Contract No.\_\_\_\_\_ Page \_\_\_ of \_\_\_ (Contract No. and Page No. will appear at the top of each page of this contract)

# FTS FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO FIRM TRANSPORTATION SERVICE UNDER RATE SCHEDULE FTS

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of <u>[DATE]</u>, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

\_\_\_\_effective \_\_\_\_\_\_and is the original contract

\_\_\_\_ effective \_\_\_\_\_\_ (Date) \_\_\_, this Amendment No. \_\_\_\_\_ amends and restates FTS Contract No. \_\_\_\_\_\_ effective \_\_\_(Date) \_\_\_\_

\_\_\_\_ Capacity rights for this Agreement were permanently released from \_\_\_\_\_\_

2. SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): \_\_\_\_\_

(Date, Period-of-Time or Event): \_\_\_\_\_

- 4. SHIPPER'S STATUS:
  - \_\_\_\_\_ Local Distribution Company

to

- \_\_\_\_ Intrastate Pipeline Company
- \_\_\_\_ Interstate Pipeline Company
- \_\_\_\_ Other: \_\_\_\_\_

# 5. TRANSPORTATION ON BEHALF OF:

- \_\_\_\_ Local Distribution Company
- \_\_\_\_ Intrastate Pipeline Company
- \_\_\_\_ Interstate Pipeline Company
- \_\_\_\_ Other: \_\_\_\_\_
- 6. RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):

	(Date, Period-of-Time or Event)	MDQ
--	---------------------------------	-----

## 7. PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):

(Date, Period-of- Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)

### 8. PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ"):

(Date, Period-of- Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)

- 9. DELIVERY PRESSURE (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures."): \_\_\_\_\_
- 10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff) Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff. Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff) Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

Incremental Facility Charge: (Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)

None

\_\_\_\_\_ Lump-sum payment of \_\_\_\_\_

\_\_\_\_\_ Monthly fee of \_\_\_\_\_\_ through <u>(date, period-of-time or event)</u>

Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):

\_\_\_\_Yes

\_\_\_\_\_ No

Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):

\_\_\_\_\_ Yes \_\_\_\_\_ No

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff) Applicable charges per Tariff as may be assessed by Transporter.

11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).

(Check one):

\_\_\_\_\_ Not Applicable

\_\_\_\_\_ Applicable (Complete the following):

Notice of ROFR Exercise:

\_\_\_\_\_ Per the Tariff; or \_\_\_\_\_ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).

(Check one):

\_\_\_\_\_ Not Applicable

\_\_\_\_\_ Applicable (Complete the following):

Notice of Rollover Exercise:

\_\_\_\_\_ Per the Tariff; or \_\_\_\_\_ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

#### 13. ADDITIONAL TERMS PERMITTED BY TARIFF:

The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:

#### 14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:

Rockies Express Pipeline LLC Commercial Operations 370 Van Gordon Street Lakewood, CO 80228 e-mail: REX@tallgrassenergylp.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

#### Shipper Approval:

Shipper:	
Signature:	
Title:	

Transporter:	Rockies Express Pipeline LLC
Signature:	
Title:	

Contract No.\_\_\_\_\_

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(Contract No. and Page No. will appear at the top of each page of this contract)

# BHS FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO BACKHAUL SERVICE UNDER RATE SCHEDULE BHS

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of [DATE], that Transporter will provide Backhaul service, under Part 284 of FERC's regulations, for Shipper in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

\_\_\_\_ effective \_\_\_\_\_ (Date)\_\_ and is the original contract

\_\_\_\_\_effective \_\_\_\_\_\_(Date)\_\_\_, this Amendment No. \_\_\_\_\_\_ amends and restates BHS Contract No. \_\_\_\_\_\_\_ effective \_\_\_\_(Date)

2. SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): \_\_\_\_\_

to

(Date, Period-of-Time or Event): \_\_\_\_\_

- 4. SHIPPER'S STATUS:
  - \_\_\_\_ Local Distribution Company
  - \_\_\_\_ Intrastate Pipeline Company
  - \_\_\_\_ Interstate Pipeline Company

\_\_\_\_ Other: \_\_\_\_\_

#### 5. TRANSPORTATION ON BEHALF OF:

- \_\_\_\_ Local Distribution Company
- \_\_\_\_ Intrastate Pipeline Company
- \_\_\_\_ Interstate Pipeline Company
- \_\_\_\_ Other: \_\_\_\_\_

