notwithstanding Transporter accepting Shipper's scheduled balancing services, failure of the TPO to make corresponding hourly changes in flow at the Balancing Point to match changes in flow at the Demand Point may result in the suspension, interruption, or termination of services to Shipper hereunder.
  - (e) Under Rate Schedule FTB, the Balancing Point applicable in providing balancing service must meet the following criteria, unless otherwise agreed to, as determined by Transporter in its reasonable judgment and experience as operator: (1) a bi-directional interconnect with a pipeline or storage facility connected to Transporter's facilities; (2) located in physical proximity to the Demand Point on Transporter's system so as to not create an operational burden on Transporter's system; and (3) have real time telemeter electronic flow measurement (EFM), flow control equipment, with Transporter having the operational capability to monitor and control deliveries through the EFM; and (4) the operator of a third party point and Transporter must enter into a TPOA, defining the operational parameters of the balancing service to be provided thereunder.
  - (f) Secondary Receipt and Delivery Points are available, including Pooling Points, but scheduling of secondary services shall not occur in OOC nominations and shall proportionally reduce the MHQ and quantities available for scheduling at the Balancing Point and Demand Point.
- 2.5 Shipper may release its Capacity under this Rate Schedule only at the same Balancing Point and Demand Point, i.e., applicable Primary Receipt and Primary Delivery Points, under its contract. In addition, Shipper cannot segment Capacity under this Rate Schedule. Provided however, in order to utilize Capacity release and segmentation, Shipper may release its Capacity hereunder to itself and obtain a replacement contract pursuant to Rate Schedule FTS, which shall be subject to the terms and conditions of Rate Schedule FTS.
- 2.6 Quantities received and delivered hereunder shall be at a uniform rate of hourly flow; provided, however, a Shipper may make prospective changes to its uniform hourly rate of flow by submitting a revised nomination as provided in this Rate Schedule up

to the MHQ defined in the FTB Agreement, subject to the confirmation of corresponding changes at the Balancing Point with the TPO.

- 2.7 Shipper shall only tender gas for transportation under this Rate Schedule to the extent such service would qualify under the applicable statutes, regulations and Commission orders. For transportation to be provided under Subpart B of Part 284 of the Commission's Regulations, Shipper shall provide to Transporter certification including sufficient information in order for Transporter to verify that the service qualifies under Subpart B of Part 284 of the Regulations. Where required by the Commission's Regulations, Shipper shall cause the intrastate pipeline or local distribution company on whose behalf the service will be provided to submit the necessary certification prior to tendering gas for transportation.
- 2.8 Allocation of Capacity, curtailment and priorities of service for the purposes of scheduling and curtailment are all governed by the General Terms and Conditions of this Tariff.

### 3. SERVICE DEFINITIONS

- 3.1 DEMAND POINT - Shall mean the physical point where the Shipper has varying hourly demand over the course of a Day and at which Transporter will accept out-of-cycle changes to the Shipper(s) uniform rate of flow under this Rate Schedule FTB. Transporter shall install or cause to be installed EFM and flow control equipment at the Demand Point pursuant to Section 6 (New Facilities Charge) of the General Terms and Conditions of this FERC Gas Tariff.
- 3.2 BALANCING POINT - Shall mean the interconnect of Transporter and TPO's facilities eligible as either a Primary Receipt or Primary Delivery Point to match concurrent hourly changes in flow at the Demand Point. Transporter shall install or cause to be installed EFM and flow control equipment at the Balancing Point pursuant to Section 6 (New Facilities Charge) of the General Terms and Conditions of this FERC Gas Tariff.
- 3.3 MAXIMUM DAILY QUANTITY ("MDQ") - Shall mean the maximum quantity of natural gas that Transporter agrees to receive or deliver on any Day at the Demand Point or Balancing Point, as specified in the executed FTB Agreement, net of the Fuel Reimbursement quantity pursuant to Section 38 of the General Terms and Conditions of this Tariff.
- 3.4 MAXIMUM HOURLY QUANTITY ("MHQ") - Shall mean the maximum hourly rate of flow (1/24<sup>th</sup> of MDQ) and quantity of natural gas to be transported for balancing at the Demand Point or the Balancing Point requested by Shipper in any nomination cycles.

- 3.5 ENHANCED HOURLY DELIVERY SERVICE CHARGE ("EHSC") - Shall equal the additional volumetric rate applicable to the quantity scheduled by Shipper and confirmed by Transporter in excess of the MHQ in any hour of the Day. The EHSC shall be in addition to applicable commodity, Fuel Reimbursement pursuant to Section 38 of the General Terms and Conditions of this Tariff, or surcharges due on balancing quantities allocated to Shipper under Rate Schedule FTB for the Day. The EHSC shall be reduced for the uniform hourly rate of any daily authorized overrun quantities assessed.

#### 4. VALID REQUESTS

- 4.1 A request for service under this Rate Schedule FTB shall be valid as of the date received if it complies with this Section and contains adequate information on all of the items specified in Section 4.2, subject to any necessary verification of such information and to the following:
- (a) A request shall not be valid and Transporter shall not be required to grant any such request: (1) for which adequate Capacity is not available on any portion of Transporter's System necessary to provide such service; (2) as to which Transporter does not have the operational capability to effect receipt, transportation and/or delivery on a firm basis consistent with the terms and conditions of this Rate Schedule FTB and in its reasonable judgment as operator; (3) if there is no TPOA between Transporter and a TPO; (4) which would require the construction, modification, expansion, or acquisition of any facilities; provided, however, that Transporter may agree in its reasonable discretion to construct, modify, expand, or acquire facilities to enable it to perform such services; (5) unless and until Shipper has provided Transporter with the information required in Section 4.2 hereof; (6) if Transporter determines, based on the credit analysis referenced in Section 4.2(f), that Shipper does not possess sufficient financial stability to make it reasonably likely the service provided hereunder will be paid for on a timely basis; (7) if the service requested would not comply with this Rate Schedule FTB; or (8) if the service requested is at less than the applicable maximum rate; provided, however, that Transporter may agree to provide service hereunder at a discount consistent with this Rate Schedule FTB. Nothing herein is intended to govern the curtailment of service once a request for service has been granted pursuant to this Section and while an FTB Agreement is in effect. Such curtailment is governed by the General Terms and Conditions of this Tariff.
  - (b) Capacity awards shall be made as provided in Section 3 of the General Terms and Conditions of this Tariff. Transporter shall promptly notify Shipper if it cannot satisfy an otherwise valid request, in whole or in part, due to lack of Capacity or System capability or if the request is incomplete or does not comply with this Rate Schedule FTB. Any

request shall be null and void unless it is substantially complete and complies with this Rate Schedule FTB. In the event a request is substantially but not entirely complete, Transporter shall inform Shipper in writing of the specific items needed to complete the FTB Agreement, consistent with this Section 4 and with Section 3 of the General Terms and Conditions of this Tariff.

- (c) Transporter shall tender an FTB Agreement to Shipper for execution when Shipper's request for service is accepted. Unless waived by Transporter, a request for service shall be invalid if Shipper fails to execute an FTB Agreement hereunder within ten (10) days after an FTB Agreement has been tendered by Transporter for execution.

- 4.2 Requests for service hereunder shall be deemed valid only after the information specified in this Section is provided by Shipper via Transporter's Interactive Website or in writing to:

Trailblazer Pipeline Company LLC  
Commercial Operations  
370 Van Gordon St.  
Lakewood, CO 80228  
e-mail: TEP@tallgrassenergyllp.com

The information required for a valid request shall be as follows:

- (a) GAS QUANTITIES

The request shall specify in Dth the aggregate MDQ and the MDQ for each primary point, exclusive of applicable Fuel Reimbursement quantities pursuant to Section 38 of the General Terms and Conditions of this Tariff; provided, however, that Transporter shall not be obligated to accept requests for an aggregate MDQ of less than one hundred (100) Dth per day.

