

FORMS OF SERVICE AGREEMENTS

Preliminary Statement

Pursuant to Transporter's "Tariff Implementation & Compliance" filing submitted in Docket No. RP11-2196 and in compliance with the electronic tariff requirements of Docket No. RM01-5, the pro forma service agreements contained in this Tariff are modified to reflect revised GT&C section references. (See below for the new section references.) As such, the currently executed TSAs shall remain in effect and shall not be rendered non-conforming due to these modified references.

Former Section Reference

Section 31
Section 28
Section 17

Current Section Reference

Section 4.13
Section 29
Section 24

FORMS OF SERVICE AGREEMENTS

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

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FT

Agreement No. _____

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE FT

between

RUBY PIPELINE, L.L.C.

and

(Shipper)

DATED: _____

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

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FT

Agreement No. _____

Transportation Service Agreement
Rate Schedule FT
Dated: _____

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

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and Incorporation by Reference: Transporter's FERC Gas Tariff Original Volume No. 1, as the same may be amended or superseded from time to time ("Tariff").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

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

The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement. Parties agree that on in-service date the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.

- (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.
- (iii) _____.
6. Receipt and Delivery Points: Shipper agrees to tender Natural Gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver Natural Gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. Rates and Surcharges: As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT and Section 4.13 or Section 4.14 of the GT&C. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.
8. Negotiated Rate: Yes _____ No _____
9. Maximum Delivery Quantity ("MDQ"): _____ (Insert "Annual" or "Winter", if applicable)
- | MDQ
(Dth/d) | Effective Date |
|----------------|----------------|
| _____ | _____ |
10. Term of Firm Transportation Service: _____
- [Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights of first refusal, (iv) interim capacity limitations, and/or (v) related termination provisions, as applicable.]
- For capacity for the period between the months of ____ through ____ each year of the term described above. (Use only when applicable, pursuant to Section 2.5 of Rate Schedule FT.)
11. Notices, Statements, and Bills:
- To Shipper:
- Invoices: _____
- _____
- _____
- Attn: _____
- _____
- All Notices: _____

Attn: _____

To Transporter: See “Points of Contact” in the Tariff.

12. Effect on Prior Agreement(s): _____

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

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

TRANSPORTER:

SHIPPER:

RUBY PIPELINE, L.L.C.

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, ____.

_____ day of _____, ____.

Agreement No. _____

EXHIBIT A

to

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

RUBY PIPELINE, L.L.C.
and

(Shipper)

Dated: _____

Shipper's Maximum Delivery Quantity ("MDQ"): See ¶ _____

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

Primary Receipt Point(s) (including, among other things, Point Identification Number (PIN) and Point Identification Number Name) (1)

Primary Delivery Point(s) (including, among other things, Point Identification Number (PIN) and Point Identification Number Name) (1)

Primary path(s)

Effective Dates

Primary Receipt Point Quantity (Dth per Day) (2)

Primary Delivery Point Quantity (Dth per Day) (3)

Minimum Pressure p.s.i.g.

Maximum Pressure p.s.i.g.

Notes: [Insert as applicable]

- (1) Information regarding receipt and delivery point(s), including legal descriptions, measuring parties, and interconnecting parties, shall be posted on Transporter's Electronic Bulletin Board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each receipt point quantity may be increased by an amount equal to Transporter's FL&U percentages. Shipper shall be responsible for providing FL&U at each receipt point on a pro rata basis based on the quantities received on any Day at a receipt point divided by the total quantity delivered at all delivery points under this Transportation Service Agreement.

- (3) The sum of the delivery quantities at all delivery point(s) shall be equal to Shipper's MDQ.