### 6. RATE SCHEDULE BHS Maximum Daily Quantity ("MDQ"):

(Date, Period-of-Time or Event)	MDQ

### 7. PRIMARY BHS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):

(Date, Period-of- Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)

### 8. PRIMARY BHS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ"):

(Date, Perio Time or Ev	od-of- ent)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)

- 9. DELIVERY PRESSURE (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures."): \_\_\_\_\_
- 10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule BHS of the Tariff) Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff. Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule BHS of the Tariff) Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule BHS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

Incremental Facility Charge: (Pursuant to Section 5.3(B) of Rate Schedule BHS of the Tariff)

\_\_\_\_ None

\_\_\_\_\_ Lump-sum payment of \_\_\_\_\_

\_\_\_\_\_ Monthly fee of \_\_\_\_\_\_ through (*date, period-of-time or event*)

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule BHS of the Tariff) Applicable charges per Tariff as may be assessed by Transporter.

11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).

(Check one):

\_\_\_\_\_ Not Applicable

\_\_\_\_\_ Applicable (Complete the following):

Notice of ROFR Exercise:

\_\_\_\_\_ Per the Tariff; or \_\_\_\_\_ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).

(Check one):

\_\_\_\_\_ Not Applicable

\_\_\_\_\_ Applicable (Complete the following):

Notice of Rollover Exercise:

\_\_\_\_\_ Per the Tariff; or \_\_\_\_\_ Months(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:

#### 14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:

Rockies Express Pipeline LLC Commercial Operations 370 Van Gordon Street Lakewood, CO 80228 e-mail: REX@tallgrassenergylp.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

#### **Shipper Approval:**

# **Transporter Approval:**

Transporter: *Rockies Express Pipeline LLC* Signature:

Title:

Issued on:	August 30,	2018
Effective on:	October 1,	2018

Contract No.\_\_\_\_\_

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(Contract No. and Page No. will appear at the top of each page of this contract)

# **ITS FORM OF TRANSPORTATION SERVICE AGREEMENT** APPLICABLE TO INTERRUPTIBLE TRANSPORTATION SERVICE UNDER RATE SCHEDULE ITS

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of <u>[DATE]</u>, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on an Interruptible basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff ("Tariff"), as revised from time to time, and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

\_\_\_\_ effective \_\_\_\_(Date)\_\_\_ and is the original contract.

\_\_\_\_\_effective \_\_\_\_(<u>Date</u>)\_\_\_, this Amendment No. \_\_\_\_\_\_ amends and restates ITS Contract No. \_\_\_\_\_\_\_ effective \_\_\_(<u>Date</u>)\_\_\_

2. SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:

3. TERM OF SERVICE: (<u>Date, Period-of-Time or Event</u>) with a Month to Month renewal term. Termination will become effective upon 14 days written notice by either Transporter or Shipper.

### 4. SHIPPER'S STATUS:

- \_\_\_\_ Local Distribution Company
- \_\_\_\_\_ Intrastate Pipeline Company
- \_\_\_\_\_ Interstate Pipeline Company
- \_\_\_\_ Other: \_\_\_\_\_

#### 5. TRANSPORTATION ON BEHALF OF:

- \_\_\_\_ Local Distribution Company
- \_\_\_\_ Intrastate Pipeline Company
- \_\_\_\_\_ Interstate Pipeline Company
- \_\_\_\_ Other: \_\_\_\_\_
- 6. RATE SCHEDULE ITS Maximum Daily Quantity ("MDQ"):

(Date, Periodof-Time or Event)

7. DELIVERY PRESSURE (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures."): \_\_\_\_\_\_

MDQ

8. RATES:

Commodity Rate: (Pursuant to Section 5.1(A) of Rate Schedule ITS of the Tariff) Maximum applicable rate per Tariff as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate (pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff).

FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule ITS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a negotiated rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

Incremental Facility Charge: (Pursuant to Section 5.3(B) of Rate Schedule ITS of the Tariff)

None

\_\_\_\_\_ Lump-sum payment of \_\_\_\_\_

\_\_\_\_\_ Monthly fee of \_\_\_\_\_\_ through <u>(date, period-of-time or event)</u>

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule ITS of the Tariff) Applicable charges per Tariff as may be assessed by Transporter.