- (b) RECEIPT POINT(S) (Demand Point or Balancing Point)

The request shall specify the primary point(s) at which Shipper desires Transporter to receive gas and including the associated MDQ.

- (c) DELIVERY POINT(S) (Demand Point or Balancing Point)

The request shall specify the primary point(s) at which Shipper desires Transporter to deliver gas and including the associated MDQ.

- (d) LIMITATION OF POINTS



A Shipper may request only those Receipt and Delivery Points which meet the criteria of Section 2 herein, and subject to Transporter's approval.

(e) TERM OF SERVICE

The request shall specify:

- (1) The date service is requested to commence; and
- (2) The date service is requested to terminate.

(f) CREDIT

Acceptance of a request is contingent upon a satisfactory credit appraisal by Transporter in accordance with the General Terms and Conditions of this Tariff.

(g) COMPLIANCE WITH TARIFF

Submission of a request for service hereunder shall be deemed agreement by Shipper that it will abide by the terms and conditions of this Rate Schedule FTB, including the applicable General Terms and Conditions.

(h) COMMISSION-REQUIRED FILING INFORMATION

The following information is to be provided at the time a request for service hereunder is submitted, if available, or when an initial nomination for service under an executed FTB Agreement is submitted, and when any subsequent changes occur:

- (1) Affiliation of the Shipper with Transporter; and
- (2) The identity of the Shipper, including whether it is a local distribution company, an interstate pipeline company, an intrastate pipeline company, an end user, a producer, or a marketer.

- 4.3 Transporter, at its sole discretion, reserves the right to reject requests for service as described in this Rate Schedule FTB. Transporter is not providing a supply service hereunder and shall not be liable for any costs, expenses, losses, or damages, including consequential damages, incurred by a Shipper or operator if a failure to achieve balancing under this Rate Schedule is due to the failure of the TPO to perform its obligations under the TPOA or to Shipper's having insufficient transport, storage inventory or available injection capability on the associated Third Party assets.

**5. TERM**

- (a) The term of service hereunder shall be set forth in the FTB Agreement between Shipper and Transporter and shall not be less than one (1) year, unless otherwise agreed to in writing by Transporter.
- (b) The General Terms and Conditions of this Tariff shall govern the applicability of, and the terms and conditions relating to, rollovers and the right of first refusal vis a vis an FTB Agreement. Upon termination of any FTB Agreement, and subject to any such rollover or right of first refusal, service by Transporter to Shipper thereunder shall be terminated and automatically abandoned.
- (c) Transporter may terminate any FTB Agreement if Transporter is required by the FERC or some other agency or court to provide firm service for others utilizing the System Capacity or capability required for service under such FTB Agreement or if Transporter ceases (after receipt of any requisite regulatory authorization) to offer service of the type covered by the FTB Agreement. Transporter's ability to terminate any FTB Agreement under this provision is intended to ensure that the contract term does not extend beyond the regulatory authority to provide the service and that the contract is consistent with the regulatory authority to provide the service.

**6. RATE**

- 6.1 (a) Shipper shall pay Transporter each Month under this Rate Schedule FTB a two-part rate consisting of: (1) a Reservation Charge, based on Shipper's MDQ and the applicable Reservation Rate for Capacity supporting firm service hereunder, which consists of the Base Monthly Reservation Cost; (2) a Commodity Charge for each Dth of gas delivered to Shipper for Shipper's account; and (3) as applicable, Enhanced Hourly Delivery Service charges, Overrun Service charges, Fuel Reimbursement pursuant to Section 38 of the General Terms and Conditions of this Tariff, plus such other Tariff surcharges as set forth on the Currently Effective Rates sections.
- (b) Where a Shipper has agreed to pay a Negotiated Rate or a rate under a Negotiated Rate Formula, the rates assessed hereunder shall be governed by Section 35 of the General Terms and Conditions of this Tariff. A request for service at a Negotiated Rate or a rate under a Negotiated Rate Formula shall specify the Negotiated Rate or Negotiated Rate Formula to which the Shipper is willing to agree.

- 6.2 As set forth on the Currently Effective Rates page, Shipper shall reimburse Transporter for applicable Fuel, Lost and Unaccounted For quantities and Electric Power Costs required in transporting gas hereunder as provided by Section 38 and 40 of the General Terms and Conditions of this Tariff, as applicable to the Capacity utilized for firm service under this Rate Schedule FTB. All Capacity and Shippers under this Rate Schedule FTB shall pay Fuel, Lost and Unaccounted For and Electric Power Cost Reimbursement on the same basis as any other Shipper.
- 6.3 (a) Shipper shall reimburse Transporter within five (5) days after costs have been incurred by Transporter for all fees required by the FERC or any regulatory body including, but not limited to, filing, reporting, and application fees to the extent such fees are specifically related to service for that Shipper hereunder and are not generally applicable fees (such as general rate case filing fees).
- (b) If Transporter constructs, acquires or modifies any facilities to perform service hereunder, then as specified in an agreement between the parties either:
- (1) Shipper shall reimburse Transporter for the cost of such facilities or facility modifications as described in the General Terms and Conditions of this Tariff; or
- (2) Transporter shall assess a monthly charge reflecting such facility costs.
- 6.4 The ACA charge will be assessed, when applicable, as provided in the General Terms and Conditions of this Tariff, on quantities delivered to Shipper by Transporter under this Rate Schedule FTB.
- 6.5 (a) Transporter shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in: (1) the rates and charges applicable under this Rate Schedule FTB, including both the level and design of such rates and charges; or (2) the terms and conditions of this Rate Schedule FTB. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure that its provisions are just and reasonable.
- (b) If, at any time and from time to time, the FERC or any other governmental authority having jurisdiction in the premises allows or permits Transporter to collect, or to negotiate to collect, a higher rate for the service hereunder, the rate shall, subject to any contrary provision of the FTB Agreement or a separate discount agreement, be increased to the highest such rate. Should additional documentation be required in order for Transporter to collect such highest rate, Shipper shall execute or provide such documentation within

fifteen (15) days after a written request by Transporter. If, at any time and from time to time, the FERC or any other governmental authority having jurisdiction in the premises requires Transporter to charge a lower rate for transportation service hereunder, the rate shall be decreased to such reduced rate.

- 6.6 Transporter may from time to time and at any time, upon twenty-four (24) hours' verbal or written notice, subject to any provisions on discounting in the FTB Agreement or in a separate discount agreement, charge any individual Shipper for service under this Rate Schedule FTB a rate which is lower than the applicable maximum rate set forth in this Tariff; provided, however, that such rate may not be less than the applicable minimum rate for service under Rate Schedule FTB set forth in this Tariff. Transporter will confirm any verbal notice of the applicable charge in writing. Such notification shall specifically state the effective date of such rate change and the quantity of gas so affected. Unless otherwise agreed in the FTB Agreement or in a separate discount agreement, Transporter may at any time further change such rate (subject to any restrictions as to maximum or minimum rates set out in this Tariff, the FTB Agreement and/or any discount agreement) upon twenty-four (24) hours' verbal notice to Shipper, which notice shall be confirmed in writing. Such notification shall specifically state the effective date of such rate change and the quantity of gas so affected. Transporter shall file with the Commission any and all reports as required by the Commission's Regulations with respect to the institution or discontinuance of any discount.
- 6.7 All revenues collected by Transporter as a result of providing service under Rate Schedule FTB shall be retained by Transporter unless Transporter has otherwise explicitly agreed on a different disposition of such amounts.

## 7. NOMINATIONS AND SCHEDULING CHARGES

Shipper shall provide Transporter with daily nominations of receipts and deliveries by Receipt and Delivery Point in accordance with the General Terms and Conditions of this Tariff. It shall be Shipper's responsibility to cause gas to be delivered to Transporter at Receipt Point(s), and to cause gas to be taken from Transporter at Delivery Point(s), in accordance with the information supplied to Transporter. The FTB Agreement may reflect the time(s) of the Day for accepting OOC nominations.