Agreement No. _____

EXHIBIT B

to

TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

RUBY PIPELINE, L.L.C. (Transporter)
and

(Shipper)

Dated: _____

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

Primary Receipt Point(s) (including, among other things, Point Identification Number (PIN) and Point Identification Number Name)
Secondary Receipt Point(s) (including, among other things, Point Identification Number (PIN) and Point Identification Number Name)
Primary Delivery Point(s) (including, among other things, Point Identification Number (PIN) and Point Identification Number Name)
Secondary Delivery Point(s) (including, among other things, Point Identification Number (PIN) and Point Identification Number Name)
Reservation Rate (1)
Commodity Rate (1)
Term of Rate
Fuel (2)
Surcharges (3)
Electric Power Cost (4)
Authorized Daily Overrun Rate (1)(5)

Notes: [Insert as applicable]

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

- and/or -

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

As provided in GT&C Section 4.13 of Transporter's Tariff, the parties agree to the following discount rate(s) _____ (insert if applicable) which shall be payable regardless of quantities transported. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

- and/or –

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

As provided in GT&C Section 4.14 of Transporter's Tariff, the parties agree to the following negotiated rate(s) _____ (insert if applicable) which shall be payable regardless of quantities transported.

- (2) FL&U Reimbursement Percentages shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the parties.
- (3) Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as it may be changed from time to time, unless otherwise agreed to by the parties.

Greenhouse Gas Costs:

If any greenhouse gas costs are imposed pursuant to GT&C Section 29, Shipper shall pay such tax or costs through an additional surcharge. Such surcharges are in addition to any taxes or assessments Shipper is required to pay pursuant to GT&C Section 24.

ACA:

The ACA Surcharge shall be assessed pursuant to GT&C Section 17 of the Tariff.

- (4) EPC shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the parties.
- (5) Subject to Transporter's authorized maximum and minimum rates in effect from time to time, a rate of \$_____ per Dth shall apply to Authorized Daily Overrun of up to _____ Dth per Day.

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE IT

Agreement No. _____

INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE IT

between

RUBY PIPELINE, L.L.C.

and

(Shipper)

DATED: _____

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

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE IT

Agreement No. _____

Transportation Service Agreement
Rate Schedule IT
Dated: _____

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

1. Transporter: RUBY PIPELINE, L.L.C.
2. Shipper: _____
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Original Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. Changes in Rates and Terms. Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. Transportation Service: Transportation service at and between receipt point(s) and delivery point(s) shall be on an interruptible basis.
6. Receipt and Delivery Points: Systemwide

All receipt and delivery point(s) included on Transporter's master list of receipt and delivery point(s) as posted on its EBB.

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

7. Rates and Surcharges: As set forth in Exhibit A. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate pursuant to the rate provisions of Rate Schedule IT and Section 4.13 of the GT&C. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the agreement.
8. Negotiated Rate: Yes _____ No _____
9. Term of Interruptible Transportation Service: _____

This Agreement shall continue in full force and effect Month to Month thereafter unless terminated by written notice from one Party to the other upon 30-Day written notice. (Use only when applicable.)

10. Notices, Statements, and Bills:

To Shipper:

Invoices: _____

Attn: _____

All Notices: _____

Attn: _____

To Transporter: See “Points of Contact” in the Tariff.

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

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

TRANSPORTER:

RUBY PIPELINE, L.L.C.

Accepted and agreed to this

_____ day of _____, ____.

SHIPPER:

Accepted and agreed to this

_____ day of _____, ____.

Agreement No. _____

EXHIBIT A

to

INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE IT

between

RUBY PIPELINE, L.L.C.
and

(Shipper)

Dated: _____

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

Commodity Rate (1)
Effective Dates (See ¶____)
Fuel (2)
Surcharges (3)
Electric Power Cost (4)

Notes: [Insert as applicable]

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

-and/or-

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

As provided in GT&C Section 4.13 of Transporter's Tariff, the parties agree to the following discount rate(s) _____. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff

- and/or -

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

As provided in GT&C Section 4.14 of Transporter's Tariff, the parties agree to the following negotiated rate(s) _____.

- (2) FL&U Reimbursement Percentages shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the parties.
- (3) Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates in the Tariff, as it may be changed from time to time, unless otherwise agreed to by the parties.

Greenhouse Gas Costs:

If any greenhouse gas costs are imposed pursuant to GT&C Section 29, Shipper shall pay such tax or costs through an additional surcharge. Such surcharges are in addition to any taxes or assessments Shipper is required to pay pursuant to GT&C Section 24.

ACA:

The ACA Surcharge shall be assessed pursuant to GT&C Section 17 of the Tariff.