#### 9. ADDITIONAL TERMS PERMITTED BY TARIFF:

The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:

### 10. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:

Rockies Express Pipeline LLC Commercial Operations 370 Van Gordon Street Lakewood, CO 80228 e-mail: REX@tallgrassenergylp.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representative

#### **Shipper Approval:**

-

#### Transporter Approval:

Transporter: Signature:

Title:

Rockies Express Pipeline LLC

Contract No. \_\_\_\_\_

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(Contract No. and Page No. will appear at the top of each page of this contract)

# PALS FORM OF SERVICE AGREEMENT APPLICABLE TO PARK AND LOAN SERVICE UNDER RATE SCHEDULE PALS

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of [Date], that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on an Interruptible basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

\_\_\_\_ effective \_\_\_\_(Date) \_\_\_\_\_ and is the original contract.

\_\_\_\_\_effective \_\_\_\_(Date) \_\_\_\_\_, this Amendment No. \_\_\_\_\_amends and restates PALS Contract No. \_\_\_\_\_\_effective \_\_\_\_(Date) \_\_\_\_\_\_

- 2. TERM: \_\_\_\_\_\_ through \_\_\_\_\_\_ and Month to Month thereafter until terminated by prior written notice by either party; provided, however, that Shipper may terminate this Agreement prior to its expiration subject to payment of a mutually agreed exit fee. Termination shall not discharge any obligations accrued prior to such termination.
- 3. SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:

4. THIS AGREEMENT SUPERSEDES a \_\_\_\_\_ Agreement # \_\_\_\_\_ dated \_\_\_\_\_

5. PALS Request Order: The form of the PALS RO attached hereto or such other mutually agreeable form, when executed by the parties shall evidence their agreement as to the terms of the particular transaction for the Park and Loan Service pursuant to this Agreement, including the quantity, rate, Receipt and Delivery Points for parking and lending and the

term. The PALS RO may specify a range for the quantity and term of a Park and Loan. A single PALS RO may cover both a park and loan within limits specified.

#### 6. PARK AND LOAN QUANTITY:

(i) Park Service: shall consist of Transporter's receipt of a 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.

(ii) Loan Service: 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 volumes for Shipper's account at the designated Receipt Point(s) on the designated date(s) set forth in such PALS RO.

7. RATES:

Initial Rate: Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing.

Park/Loan Balance Rate: Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing.

Completion Rate: Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing.

Other Charges: Applicable charges per Tariff, as may be assessed by Transporter.

8. ADDITIONAL TERMS PERMITTED BY TARIFF:

The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:

### 9. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:

Rockies Express Pipeline LLC Commercial Operations 370 Van Gordon Street Lakewood, CO 80228 e-mail: <u>REX@tallgrassenergylp.com</u> IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representative.

### Shipper Approval:

Transporter:	Rockies Express Pipeline LLC
Signature:	
Title:	

RO No: \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_\_ (RO No. and Page No. will appear at the top of each page of this contract)

# PALS REQUEST ORDER FORM

DATED: \_\_\_\_\_\_\_ Shipper: \_\_\_\_\_\_ PALS Agreement #: \_\_\_\_\_\_ Type of Service: Park \_\_\_\_\_ Loan \_\_\_\_\_ Initiation Point Name(s) and Location(s): \_\_\_\_\_\_ Completion Point Name(s) and Location(s): \_\_\_\_\_ Maximum Aggregate Quantity: \_\_\_\_\_\_ (Dth) Minimum Aggregate Quantity: \_\_\_\_\_\_ (Dth)

Term: Start \_\_\_\_\_ End \_\_\_\_\_

Schedule:

		Daily Quantity (Dth)			
Date(s) Service to be		Park or		Loan or	
Prov	Provided		Loan Payback		ayback
From	Through	Minimum Maximum		Minimum	Maximum

### Rates:

Park or Loan Payback = quantities which Transporter RECEIVES from Shipper. Loan or Park Payback = quantities which Transporter DELIVERS to Shipper.

Dates			
From	Through	Rate Description	Rate (\$/dth)
		Initial Rate	
		Balance Rate	
		Completion Rate	

ADDITIONAL TERMS PERMITTED BY TARIFF:

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representative.

### Shipper Approval:

Shipper:	
Signature:	
Title:	

Transporter:	Rockies Express Pipeline LLC
Signature:	
Title:	

Contract No.\_\_\_\_\_

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(Contract No. and Page No. will appear at the top of each page of this contract)

# PAWS FORM OF SERVICE AGREEMENT APPLICABLE TO POOLING AND WHEELING SERVICE UNDER RATE SCHEDULE PAWS

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of <u>[DATE]</u>, that Transporter will provide Pooling and Wheeling Service, under Part 284 of FERC's regulations, for Shipper on an Interruptible basis in accordance with the provisions contained in this Pooling and Wheeling Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

\_\_\_\_effective \_\_\_\_(Date)\_\_\_ and is the original contract.