## 8. ENHANCED HOURLY DELIVERY

Shipper nominations up to the MHQ shall be scheduled on a firm basis, subject to confirmation of the TPO. Shipper nominations in any cycle which require delivery rates of flow exceeding the MHQ for the remaining hours of the Day may be accepted by Transporter for scheduling, subject to the availability of interruptible Capacity, and subject to the assessment of Enhanced Hourly Delivery charges.

**9. OVERRUN SERVICE**

Upon request, Transporter may (but is not obligated to) receive, transport, and deliver on any Day quantities of natural gas in excess of Shipper's MDQ under the FTB Agreement when, in Transporter's reasonable judgment, the Capacity and operating capability of its System will permit such receipt, transportation and delivery without impairing the ability of Transporter to meet its other obligations. In granting requests for overrun service, Transporter shall act in a manner consistent with the overrun service priorities set out in the General Terms and Conditions of this Tariff. Shipper shall pay Transporter the applicable rate for Authorized Overrun Service set forth in this Tariff. The daily quantity billed as Authorized Overrun Service shall reduce any applicable EHSC by an amount equal to the daily quantity divided by twenty-four (24). For any overrun hereunder which is not authorized (not nominated and confirmed), Shipper shall pay Transporter, in addition to the Authorized Overrun Charge, an Unauthorized Overrun Charge per Dth equal to the Unauthorized Overrun Rate multiplied by the amount of gas in Dth tendered to Transporter or deliveries to Shipper under an FTB Agreement which exceeds the MDQ under such FTB Agreement. The maximum Unauthorized Overrun Rate is \$10/Dth, which may be discounted to any level between zero and such maximum rate. Any charges for an unauthorized excess of the Authorized Overrun Charge shall be waived by Transporter if the unauthorized overrun does not cause operational problems. If Transporter does not waive an Unauthorized Overrun Charge, it will provide a written explanation of the operational problem(s) caused by the overrun upon request from a Shipper subject to the Unauthorized Overrun Charge.

**10. INTRADAY NOMINATIONS**

In addition to the intraday nominations under Section 7 of the General Terms and Conditions of this Tariff, Shipper may make a minimum of two out-of-cycle ("OOC") intraday nominations per day, to be effective on a prospective basis on any hour of the Gas Day not less than 2 hours following the time the OOC intraday nomination is submitted to Transporter's Gas Control center, by both telephone and email. Transporter shall not be obligated to accept any OOC intraday nomination which increase or decrease the rate of flow at the Demand Point for the remaining hours of the Gas Day which exceeds the MHQ. Shipper's OOC Intraday nomination shall be subject to confirmation of corresponding changes in flow at the Balancing Point and shall be subject to Transporter's system operating conditions allowing such OOC intraday nomination without interruption to scheduled and flowing quantities for other Shippers holding a higher priority of service, as set forth in Section 3 of the General Terms and Conditions of this Tariff. Transporter shall not be obligated to effectuate balancing services hereunder through an OBA with any Point Operator. Transporter shall not be liable for actions of any upstream pipeline or the TPO that result in an interruption in the physical receipt or delivery of gas at the Balancing Point that may result in the inability of Transporter to provide balancing services hereunder. It shall be Shipper's responsibility to keep receipts and deliveries in balance. Any imbalance between actual receipts and actual deliveries shall be eliminated by cashout on a monthly basis in accordance with the General Terms and Conditions of this Tariff.

11. GENERAL TERMS AND CONDITIONS

Except as otherwise provided herein, the provisions of the General Terms and Conditions of this Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule FTB and shall apply to service rendered hereunder as though stated herein.

## **RATE SCHEDULE WS WHEELING SERVICE**

### **1. AVAILABILITY**

This Rate Schedule WS is available to any entity (hereinafter called Shipper) which: (a) submits to Trailblazer Pipeline Company LLC (hereinafter called "Transporter") a valid request as defined in Section 3 hereof; and (b) executes a Wheeling Service Agreement ("WS Agreement") with Transporter applicable to service under this Rate Schedule WS. The form of WS Agreement is contained in this Tariff.

### **2. APPLICABILITY AND CHARACTER OF SERVICE**

2.1 This Rate Schedule WS defines an interruptible wheeling service. This Rate Schedule WS shall apply to all service provided on an interruptible basis which is rendered by Transporter for Shipper pursuant to the executed Agreement under this Rate Schedule and shall consist of the following:

Wheeling Service. Wheeling Service is the receipt of Gas by a WS Shipper, or for a WS Shipper's account, at a physical point within a specified Hub and the redelivery of Gas at a physical point within the same Hub.

2.2 Transporter shall not be required: (a) to accept on any Day Gas tendered in excess of the Maximum Daily Quantity (MDQ) specified in Shipper's WS Agreement with Transporter; or (b) to deliver on any Day Gas requested, in excess of the MDQ specified in the WS Agreement; or (c) to accept or deliver on any Day Gas hereunder which is not properly nominated pursuant to and to the extent required by the General Terms and Conditions of this Tariff.

2.3 Transporter is not providing hereunder any transportation service between any Receipt Point and Delivery Point which are not located in the same Hub. Transportation from a Receipt Point in one Hub to a Delivery Point in another Hub will require service under a different transportation service rate schedule of this Tariff.

2.4 The service provided under this Rate Schedule WS shall be performed in accordance with Part 284 of the Commission's Regulations. Shipper shall only tender Gas for transportation under this Rate Schedule WS to the extent such service would qualify under the applicable statutes, regulations, Commission orders and the blanket certificate authorizing service by Transporter under this Rate Schedule. For service under Subpart B of Part 284 of the Commission's Regulations, Shipper shall provide to Transporter appropriate certification, including sufficient information in order for Transporter to verify that the service qualifies under Subpart B of Part 284 of the Regulations. Where

required by the Commission's Regulations, Shipper shall (prior to tendering Gas under a WS Agreement) cause the intrastate pipeline or local distribution company on whose behalf the service will be provided to submit the necessary certification.

- 2.5 Receipt and Delivery Point access, Nominations, scheduling, Interruption of service, allocation of Capacity, Curtailment and priorities of service are all governed by the General Terms and Conditions of this Tariff.

### 3. VALID REQUESTS

- 3.1 A request for service under this Rate Schedule WS shall be valid as of the date received if it complies with this section and contains adequate information for all of the items specified in Section 3.2, subject to any necessary verification of such information and to the following:
- (a) Submission of a request for service hereunder shall constitute Shipper's agreement with the terms and conditions of this Rate Schedule WS, including the applicable General Terms and Conditions of this Tariff as revised from time-to-time.
  - (b) Acceptance of a request is contingent upon a satisfactory credit appraisal by Transporter in accordance with the General Terms and Conditions of this Tariff.
  - (c) A request shall not be valid and Transporter shall not be required to grant any such request: (1) which would require the construction, modification, expansion, or acquisition of any facilities; provided, however, that Transporter may agree in its reasonable discretion to construct, modify, expand, or acquire facilities to enable it to perform such services; (2) unless and until Shipper has provided Transporter with the information required in Section 3.2 hereof; (3) if Transporter determines, based on the credit analysis referenced in Section 3.1B, that Shipper does not possess sufficient financial stability to make it reasonably likely the service provided hereunder will be paid for on a timely basis; (4) if the service requested would not comply with this Rate Schedule WS; or (5) if the service requested is at less than the applicable maximum rate; provided, however, that Transporter may agree to provide service hereunder at a discount consistent with this Rate Schedule WS.
  - (d) Transporter shall promptly notify Shipper if it cannot satisfy an otherwise valid request because such request is incomplete or does not comply with this Rate Schedule WS. If a request is substantially but not entirely complete, Transporter shall inform Shipper of the specific items needed to complete the request consistent with this Rate Schedule and the General Terms and Conditions of this Tariff.