- (4) EPC shall be as stated on Transporter's Statement of Rates in the Tariff, as it may be changed from time to time, unless otherwise agreed between the parties.

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

Agreement No. _____

INTERRUPTIBLE PARKING AND LENDING SERVICE AGREEMENT

RATE SCHEDULE PAL

between

RUBY PIPELINE, L.L.C.

and

(Shipper)

DATED: _____

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

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

Agreement No. _____

Interruptible Parking and Lending Service Agreement

Dated: _____

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

1. Transporter: RUBY PIPELINE, L.L.C.
2. Shipper: _____
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Original Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement and the associated Park and Loan Service Request Order(s) ("PAL RO") in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement and the associated PAL RO(s) have the meanings given to them in the Tariff.
4. Changes in Rates and Terms. Transporter shall have the right to propose to the FERC such changes in its rates and terms of service as it deems necessary, and this Agreement and the associated PAL RO(s) shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. Parking and Lending Service: Upon Shipper's request Transporter may, on any Day and on an interruptible basis,
 - (a) hold (park) the quantity nominated to be parked for Shipper's account at the designated PAL Point(s) on the designated date(s) specified in Shipper's PAL RO upon approval from Transporter and withdraw of such quantity at the same point(s) on the designated date(s) in the PAL RO;
 - (b) advance (loan) quantities of Natural Gas nominated by Shipper at the PAL Point(s) on the designated date(s) specified in Shipper's PAL RO and approved by Transporter. Shipper shall pay back such advanced quantities on the designated date(s) at the same point(s) where the loan occurred as set forth in the PAL RO.
6. Rates and Surcharges: As set forth in the PAL RO.

7. Term of Parking and Lending Service: _____

This Agreement shall continue in full force and effect Month to Month thereafter unless terminated by written notice from one Party to the other upon 30-Day written notice. (Use only when applicable.)

8. Effect on Prior Agreement(s): _____.

9. Contact Information:

To Shipper: _____

Attn: _____

To Transporter: See “Points of Contact” in the Tariff.

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

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

TRANSPORTER:

SHIPPER:

RUBY PIPELINE, L.L.C.

Accepted and agreed to this

_____ day of _____, ____.

Accepted and agreed to this

_____ day of _____, ____.

Request Order No. _____

PAL SERVICE REQUEST ORDER (“PAL RO”)
related to
INTERRUPTIBLE PARKING AND LENDING SERVICE AGREEMENT
RATE SCHEDULE PAL

between

RUBY PIPELINE, L.L.C.

and

(Shipper)

Dated: _____

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

4. Schedule:

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

5. Park and Loan Rates: Unless otherwise agreed by the Parties in this PAL RO, the Park and Loan Rates for service shall be Transporter's then effective maximum rates for service under Rate Schedule PAL or other superseding Rate Schedule, as such rates may be changed from time to time. Pursuant to this PAL RO or Rate Schedule PAL, a discounted rate or a negotiated rate may apply pursuant to an agreement of the parties to this PAL RO based on GT&C Section 4.13 or GT&C Section 4.14, respectively. Rates may vary based on quantity, time period, etc.

<u>From</u>	<u>Through</u>	<u>Rate Description</u>	<u>Rate</u>
_____	_____	_____	_____
_____	_____	_____	_____

6. Negotiated Rate: Yes _____ No _____

7. Notices, Statements, and Bills:

To Shipper:

Invoices: _____

Attn: _____

All Notices: _____

Attn: _____

To Transporter: See “Points of Contact” in the Tariff.

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

TRANSPORTER:

SHIPPER:

RUBY PIPELINE, L.L.C.