\_\_\_\_effective \_\_\_\_(Date) \_\_\_, this Amendment No. \_\_\_\_\_ amends and restates PAWS Contract No. \_\_\_\_\_\_ effective \_\_\_(Date) \_\_\_

2. SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:

3. TERM OF SERVICE: <u>(Date, Period-of-Time or Event)</u> with a Month to Month renewal term. Termination will become effective upon 14 days written notice by either Transporter or Shipper.

- 4. SHIPPER'S STATUS:
  - \_\_\_\_\_ Local Distribution Company
  - \_\_\_\_\_ Intrastate Pipeline Company
  - \_\_\_\_\_ Interstate Pipeline Company
  - \_\_\_\_ Other: \_\_\_\_\_
- 5. TRANSPORTATION ON BEHALF OF:
  - \_\_\_\_\_ Local Distribution Company

\_\_\_\_\_ Intrastate Pipeline Company

\_\_\_\_ Interstate Pipeline Company

\_\_\_\_\_ Other: \_\_\_\_\_\_

6. RATE SCHEDULE PAWS Maximum Daily Quantity ("MDQ"):

- 7. DELIVERY PRESSURE (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available...[or] allowing for agreement by Transporter to alternate minimum or maximum pressures."): \_\_\_\_\_\_
- 8. RATES:

Commodity Rate: (Pursuant to Section 5 of Rate Schedule PAWS of the Tariff)

Maximum applicable rate per Tariff as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate (pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.)

L&U Reimbursement Percentage: (Pursuant to Section 5.2(B) of Rate Schedule PAWS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate (pursuant to Section 33 of the General Terms and Conditions of the Tariff.)

Incremental Facility Charge: (Pursuant to Section 5.3(B) of Rate Schedule PAWS of the Tariff) \_\_\_\_\_ None

Lump-sum payment of \_\_\_\_\_

\_\_\_\_\_ Monthly fee of \_\_\_\_\_\_ through <u>(date, period-of-time or event)</u>.

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule PAWS of the Tariff) Applicable charges per Tariff as may be assessed by Transporter.

### 9. ADDITIONAL TERMS PERMITTED BY TARIFF:

The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:

10. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:

Rockies Express Pipeline LLC Commercial Operations 370 Van Gordon Street Lakewood, CO 80228 e-mail: REX@tallgrassenergylp.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representative.

### **Shipper Approval:**

Shipper:	
Signature:	
Title:	

Transporter:	Rockies Express Pipeline LLC
Signature:	
Title:	

Contract no:\_\_\_\_\_

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(Contract No. and Page No. will appear at the top of each page of this contract)

# **IBS FORM OF SERVICE AGREEMENT** APPLICABLE TO INTERRUPTIBLE BALANCING SERVICE UNDER RATE SCHEDULE IBS

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of <u>[Date]</u>, that Transporter will provide Interruptible Balancing Service, under Part 284 of FERC's regulations, for Shipper in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff ("Tariff"), as may be revised from time to time, and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

\_\_\_\_\_\_ effective \_\_\_\_(Date) \_\_\_\_ and is the original contract

\_\_\_\_\_\_ effective <u>(Date)</u>, this Amendment No. \_\_\_\_\_\_ amends and restates IBS Contract No. \_\_\_\_\_\_ effective <u>(Date)</u>

- 2. LINKED TRANSPORTATION AGREEMENT: \_\_\_\_\_
- 3. IDENTIFICATION OF END-USE FACILITY AND/OR LDC SERVICE AREA:
- 4. SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:

5. TERM OF SERVICE: <u>(Date, Period-of-Time or Event)</u> with a Month to Month renewal term. Termination will become effective upon 14 days written notice by either Transporter or Shipper.