- (e) Transporter shall tender a WS Agreement to Shipper for execution after Shipper's request for service is accepted. Unless waived by Transporter, a request for service shall be invalid if Shipper fails to execute a WS Agreement hereunder within ten (10) Days after the WS Agreement has been tendered by Transporter for execution.
- 3.2 Requests for service hereunder shall be deemed valid only after the information specified in this section is provided by Shipper via Transporter's Interactive Website or in writing to:

TRAILBLAZER PIPELINE COMPANY LLC  
Commercial Operations  
370 Van Gordon Street  
Lakewood, CO 80228  
e-mail: TEP@tallgrassenergyllp.com

The information required for a valid request shall be as follows:

(a) SHIPPER CONTACT INFORMATION

The request shall include Shipper's name, billing address, representative, and general correspondence address.

(b) GAS QUANTITIES

The request shall specify in Dth the aggregate MDQ; provided, however, that Transporter shall not be obligated to accept requests for an aggregate MDQ of less than one hundred (100) Dth per Day.

(c) TERM OF SERVICE

The request shall specify the date service is requested to commence. Service shall terminate in accordance with the provisions of Section 4 of this Rate Schedule WS.

(d) COMMISSION-REQUIRED FILING INFORMATION

The following information is to be provided at the time a request for service hereunder is submitted, and when any subsequent changes occur:

- (1) Affiliation of the Shipper with Transporter;
- (2) The identity of the Shipper, including whether it is a local distribution company, an interstate pipeline company, an intrastate pipeline company, an end user, a producer, or a marketer.

#### 4. TERM

The term of service hereunder shall be set forth in the WS Agreement between Shipper and Transporter. Transporter may terminate the WS Agreement prior to the contract expiration date if Shipper fails to tender Gas to be delivered by Transporter during any twelve (12) consecutive calendar Months when Capacity is available, unless Shipper's failure to tender Gas was attributable to circumstances of Force Majeure.

#### 5. RATE

The applicable rates, including any surcharges, for Wheeling Service are set forth in this Tariff, as revised from time-to-time. Unless otherwise agreed to in writing between Transporter and Shipper, or by Shippers' election to nominate service consistent with the terms of the applicable service discounts rate offers posted by Transporter on its Interactive Website from time-to-time, the applicable rate shall be the maximum rate set forth on the currently effective rate Section of this Tariff. Where a Shipper has agreed to pay a Negotiated Rate, the rates assessed hereunder shall be governed by Section 35 of the General Terms and Conditions of this Tariff. A request for service at a Negotiated Rate shall specify the Negotiated Rate on which the Shipper is willing to agree.

##### 5.1 Wheeling Service Charges

- (a) For Wheeling Service provided under this Rate Schedule WS, Shipper shall pay Transporter for each Dth of Gas delivered to Shipper, or for Shipper's account, the applicable maximum Commodity Rate set forth in this Tariff, unless otherwise agreed to in writing between Shipper and Transporter.
- (b) Shipper shall reimburse Transporter for Lost and Unaccounted-for Gas in connection with Wheeling Service at the applicable reimbursement percentage set forth in this Tariff.

- 5.2 (a) Shipper shall reimburse Transporter, within five (5) Days after receiving an invoice from Transporter, for all fees incurred by Transporter which are required by the Commission or any regulatory body including, but not limited to, filing, reporting, and application fees to the extent such fees are specifically related to service for that Shipper hereunder and are not generally applicable fees (such as general rate case filing fees).

- (b) 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. Shipper may elect to (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. If a contribution in aid of construction (CIAC) is paid by the Shipper in accordance with the construction of facilities agreement and such transaction is determined to be taxable, it shall be increased by an amount (Tax Reimbursement) to compensate for the corporate income tax effects thereof, according to the following formula:

$$\text{Tax Reimbursement} = [\text{Tax Rate} \times (\text{CIAC} - \text{Present Value of Tax Depreciation})] \times [1 + \{\text{Tax Rate}/(1 - \text{Tax Rate})\}]$$

- 5.3 The ACA charge will be assessed on Wheeling Service provided hereunder, as provided in Section 32 of the General Terms and Conditions of this Tariff.
- 5.4 (a) Transporter shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in: (1) the rates, charges, terms and conditions applicable under this Rate Schedule WS, including both the level and design of such rates and charges; and (2) the General Terms and Conditions of this Tariff. Further, Shippers may submit comments to the appropriate regulatory authority regarding any such changes that are proposed by Transporter.
- (b) If, at any time and from time-to-time, the FERC or any other governmental authority having jurisdiction in the premises allows or permits Transporter to collect, or to negotiate to collect, a higher rate for the service hereunder, the rate shall, subject to any contrary provision of the WS Agreement or a separate rate agreement, be increased to the highest such rate. Should additional documentation be required in order for Transporter to collect such highest rate, Shipper shall execute or provide such documentation within ten (10) Days after a written request by Transporter. If, at any time and from time-to-time, the FERC or any other governmental authority having jurisdiction in the premises requires Transporter to charge a lower rate for transportation service hereunder, the rate shall, subject to any contrary provision of the WS Agreement or a separate rate agreement, be decreased to such reduced rate.
- 5.5 Transporter may from time-to-time and at any time, upon written notice, subject to any provisions on discounting in the WS Agreement or in a separate rate agreement, and subject to Section 13.6 of the General Terms and Conditions of this Tariff, charge any individual Shipper for service under this Rate Schedule WS a rate which is lower than the applicable maximum rate set forth in this Tariff; provided, however, that such rate charged may not be less than the applicable minimum rate for service under Rate Schedule WS set forth in this Tariff. Transporter will confirm any verbal notice of the applicable rate in writing. Such notification shall specifically state the effective date of such rate change and the quantity of Gas so affected.
- 5.6 All revenues collected and quantities retained by Transporter as a result of providing service under this Rate Schedule WS shall be retained by Transporter unless Transporter

has otherwise specifically agreed or been specifically ordered by FERC to provide for a different disposition of such amounts.

6. NOMINATIONS, SCHEDULING AND IMBALANCES

6.1 Shipper shall provide Transporter with daily Nominations of receipts and deliveries by Receipt and Delivery Point in accordance with the General Terms and Conditions of this Tariff. It shall be Shipper's responsibility to cause Gas to be delivered to Transporter at Receipt Point(s), and to cause Gas to be taken from Transporter at Delivery Point(s), in accordance with the information supplied to Transporter.

6.2 It shall be Shipper's responsibility to keep receipts and deliveries in Balance. Transporter may reschedule service hereunder to the extent necessary to bring receipts and deliveries into Balance. Any Imbalance between actual receipts and actual deliveries shall be eliminated by cashout or other means on a Monthly basis in accordance with the General Terms and Conditions of this Tariff, unless otherwise agreed to in writing by Transporter.

7. RECEIPT AND DELIVERY POINTS  
AND UPSTREAM AND DOWNSTREAM ARRANGEMENTS

7.1 A WS Agreement shall include all available Receipt and Delivery Points within a specified market hub, as set forth on Transporter's Interactive Website and as revised from time-to-time, subject to any applicable charges and in accordance with the General Terms and Conditions of this Tariff. Transporter's aggregate maximum obligation to accept and deliver Gas on an interruptible basis shall be specified in Dth in the WS Agreement. The quantities available at each Receipt and Delivery Point within a specified Hub, and the related priorities, shall be governed by the General Terms and Conditions of this Tariff.

7.2 Acceptable conditions of operation at Receipt and Delivery Points within a specified Hub are set forth in the General Terms and Conditions of this Tariff.

7.3 Shipper shall make all necessary arrangements with other parties: (1) at or upstream of the Receipt Point(s) where Gas is tendered to Transporter hereunder; and (2) at or downstream of the Delivery Point(s) where Transporter delivers Gas hereunder to or for the account of Shipper. Such arrangements must be consistent with this Rate Schedule WS and must be coordinated with Transporter.