Accepted and agreed to this

_____ day of _____, _____.

Accepted and agreed to this

_____ day of _____, _____.

FORM OF INTERRUPTIBLE HOURLY SWING SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE SS-1

Agreement No. _____

INTERRUPTIBLE HOURLY SWING SERVICE AGREEMENT

RATE SCHEDULE SS-1

between

RUBY PIPELINE, L.L.C.

and

(Operator)

DATED: _____

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

FORM OF INTERRUPTIBLE HOURLY SWING SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE SS-1

Agreement No. _____

Interruptible Hourly Swing Service Agreement
Dated: _____

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

1. Transporter: RUBY PIPELINE, L.L.C.
2. Operator: _____
3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Original Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. Changes in Rates and Terms. Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Operator's right to protest the same.
5. Transportation Service: Transportation service which allows the Operator, on an hourly basis, to receive more or less than 1/24th of the scheduled quantities of Gas at designated point(s) of delivery and which is on an interruptible basis.
6. Qualified Points: As specified in Exhibit A.
7. Rates and Surcharges: As set forth in Exhibit A. Operator shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Operator may mutually agree to a discounted rate pursuant to the rate provisions of Rate Schedule SS-1 and Section 4.13 of the GT&C. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the agreement.
8. Term of Interruptible Hourly Swing Service: _____

This Agreement shall continue in full force and effect Month to Month thereafter unless terminated by written notice from one Party to the other upon 30-Day written notice. (Use only when applicable.)

9. Notices, Statements, and Bills:

To Operator:

Invoices: _____

Attn: _____

All Notices: _____

Attn: _____

To Transporter: See “Points of Contact” in the Tariff.

10. Effect on Prior Agreement(s):_____.

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

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

TRANSPORTER:

OPERATOR:

RUBY PIPELINE, L.L.C.

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, ____.

_____ day of _____, ____.

Agreement No. _____

EXHIBIT A

to

INTERRUPTIBLE HOURLY SWING SERVICE AGREEMENT
RATE SCHEDULE SS-1

between

RUBY PIPELINE, L.L.C. (Transporter)
and

(Operator)

Dated: _____

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

Commodity Rate (1)
Qualified Point(s)
Effective Dates (See ¶____)
Surcharges (2)

Notes:

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

-and/or-

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

As provided in GT&C Section 4.13 of Transporter's Tariff, the parties agree to the following discount rate(s) _____. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff

- and/or -

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

As provided in GT&C Section 4.14 of Transporter's Tariff, the parties agree to the following negotiated rate(s) _____.

- (2) Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as it may be changed from time to time, unless otherwise agreed to by the parties. Such surcharges are in addition to any taxes or assessments Operator is required to pay pursuant to GT&C Section 24.

FORM OF HEADSTATION POOLING SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE HSP

Agreement No. _____

HEADSTATION POOLING SERVICE AGREEMENT

RATE SCHEDULE HSP

between

RUBY PIPELINE, L.L.C.

and

(Pooler)

DATED: _____

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

FORM OF HEADSTATION POOLING SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE HSP

Agreement No. _____

Headstation Pooling Agreement
Rate Schedule HSP
Dated: _____

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

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

All receipt point(s) included on Transporter's master list of receipt point(s) related to Transporter's Pooling Areas and Pools as posted on Transporter's EBB. For each receipt point, data posted shall include a description of the legal location, pressure information, the identity of the interconnected party and the measuring party, and such other data as Transporter may include from time to time. Transporter's master list of receipt point(s) shall be updated from time to time in order to add or delete and/or modify data pertinent to receipt point(s), all as deemed appropriate by Transporter.
6. Rates and Surcharges: As set forth in Exhibit A.
7. Term of Headstation Pooling Service: _____.

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

8. Notices, Statements, and Bills:

To Pooler:

Invoices: _____

Attn: _____

All Notices: _____

Attn: _____

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

9. Effect on Prior Agreement(s): _____.

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

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

TRANSPORTER:

POOLER:

RUBY PIPELINE, L.L.C.

Accepted and agreed to this

_____ day of _____, ____.

Accepted and agreed to this

_____ day of _____, ____.

Agreement No. _____

EXHIBIT A
to
HEADSTATION POOLING SERVICE AGREEMENT
RATE SCHEDULE HSP

between

RUBY PIPELINE, L.L.C.

and

(Pooler)

Dated: _____

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

Pooling Area(s) (1)
Pool(s) (2)

- NOTES:
- (1) All receipt point(s) within the designated Pooling Area, as posted on Transporter's EBB, are eligible for service under this Service Agreement.
 - (2) Only quantities nominated from the related Pooling Area may be delivered and aggregated at the designated Pool. Pooler is responsible for designating the Downstream Shipper(s) receiving Gas at the Pool.