6. SHIPPER'S STATUS: \_\_\_\_\_ Local Distribution Company \_\_\_\_\_ End-User

- 7. BALANCING ON BEHALF OF: \_\_\_\_\_ Local Distribution Company \_\_\_\_\_ End-User
- 8. RATE SCHEDULE IBS DELIVERY POINT, MAXIMUM DAILY QUANTITY ("MDQ") & CUMULATIVE BALANCE:

(Date, Period of Time or Event)	Location #	Location Name	Park MDQ	Cumulative Park Balance	Loan MDQ	Cumulative Loan Balance

- 9. DELIVERY PRESSURE (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures."): \_\_\_\_\_\_
- 10. RATES:

Daily Access Rate: (Pursuant to Section 5.2 of Rate Schedule IBS of the Tariff)

Park/Loan Daily Balance Rate: (Pursuant to Section 6.5 of Rate Schedule IBS of the Tariff)

Maximum applicable rate per Tariff as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate (pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff).

Incremental Facility Charge: (Pursuant to Section 5.9(B) of Rate Schedule IBS of the Tariff)

None

\_\_\_\_\_ Lump-sum payment of \_\_\_\_\_

\_\_\_\_\_ Monthly fee of \_\_\_\_\_\_ through <u>(Date, Period-of-Time or Event)</u>

Other Charges: (Pursuant to Sections 5, 6, 7 and 8 of Rate Schedule IBS of the Tariff) Applicable charges per Tariff as may be assessed by Transporter.

### 11. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:

Rockies Express Pipeline LLC Commercial Operations 370 Van Gordon Street Lakewood, CO 80228 e-mail: REX@tallgrassenergylp.com IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representative.

Shipper App	roval:
Shipper:	
Signature:	
Title:	

Transporter:	Rockies Express Pipeline LLC
Signature:	
Title:	

Contract No.\_\_\_\_\_ Page \_\_\_ of \_\_\_ (Contract No. and Page No. will appear at the top of each page of this contract)

# C-HUB FIRM SERVICE FORM OF SERVICE AGREEMENT APPLICABLE TO SERVICE UNDER RATE SCHEDULE C-HUB-FS

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of <u>[DATE]</u>, that Transporter will provide service, under Part 284 of FERC's regulations, for Shipper on a Firm basis in accordance with the provisions contained in this Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic agreement with Transporter.

- 1. THIS AGREEMENT IS: (Check one)
  - \_\_\_\_\_effective \_\_\_\_(Date)\_\_\_ and is the original contract.
  - \_\_\_\_\_ effective\_(Date), this Amendment No. \_\_\_\_\_ amends and restates
  - \_\_\_\_ C-HUB Firm Service Contract No. \_\_\_\_\_ effective (Date)
  - \_\_\_\_ Capacity rights for this Agreement were released from \_\_\_\_\_\_.
- 2. SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): \_\_\_\_\_\_ to (Date, Period-of-Time or Event): \_\_\_\_\_

4. SHIPPER'S STATUS: \_\_\_\_\_ Local Distribution Company

- \_\_\_\_\_ Intrastate Pipeline Company
- \_\_\_\_ Interstate Pipeline Company
- \_\_\_\_ Other: \_\_\_\_\_

# 5. TRANSPORTATION ON BEHALF OF:

- \_\_\_\_\_ Local Distribution Company
- \_\_\_\_\_ Intrastate Pipeline Company
- \_\_\_\_\_ Interstate Pipeline Company
- \_\_\_\_ Other: \_\_\_\_\_

# 6. RATE SCHEDULE C-HUB-FS Maximum Daily Quantity ("MDQ"):

(Date, Period-of-Time or Event) MDQ

# 7. PRIMARY RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):

(Date, Period-of- Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)

# 8. PRIMARY DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ"):

(Date, Period-of- Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)

- 9. DELIVERY PRESSURE (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures."): \_\_\_\_\_
- 10. RATES:

Reservation Rate: (Pursuant to Section 5.1(A) of Rate Schedule C-HUB-FS of the Tariff) Maximum applicable rate per Tariff, as revised from time-to-time, unless otherwise agreed to in writing as a Discount or Negotiated rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5.1(A) of Rate Schedule C-HUB-FS of the Tariff) Maximum applicable rate per Tariff, as revised from time-to-time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Sections 5.1(B) and 5.1(C) of Rate Schedule C-HUB-FS of the Tariff).

Maximum applicable rate per Tariff, as revised from time-to-time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

Incremental Facility Charge: (Pursuant to Section 5.2(B) of Rate Schedule C-HUB-FS of the Tariff)

None

\_\_\_\_ Lump-sum payment of \_\_\_\_\_

\_\_\_\_\_ Monthly fee of \_\_\_\_\_\_ through (Date, Period -of -Time or Event).