8. OVERRUN SERVICE

8.1 Upon request of Shipper, Transporter may (but is not obligated to) receive, transport, and deliver on any Day, quantities of Gas in excess of Shipper's MDQ under the WS Agreement when, in Transporter's reasonable judgment, the Capacity and operating capability of its System will permit such receipt, transportation and delivery without impairing the ability of Transporter to meet its other obligations ("Authorized Overrun Service"). Requests for Authorized Overrun Service shall be subject to the Authorized

Overrun Service priorities set forth in the General Terms and Conditions of this Tariff. Authorized utilization by Shipper which exceeds its Capacity rights shall constitute Authorized Overrun Service provided by Transporter, and Shipper shall incur Authorized Overrun Service Charges as a result of such use. Shipper shall pay Transporter the maximum rate for Authorized Overrun Service set forth in this Tariff unless otherwise agreed to in writing by Transporter.

- 8.2 For any Overrun Service hereunder which is not Authorized Overrun Service ("Unauthorized Overrun Service"), Shipper shall pay Transporter, in addition to the Authorized Overrun Service Charge, an Unauthorized Overrun Service Charge per Dth equal to the Unauthorized Overrun Rate multiplied by the amount of gas in Dth tendered to Transporter or deliveries to Shipper under a WS Agreement which exceeds the MDQ under such WS Agreement. The maximum Unauthorized Overrun Rate is \$10/Dth, which may be discounted to any level between zero and such maximum rate. Any charges for an unauthorized overrun in excess of the Authorized Overrun Charge shall be waived by Transporter if the unauthorized overrun does not cause operational problems. If Transporter does not waive an Unauthorized Overrun Charge, it will provide a written explanation of the operational problem(s) caused by the overrun upon request from a Shipper subject to the Unauthorized Overrun Charge.

## 9. GENERAL TERMS AND CONDITIONS

The provisions of the General Terms and Conditions of this Tariff, as such provisions may be amended from time-to-time, are hereby incorporated by reference and made a part of this Rate Schedule. To the extent that the General Terms and Conditions are inconsistent with the provisions of this Rate Schedule, the provisions of this Rate Schedule shall govern.

## **RATE SCHEDULE PALS PARK AND LOAN SERVICE**

### **1. AVAILABILITY**

- 1.1 This Park and Loan Service (PALS) Rate Schedule is an interruptible service available to any Shipper which:
- (a) submits to Transporter a valid request for service under this Rate Schedule PALS as defined in Section 4 hereof and executes an Agreement for such service (PALS Agreement); and
  - (b) enters into one or more valid PALS Request Orders (PALS RO), as defined in Section 4 hereof which, when executed by Transporter and Shipper, shall evidence their agreement as to the terms of the particular transaction(s) to park and loan Gas pursuant to the PALS Agreement.
- 1.2 Shipper shall arrange separately with Transporter and others as necessary for any transportation attendant to the PALS service provided hereunder, i.e., in delivering Gas to or taking Gas away from the designated Point(s), and Shipper shall pay separately for such transportation service.
- 1.3 Shipper shall provide Transporter with reasonable assurances that Shipper can satisfactorily perform under an applicable PALS RO.

### **2. APPLICABILITY AND CHARACTER OF SERVICE**

- 2.1 This Rate Schedule PALS shall apply to all PALS services which are rendered by Transporter pursuant to an executed PALS Agreement and related PALS RO. Under Rate Schedule PALS, a Shipper may nominate a quantity of Gas at mutually agreeable point(s) on Transporter's System, to be parked or loaned by Transporter for a specified period defined in the PALS RO. It is understood that Transporter is providing this PALS service hereunder through the use of its line pack and/or operational Gas; Transporter is not providing a Gas supply service under this Rate Schedule PALS, nor is Transporter providing an attendant firm or interruptible transportation service to or from the PALS point(s). Contracting for and nominating service to and from the designated point(s) shall be the Shipper's sole responsibility.
- 2.2 Under this Rate Schedule PALS, Transporter shall only park Gas or loan Gas to the extent Transporter determines that such actions are not detrimental to its ability to satisfy any of its existing obligations with higher priority service or to meet System operational

needs. Transporter may, based on its reasonable determination of its operational capability and in a non-discriminatory manner, interrupt or decline to schedule any or all of the services hereunder and, if such actions are required to avoid interference with firm service or to protect the integrity of the System, will do so prior to invoking the procedures of Section 37, Operational Controls, of the General Terms and Conditions of this Tariff and subject to Section 8 of this Rate Schedule PALS.

- 2.3 All mutually agreeable points of receipt and delivery on Transporter's System are available on a non-discriminatory basis for service under this Rate Schedule PALS. Unless an alternative point is agreed upon by Transporter and Shipper, the same point must be utilized to initiate and to complete a specific park or loan transaction. If an alternative point is agreed upon, Shipper must pay for additional transportation service between the agreed-upon Receipt and Delivery Points under a separate transportation service agreement. The specific point(s) for a park or loan shall be set forth in the applicable PALS RO.
- 2.4 Subject to the provisions of Section 2.2 above, Park and Loan Services available under this Rate Schedule PALS include:
- (a) Park Service, which shall consist of Transporter receiving a specified quantity of Gas at the designated Receipt Point(s) on the designated date(s), requested by Shipper under a PALS RO and approved by Transporter; Transporter's holding of such parked quantity of Gas for Shipper's account and Transporter's redelivery of the parked quantity of Gas to Shipper at the designated Delivery Point(s) and on the designated date(s) set forth in such PALS RO;
  - (b) Loan Service, which shall consist of Transporter lending a specified quantity of Gas, requested by Shipper and approved by Transporter, from designated Delivery Point(s) set forth in Shipper's PALS RO and the Shipper's redelivery of and Transporter's acceptance of such quantities for Shipper's account at the designated Receipt Point(s) on the designated date(s) set forth in such PALS RO.
- 2.5 Transporter will post on its Interactive Website the availability of PALS from time-to-time.
- 2.6 The Park and Loan Service provided for under this Rate Schedule PALS shall be performed under Part 284 of FERC's Regulations. Shipper shall only tender Gas under this Rate Schedule PALS to the extent service hereunder would qualify under the applicable statutes, regulations, FERC orders and the certificate(s) authorizing service by Transporter under this Rate Schedule PALS. For service under Subpart B of Part 284, Shipper shall provide to Transporter with its initial request for service appropriate certification, including sufficient information, in order for Transporter to verify that the service qualifies under Subpart B of Part 284 of the Regulations. Where required by FERC's Regulations, Shipper shall cause the intrastate pipeline or local distribution company on whose behalf the service will be provided to submit any necessary

certification. Shipper shall provide the actual end-user purchaser name(s) to Transporter if Transporter must provide them to the FERC.

### 3. NOMINATIONS AND SCHEDULING

- 3.1 It shall be Shipper's sole responsibility to provide Transporter with daily Nominations of the quantity of Gas to be received or delivered at the Receipt or Delivery Point(s) under the applicable PALS RO. Nominations for any Day or for any Nomination cycle must be consistent with the PALS RO. It shall also be Shipper's responsibility to cause Gas to be delivered to Transporter and to cause Gas to be received from Transporter in accordance with the PALS RO. Nominations shall be subject to confirmation and scheduling in accordance with the General Terms and Conditions of this Tariff. If a Nomination for payback on a loan, or withdrawal on a park is consistent with the PALS RO but cannot be confirmed by Transporter, the Shipper must continue to nominate on subsequent Days until Transporter can confirm the Nomination, unless the parties agree on a revised PALS RO. Service under Rate Schedule PALS is provided on an interruptible basis.
- 3.2 Priorities of service for the purposes of scheduling and curtailment shall be governed by Section 3 and 11 of the General Terms and Conditions of this Tariff.
- 3.3 In the event it is necessary to decline to schedule or to interrupt, curtail or suspend service under PALS because of operational conditions or to satisfy obligations with a higher priority, Transporter shall provide actual notice to Shipper. In that event, Shipper must comply with the directive(s) contained in Transporter's notification within the time specified.
- 3.4 If Shipper fails to comply with the requirements set out in a notification under Section 3.3 above, then Section 8 of this Rate Schedule PALS shall apply.

