

MASTER CAPACITY RELEASE AGREEMENT

This Master Capacity Release Agreement (“MCR Agreement”) is made and entered into [date], by and between Rockies Express Pipeline LLC, (“Transporter”), an interstate pipeline company, and **Information Only**, (“Replacement Shipper”), a(n) **Information Only**. The purpose of this MCR Agreement is to put in place a binding master agreement that will apply to capacity releases on Transporter’s pipeline system which may be awarded to Replacement Shipper. In consideration of the premises and mutual covenants contained herein, Transporter and Replacement Shipper (together referred to as the “Parties”) agree as follows:

1. With respect to any services provided by Transporter to Replacement Shipper pursuant to a permanent capacity release under the capacity release provisions of Transporter’s Federal Energy Regulatory Commission Gas Tariff, as it may change from time to time (“Tariff”), Transporter and Replacement Shipper shall execute a service agreement consistent with the applicable form of service agreement set forth in the Tariff.
2. With respect to any services provided by Transporter to Replacement Shipper pursuant to a non-permanent capacity release under the capacity release provisions of the Tariff, by execution of this MCR Agreement the Parties are hereby agreeing to be bound to the provisions of the applicable Form of Service Agreement of Transporter’s Tariff as if it had been separately executed, and to also be bound to the provisions set forth in any bid and electronic confirmation of a capacity release awarded to Replacement Shipper. Such Tariff provisions, Form of Service Agreement, bid terms (including rates, quantities, points of delivery and receipt, and term) and electronic confirmation provisions shall be incorporated herein, and made a part hereof, and shall be given effect as creating legally binding obligations and enforceable rights for both Parties.
3. Each capacity release award confirmation sent by Transporter to Replacement Shipper shall be considered a separate service provided under a separate service agreement consisting of the provisions set forth in the applicable Tariff Form of Service Agreement, along with the specific terms of the particular bid and electronic confirmation of capacity release awarded to Replacement Shipper. It is intent of the Parties that the terms and conditions of any capacity release services provided under this MCR Agreement shall be in conformance with the form of applicable service agreements set forth in the Tariff.
4. Replacement Shipper must have, and must maintain, creditworthiness under the provisions of the Tariff to qualify as a bidder or pre-arranged Replacement Shipper for each and every capacity release transaction, and to receive confirmation for each and every firm service provided to Replacement Shipper. Capacity received by Replacement Shipper pursuant to different capacity releases as reflected in different confirmation awards shall not be aggregated under one service agreement, unless Transporter expressly agrees in writing.

5. By signing this MCR Agreement, Replacement Shipper represents, acknowledges and agrees that:
- a) Replacement Shipper is qualified to receive service from Transporter under the provisions of Transporter's Tariff.
 - b) Replacement Shipper shall comply with the provisions of Transporter's Tariff, including those provisions related to capacity release.
 - c) Replacement Shipper's capacity rights shall equal the releasing shipper's capacity rights that are awarded to Replacement Shipper pursuant to the offer terms and Transporter's Tariff. In no event shall Replacement Shipper's capacity rights be greater than the releasing shipper's rights in such capacity immediately prior to their release to Replacement Shipper.

6. Replacement Shipper's addresses for correspondence, statements, invoices, and accounting matters shall be as stated in Replacement Shipper's prearranged bid or winning Qualified Bid, and such address(es) may be changed by Replacement Shipper by written notice (including electronic) to Transporter. Transporter's addresses shall be as follows, which may be changed by Transporter by written notice (including electronic) to Replacement Shipper:

General Correspondence:

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

Statements/Invoices/Accounting Related Materials:

Rockies Express Pipeline LLC
Attention: Account Services
370 Van Gordon Street
Lakewood, Colorado 80228

7. This MCR Agreement may not be transferred or assigned by Replacement Shipper.
8. TRANSPORTER AND REPLACEMENT SHIPPER ACKNOWLEDGE AND AGREE THAT THIS MCR AGREEMENT AND ALL SERVICES PROVIDED TO REPLACEMENT SHIPPER BY TRANSPORTER ARE SUBJECT TO ALL APPLICABLE TERMS AND CONDITIONS OF TRANSPORTER'S TARIFF AND ALL APPLICABLE LAWS AND REGULATIONS, AS THEY MAY CHANGE FROM TIME-TO-TIME. TO THE EXTENT THAT STATE LAW MAY BE APPLICABLE,

TRANSPORTER AND REPLACEMENT SHIPPER EXPRESSLY AGREE THAT THE LAWS OF THE STATE OF COLORADO SHALL GOVERN THE VALIDITY, CONSTRUCTION, INTERPRETATION, AND EFFECT OF THIS MCR AGREEMENT, EXCLUDING, HOWEVER, ANY CONFLICT OF LAWS RULE WHICH WOULD APPLY THE LAWS OF ANOTHER STATE.

- 9. The term of this MCR Agreement shall be for a term of one (1) year commencing on the first date hereinabove written, and shall continue on a month to month basis thereafter unless and until terminated by either party upon fourteen (14) days written notice; provided that this MCR Agreement shall continue to be in effect beyond the effective date of any termination notice with respect to any then existing non-permanent capacity release services being provided by Transporter to Replacement Shipper until such capacity release services have terminated in accordance with their terms; and further provided that no new capacity releases may occur under this MCR Agreement after the effective date of any termination notice.

IN WITNESS WHEREOF, the parties hereto have caused this MCR Agreement to be executed by their respective representative thereunto duly authorized, on the day and year first above written.

AGREED TO BY:

Shipper Approval:

Shipper: **Informational Purposes Only**

Signature: **Do NOT Execute**

Title: _____

Transporter Approval:

Transporter: **Rockies Express Pipeline LLC**

Signature: _____

Title: _____