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule C-HUB-FS of the Tariff) Applicable charges per Tariff as may be assessed by Transporter.

11. RIGHT OF FIRST REFUSAL PROVISIONS (pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).

(Check one):

\_\_\_\_ Not Applicable

\_\_\_\_\_ Applicable (Complete the following):

Notice of ROFR Exercise:

\_\_\_\_\_ Per the Tariff; or \_\_\_\_\_ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

12. ROLLOVER PROVISIONS (pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).

(Check one):

\_\_\_\_ Not Applicable

\_\_\_\_\_ Applicable (Complete the following):

Notice of Rollover Exercise:

\_\_\_\_\_ Per the Tariff; or \_\_\_\_\_ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:

### 14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:

Rockies Express Pipeline LLC Commercial Operations 370 Van Gordon Street Lakewood, CO 80228 e-mail: REX@tallgrassenergylp.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

# Shipper Approval:

Shipper:	
Signature:	
Title:	

Transporter:	Rockies Express Pipeline LLC
Signature:	
Title:	

Contract No.\_\_\_\_\_

Page of

(Contract No. and Page No. will appear at the top of each page of this contract)

# C-HUB INTERRUPTIBLE SERVICE FORM OF SERVICE AGREEMENT APPLICABLE TO SERVICE UNDER RATE SCHEDULE C-HUB-IS

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of <u>[DATE]</u>, that Transporter will provide service, under Part 284 of FERC's regulations, for Shipper on an Interruptible basis in accordance with the provisions contained in this Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff ("Tariff"), as revised from time to time, and the terms, conditions and signatures of Shipper's electronic agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

\_\_\_\_\_ effective \_\_\_\_\_\_ (Date) \_\_\_\_ and is the original contract.

\_\_\_\_\_effective \_\_\_\_\_\_(Date) \_\_\_\_, this Amendment No. \_\_\_\_\_\_ amends and restates C-HUB Interruptible Service Contract No. \_\_\_\_\_\_\_effective \_\_\_(Date)

2. SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:

3. TERM OF SERVICE: (<u>Date, Period-of-Time or Event</u>) with a Month to Month renewal term. Termination will become effective upon 14 days' written notice by either Transporter or Shipper.

- 4. SHIPPER'S STATUS:
  - \_\_\_\_\_ Local Distribution Company
  - \_\_\_\_ Intrastate Pipeline Company
  - \_\_\_\_\_ Interstate Pipeline Company
  - \_\_\_\_ Other: \_\_\_\_\_
- 5. TRANSPORTATION ON BEHALF OF:
  - \_\_\_\_ Local Distribution Company

\_\_\_\_\_ Intrastate Pipeline Company

\_\_\_\_ Interstate Pipeline Company

\_\_\_\_ Other: \_\_\_\_\_

6. RATE SCHEDULE C-HUB-IS Maximum Daily Quantity ("MDQ"):

(Date, Period of MDQ Time or Event)

- 7. DELIVERY PRESSURE (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures."): \_\_\_\_\_
- 8. RATES:

Commodity Rate:

(Pursuant to Section 5.1(A) of Rate Schedule C-HUB-IS of the Tariff)

Maximum applicable rate per Tariff, as revised from time-to-time, unless otherwise agreed to in writing as a Discount or Negotiated rate (pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff).

FL&U Reimbursement Percentages and Electric Power Cost Charges:

(Pursuant to Sections 5.1(B) and 5.1(C) of Rate Schedule C-HUB-IS of the Tariff) Maximum applicable rate per Tariff, as revised from time-to-time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a negotiated rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

Incremental Facility Charge:

(Pursuant to Section 5.2(B) of Rate Schedule C-HUB-IS of the Tariff)

\_\_\_\_ None

\_\_\_\_\_ Lump-sum payment of \_\_\_\_\_

\_\_\_\_\_ Monthly fee of \_\_\_\_\_\_ through <u>(Date, Period of Time or Event</u>).

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule C-HUB-IS of the Tariff) Applicable charges per Tariff as may be assessed by Transporter.

9. ADDITIONAL TERMS PERMITTED BY TARIFF:

The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:

#### 10. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:

Rockies Express Pipeline LLC Commercial Operations 370 Van Gordon Street Lakewood, CO 80228 e-mail: REX@tallgrassenergylp.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representative.

#### **Shipper Approval:**

Shipper:	
Signature:	
Title:	

Fransporter:	Rockies Express Pipeline LLC
Signature:	
Title:	