### 4. VALID REQUESTS FOR PALS AGREEMENT(S) AND FOR PALS RO(S)

- 4.1 A request for service under this Rate Schedule PALS and a PALS RO shall be valid as of the date received if it complies with this Section 4 and contains adequate information on all of the items specified in Sections 4.2(a) and 4.2(b), respectively, subject to any necessary verification of such information and to the following:
- (a) A request shall not be valid and Transporter shall not be required to grant any such request: (1) which could in Transporter's judgment interfere with efficient operation of its System or with service to any firm Shipper; (2) which would require the construction, modification, expansion, or acquisition of any facilities to enable it to perform such services; provided, however, that Transporter may agree in its reasonable discretion to construct, modify, expand, or acquire any facilities; (3) unless and until Shipper has provided Transporter with the information required in Section 4.2 hereof and the assurances required under Section 1.3 hereof; (4) if Transporter determines, based on the credit analysis



referenced in Section 4.2(a), that Shipper does not possess sufficient financial stability to make it reasonably likely the service provided hereunder will be paid for on a timely basis; (5) if the service requested would not comply with this Rate Schedule PALS; or (6) if the service requested is at less than the applicable maximum rate; provided, however, that Transporter may agree to provide service hereunder at a discount consistent with this Rate Schedule PALS. Nothing herein is intended to govern the scheduling and curtailment of service once a request for service has been granted pursuant to Section 4 hereof and while Agreements under this Rate Schedule are in effect. Such matters are governed by Section 3 of this Rate Schedule and the applicable General Terms and Conditions of this Tariff.

- (b) Transporter shall promptly notify Shipper if it cannot satisfy an otherwise valid request, in whole or in part, due to lack of Capacity or System capability or if the request is incomplete or does not comply with this Rate Schedule PALS.
  - (1) Any request shall be null and void unless it is complete and complies with this Rate Schedule PALS.
  - (2) If Transporter cannot satisfy a request due to insufficient System Capacity or capability, such request shall be deemed null and void upon notification by Transporter that it cannot perform the service requested. Transporter may at any time tender a PALS Agreement to Shipper, consistent with Shipper's request, which may be conditional on the future availability of System Capacity and capability.
  - (3) Transporter shall tender a PALS Agreement to Shipper for execution when Shipper's request for service is accepted. Unless waived by Transporter, a request for service shall be invalid if Shipper fails to execute a PALS Agreement hereunder within ten (10) Days after Transporter has tendered a PALS Agreement for execution. An executed PALS RO must be submitted to Transporter prior to commencement of service.

- 4.2 Requests for service hereunder shall be deemed valid only after Shipper has entered into all necessary arrangements to assure that upstream and downstream transportation, if any, will be in place prior to the commencement of service on Transporter's pipeline, and the following information is provided to Transporter by Shipper via Transporter's Interactive Website or in writing to:

TRAILBLAZER PIPELINE COMPANY LLC  
Commercial Operations  
370 Van Gordon Street  
Lakewood, CO 80228  
e-mail: TEP@tallgrassenergyllp.com

- (a) For a PALS Agreement to be valid, the following information must be provided:

(1) TERM OF SERVICE

The request shall specify a minimum term of 24 hours, the date service is requested to commence and to terminate (primary term), whether the request is subject to an evergreen provision (permitting an extension) and/or a buyout provision (permitting early termination).

(2) CREDIT

Acceptance of a request is contingent upon a satisfactory credit appraisal by Transporter in accordance with the General Terms and Conditions of this Tariff.

(3) COMPLIANCE WITH PALS TARIFF

Submission of a request for service hereunder shall be deemed agreement by Shipper that it will abide by the terms and conditions of this Rate Schedule PALS, including the applicable General Terms and Conditions of this Tariff for any Park and Loan Service provided under the PALS Agreement and any related PALS RO.

(4) COMMISSION-REQUIRED FILING INFORMATION

The following information is to be provided at the time a request for service hereunder is submitted, and shall be updated when any PALS RO is executed:

- (a) Affiliation of the Shipper with Transporter, if any;
- (b) The identity of the Shipper, including whether it is a local distribution company, an end-user, a producer, a marketer, or other customer type.

- (b) To implement a specific park and/or loan transaction, Transporter and the Shipper with a PALS Agreement in effect shall enter into a PALS RO. For a PALS RO to be valid, the following information must be provided:

(1) SERVICE TYPE/PALS AGREEMENT

The PALS RO must specify that it relates to service under Rate Schedule PALS and must specify the PALS Agreement to which the PALS RO relates.

(2) GAS QUANTITIES

The PALS RO shall specify in Dth the Maximum Aggregate Quantity (MAQ RO) and the Maximum Daily Quantity (MDQ RO) to be parked and/or loaned under the specific transaction. The PALS RO shall specify the minimum daily and aggregate quantities and shall set out a park and/or loan schedule containing the quantity and timing information specified in Section 7 of this Rate Schedule PALS.

(3) POINTS

The PALS RO shall specify the point(s) at which Gas is to be parked or loaned. Any mutually agreeable point(s) on Transporter's System may be utilized for service under this Rate Schedule PALS. Unless otherwise mutually agreed, the point for completion of the park and loan must be the same as the point at which the park or loan was initiated.

(4) TERM OF SERVICE

(a) The request shall specify:

(1) The date service is requested to commence;

(2) The date service is requested to terminate.

(b) The term may include a range of permitted commencement and termination dates for service under the PALS RO, or for any portion of such service. No termination date may extend beyond the term of the PALS Agreement.

(5) SHIPPER CONTACT PERSONNEL

The PALS RO shall specify the person(s) to be contacted by Transporter in connection with the PALS RO.

(6) RATE

The PALS RO shall specify the rates under Section 6.1 of this Rate Schedule PALS at which the park or loan service will be provided. Rates may vary by time period, quantities or other permissible discounting parameters, within the applicable maximum and minimum rates.

(7) SHIPPER ASSURANCES

Shipper shall provide Transporter the assurances required by Section 1.3 of this Rate Schedule PALS in connection with each PALS RO.

5. TERM

- 5.1 The term of service hereunder shall be set forth in the PALS Agreement between Shipper and Transporter and shall not be less than 24 hours. The PALS RO shall have a separately stated term or terms applicable to a particular transaction, which term may not extend beyond the term of the related PALS Agreement; provided, however, that both the PALS Agreement and related PALS RO(s) may include a buyout provision, permitting early termination by Shipper or Transporter subject to a mutually agreed upon exit fee. Upon termination of any PALS Agreement and of any PALS RO, service by Transporter to Shipper thereunder shall be terminated and automatically abandoned.
- 5.2 Transporter may terminate any PALS Agreement if Transporter is required by the FERC or some other agency or court to provide service for others utilizing the interruptible system Capacity or capabilities required for service under such PALS Agreement, or if Transporter ceases (after receipt of any requisite regulatory authorization) to offer service of the type covered by the PALS Agreement. Settlement of such terminated Agreement shall be pursuant to Section 8.4 of this rate schedule.

6. RATE

- 6.1 (a) For the Park and Loan Service rendered to Shipper under this Rate Schedule PALS, Shipper shall pay Transporter each Month the sum of the following charges:
- (i) the Initial Charge, which shall be the product of the Initial Rate multiplied by each unit of Gas tendered for park or taken for loan during that Month;
  - (ii) the Park/Loan balance Charge, which shall be the product of the Park/Loan balance Rate multiplied by each unit of Gas which is parked or loaned under this Rate Schedule PALS for that Month (such charge shall be calculated on the basis of the daily ending balance for each PALS RO for each Day of the Month); and
  - (iii) the Completion Charge, which shall be the product of the Completion Rate multiplied by each unit of Gas returned to Transporter on

completion (payback) of a loan or received by Shipper on completion (reversal) of a park that Month.

- (b) The maximum and minimum rate(s) applicable to this Rate Schedule PALS are set forth in the Currently Effective Rates section of this Tariff. On any Day, the sum of the Initial Rate, the Park/Loan balance Rate and the Completion Rate assessed for any park or loan may not exceed the maximum PALS Initial Rate on a per unit basis.
- (c) By mutual agreement between Transporter and Shipper, which is consistent with the pro forma Agreement set out in this Tariff, discounts or Negotiated Rates may be limited to specific quantities and/or specific periods. However, where a Shipper has agreed to pay a Negotiated Rate or a rate under a Negotiated Rate Formula, the rates assessed hereunder shall be governed by Section 35 of the General Terms and Conditions of this FERC Gas Tariff. A request for service at a Negotiated Rate or a rate under a Negotiated Rate Formula shall specify the Negotiated Rate or Negotiated Rate Formula on which the Shipper and Transporter agree.
- (d) If a Shipper has submitted a Nomination for a payback on a loan or a withdrawal on a park, and that Nomination is consistent with the PALS RO but is not confirmed by Transporter, the Park/Loan balance Rate shall only be assessed as if the Nomination had been confirmed.
- (e) Shipper shall pay any other applicable charges, penalties and fees set out in this Rate Schedule PALS or the General Terms and Conditions of this Tariff. Deviations from the approved PALS RO nominated quantities when compared to the allocated quantities will be assessed cashout charges under Section 12 of the General Terms and Conditions of this Tariff.
- (f) Charges payable by any Shipper shall be based on the maximum rates set forth in this Tariff applicable to Rate Schedule PALS, which rates are hereby incorporated herein, unless a lower rate for the charge under subsection 6.1(a) of this Rate Schedule is specified in the PALS RO. However, where a Shipper has agreed to pay a Negotiated Rate, the rates assessed hereunder shall be governed by Section 35 of the General Terms and Conditions of this Tariff. A request for service at a Negotiated Rate shall specify the Negotiated Rate on which the Shipper and Transporter agree.
- (g) The charges referenced herein cover only Park and Loan Services. Shipper must contract separately for any transportation service required for Shipper to move Gas to or away from the point(s) specified in the PALS RO.

## 6.2 Overrun Service

- (a) Upon request of Shipper, Transporter may (but is not obligated to) Park, Park payback, loan, loan payback on any Day, quantities of Gas in excess of Shipper's MAQ / MDQ or in excess or under the contracted initial quantity, balance quantity or completion quantity under the PAL Agreement when, in Transporter's reasonable judgment, the Capacity and operating capability of its System will permit such a transaction without impairing the ability of Transporter to meet its other obligations ("Authorized Overrun Service"). Requests for Authorized Overrun Service shall be subject to the Authorized Overrun Service priorities set forth in the General Terms and Conditions of this Tariff. Authorized utilization by Shipper which exceeds its Capacity rights or if Shipper fails to comply with any quantity or timing parameter in a PALS RO (unless the failure results from Transporter not confirming a Nomination properly submitted) shall constitute Authorized Overrun Service provided by Transporter, and Shipper shall incur Authorized Overrun Service Charges as a result of such use. Shipper shall pay Transporter the maximum rate for Authorized Overrun Service set forth in this Tariff unless otherwise agreed to in writing by Transporter.
- (b) For any Overrun Service hereunder which is not Authorized Overrun Service ("Unauthorized Overrun Service"), Shipper shall pay Transporter, in addition to the Authorized Overrun Service Charge, an Unauthorized Overrun Service Charge per Dth equal to the Unauthorized Overrun Rate multiplied by the amount of gas in Dth for Park, park payback, loan or loan payback for Shipper under a PAL Agreement which exceeds the MAQ / MDQ, or in excess or under the contracted initial quantity, balance quantity or completion quantity under such PAL Agreement. The maximum Unauthorized Overrun Rate is \$10/Dth, which may be discounted by Transporter to any level between zero and such maximum rate. Any charges for an unauthorized overrun in excess of the Authorized Overrun Charge shall be waived by Transporter if the unauthorized overrun does not cause operational problems. If Transporter does not waive an Unauthorized Overrun Charge, it will provide a written explanation of the operational problem(s) caused by the overrun upon request from a Shipper subject to the Unauthorized Overrun Charge.
- (c) Such Unauthorized Overrun Service Charge shall only be assessed during the Operational Flow Order, Critical Time, and Unilateral Action phases of Transporter's Operational Control Sequence, as defined in Section 37 of the General Terms and Conditions of this Tariff. The Unauthorized Overrun Service Charge billed and collected by Transporter shall be refunded, net of cost, pursuant to Section 37 of the General Terms and Conditions of this Tariff.
- (d) In each instance when an Unauthorized Overrun Service Charge is incurred, Transporter shall have the right to review the circumstances surrounding the Unauthorized Overrun Service Charge incurrence and, in its judgment, may waive all or a portion of the Unauthorized Overrun Service Charges. Any such waiver shall be granted on a non-discriminatory basis to all Shippers that

incurred an Unauthorized Overrun Service Charge in that instance. Such waiver, if granted, shall be posted on Transporter's Interactive Website, as required by applicable FERC rules and regulations.

- (e) Further, any Unauthorized Overrun Service Charge shall be waived by Transporter if there were no operational problems caused as a result of the unauthorized overrun which led to the application of such charge to a Shipper. If Transporter does not waive an Unauthorized Overrun Charge in the circumstances described in this section, Transporter shall, upon request from a Shipper assessed an Unauthorized Overrun Service Charge, provide a written explanation of the reason the Unauthorized Overrun Service Charge was not waived.

- 6.3 (a) Shipper shall reimburse Transporter within five (5) Days after receiving an invoice from Transporter for all fees incurred by Transporter which are required by the FERC or any regulatory body including, but not limited to, filing, reporting, and application fees to the extent such fees are specifically related to service for that Shipper hereunder and are not generally applicable fees (such as general rate case filing fees).

- (b) If Transporter constructs, acquires or modifies any facilities to perform service hereunder, then, as specified in an Agreement related thereto between the parties Shipper shall reimburse Transporter for the cost of such facilities or facility modifications as described in Section 6 of the General Terms and Conditions of this Tariff

- 6.4 (a) Transporter shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in: (1) the rates, charges, terms and conditions applicable under this Rate Schedule PALS, including both the level and design of such rates and charges; and (2) the General Terms and Conditions of this Tariff. Further, Shippers may submit comments to the appropriate regulatory authority regarding any such changes that are proposed by Transporter.

- (b) If, at any time and from time-to-time, the FERC or any other governmental authority having jurisdiction in the premises allows or permits Transporter to collect, or to negotiate to collect, a higher rate for the service hereunder, the rate shall, subject to any contrary provision of the PALS Agreement or PALS RO, be increased to the highest such rate. Should additional documentation be required in order for Transporter to collect such highest rate, Shipper shall execute or provide such documentation within fifteen (15) Days after a written request by Transporter. If, at any time and from time-to-time, the FERC or any other governmental authority having jurisdiction in the premises requires Transporter to charge a lower rate for service hereunder, the rate shall, subject

to any contrary provision of the PALS Agreement or PALS RO, be decreased to such reduced rate.

- 6.5 Transporter may from time-to-time and at any time, upon twenty-four (24) hours' verbal or written notice, subject to any provisions on discounting in the PALS Agreement or PALS RO, and subject to Section 13.6 of the General Terms and Conditions of this Tariff, charge any individual Shipper for service under this Rate Schedule PALS a rate which is lower than the applicable maximum rate set forth in this Tariff; provided, however, that such rate charged may not be less than the applicable minimum rate for service under Rate Schedule PALS set forth in this Tariff. Unless otherwise agreed in the PALS Agreement or PALS RO, Transporter may at any time further change such rate (subject to any restrictions as to maximum or minimum rates set out in this Tariff, the PALS Agreement and/or PALS RO) upon twenty-four (24) hours' verbal notice to Shipper, which notice shall be confirmed in writing. Such notification shall specifically state the effective date of such rate change and the quantity of Gas so affected. Transporter shall file with the FERC any and all reports as required by FERC's Regulations with respect to the institution or discontinuance of any discount.
- 6.6 All revenues collected and quantities retained by Transporter as a result of providing service under this Rate Schedule PALS shall be retained by Transporter, except as provided otherwise in the Tariff General Terms and Conditions or if Transporter has otherwise specifically agreed, or been ordered by FERC, to provide for a different disposition of such amounts.

## 7. QUANTITY

Each PALS RO shall specify in Dth the MAQ RO, and a daily schedule of the quantities (including the MDQ RO) to be parked and/or loaned under the specific transaction. The daily schedule of returned quantities by the Shipper or Transporter shall also be specified in the PALS RO. The quantities may be specified as a range of quantities (maximum and minimum aggregate and daily quantities and the related time periods) to be parked and/or loaned and returned, and the schedule may include the flexibility to do either a park or a loan within specified quantity and time limits. The schedule may provide for flexibility in total quantities and in the daily quantities parked and/or loaned, in the timing of the park or the loan (or any portion thereof), in the duration of the park and/or loan (or portion thereof) and/or in the timing of the completion of the park or loan (or portion thereof) by the return of Gas to the Shipper or to Transporter, and shall specify the limits of the flexibility allowed. Subject to the flexibility specified in the PALS RO, the MDQ RO shall be the maximum quantity Transporter is obligated, on an interruptible basis, to receive from or deliver to Shipper hereunder on the specified Day. The MAQ RO shall be the maximum aggregate quantity Transporter is obligated to park or loan for the account of Shipper hereunder on an interruptible basis for the specific transaction covered by the PALS RO. The minimum aggregate and daily quantities to be parked and/or loaned and returned on an interruptible basis shall also be specified in the PALS RO schedule. The sum total of a Shipper's MAQ ROs and MDQ ROs shall not exceed the MAQ and MDQ specified in the PALS Agreement. If a Shipper exceeds the timing parameter in the



applicable PALS RO (unless such failure is due to Transporter not confirming a Nomination properly submitted), it shall be subject to Overrun Service Charges consistent with Section 6.2 of this Rate Schedule.

## 8. MANDATORY BALANCING

8.1 Mandatory Balancing shall apply in the following instances: (a) at the end of the term specified in any applicable PALS Agreement or PALS RO; (b) where the Shipper fails to comply either with the requirements of Transporter's notice referenced in Sections 3 or 8.3(b) hereof; or (c) where Shipper fails to comply with the schedule of activities set forth in the applicable PALS RO and the deviation has not been agreed to and confirmed by Transporter.

8.2 Transporter shall require Mandatory Balancing effective the next Day prior to issuing Critical Time Operational Flow Orders pursuant to the notice provisions of Section 37.7 of the General Terms and Conditions of this Tariff, if Transporter reasonably determines that doing so would facilitate System operations and minimize the frequency and severity of Operational Flow Orders in the affected region(s).

8.3 (a) In the event that Transporter notifies a PALS Shipper under this Section 8 or Section 3 of this PALS Rate Schedule, such notice shall specify the parked balance to be removed or the loaned balance to be returned, up to the full MAQ, and the timeframe within which the balance must be effectuated, but the specified timeframe shall not be less than three (3) Days (in one-third daily increments) from the date of notification. Transporter may allow additional time for contract balancing when operational conditions permit. Notification shall first be provided by telephone and then by e-mail or in writing. General notices will be posted on Transporter's Interactive Website. In instances when notification is required during times other than normal business hours, Transporter will provide such notification by telephone. To the extent Shipper fails to comply with such notice, the PALS RO shall terminate and the provisions of Section 8.4 hereof shall apply.

(b) In the event that a Shipper fails to comply with the schedule of activities set forth in the applicable PALS RO, Transporter shall notify Shipper, as provided above in Section 8.3(a), and the PALS RO shall be subject to termination in accordance with the terms of such notice. The provisions of Sections 8.4(a) and 8.4(b) hereof shall then apply.

8.4 (a) In the event that Shipper still has Gas parked at the end of the term of the PALS RO, Transporter will notify Shipper according to Section 8.3 above. If Shipper fails to comply with the notice pursuant to Sections 3 and 8.3 above, the remaining balance shall be forfeited to Transporter, free and clear of any adverse claims. The realized value, net of applicable costs, of such forfeited Gas is subject to refund in accordance with Section 37 of the General Terms and Conditions of this Tariff. For each Day during the period between the end of the

contract term and the last day of any remaining balance, Shipper shall pay Transporter the maximum applicable PALS rate pursuant to this Tariff, unless such other applicable balance and/or rate is agreed to in the PALS RO.

- (b) Conversely, if the Shipper has not redelivered Gas which was loaned by Transporter by the end of the term of the PALS RO or within the timeframe specified in the notice in Sections 3 and 8.3 above, the Shipper must purchase the unreturned balance at 150% of the highest MIP (as defined in Section 12.3 of the Tariff General Terms and Conditions) in effect during the term of the applicable PALS RO. In the event that the information used to determine the MIPs for the term of the loan is not available, then the Shipper must purchase the unreturned balance at 150% of the highest MIP as described in Section 12.3(e) of the Tariff General Terms and Conditions. If Operational Flow Orders are in effect on the date Shipper is required to comply with the notice, Shipper shall be subject to the highest charges set forth in Section 37 of the General Terms and Conditions of this Tariff.

The amounts collected in excess of 100% of the highest daily price, as applicable, net of costs, are subject to refund in accordance with Section 37 of the General Terms and Conditions of this Tariff. If Operational Flow Orders are in effect on the date Shipper is required to comply with the notice, Shipper shall be subject to the highest penalty charges set forth in Section 37 of the General Terms and Conditions of this Tariff.

- (c) The tariff provisions of this Section 8.4 will be implemented by Transporter on a non-discriminatory basis. In each instance when an amount is collected pursuant to Section 8.4.(b) due to failure of Shipper to redeliver, Transporter shall have the right to review the circumstances surrounding such failure to redeliver and, in its judgment, may waive all or a portion of the amount collected in excess of 100% of the highest daily price. Any such waiver shall be granted on a non-discriminatory basis to all Shippers from whom amounts were collected in that instance. Such waiver, if granted, shall be posted on Transporter's Interactive Website, as required by applicable FERC rules and regulations.

- 8.5 (a) In circumstances where Shipper is unable to eliminate its PALS RO balance because Transporter is unable to accept the PALS RO Nomination, Shipper shall take any action to reduce the balance which Transporter can accommodate and Shipper shall be granted additional time to eliminate its PALS RO balance corresponding to the time Transporter was unable to accept the PALS RO Nomination. Shipper shall not incur any penalty as to that portion of the balance resulting from Transporter's inability to accept the PALS RO Nomination. Such extension shall only apply in instances where a Shipper's inability to eliminate the PALS RO balance is attributable to Transporter's inability to accept and confirm PALS RO Nominations. Shipper remains

responsible to nominate the appropriate level of transportation to meet Transporter's notification requirements.

- (b) To the extent that Shipper's allocated quantity is more or less than the nominated and confirmed quantity, Transporter shall notify Shipper no later than ten (10) Business Days after the end of the Month following the end date of the PALS RO. Shipper shall be afforded three (3) Business Days after the notice to make up the quantity deficiency either through removal or by providing Gas in kind, without penalty or daily fees. Unless otherwise agreed by Transporter, any quantity not removed or repaid in-kind shall be subject to the provisions of Section 8.4.

9. GENERAL TERMS AND CONDITIONS

The provisions of the General Terms and Conditions of this Tariff, as such provisions may be amended from time-to-time, are hereby incorporated by reference and made a part of this Rate Schedule. To the extent that the General Terms and Conditions are inconsistent with the provisions of this Rate Schedule, the provisions of this Rate Schedule shall govern.