



Rockies Express Pipeline LLC

July 17, 2025

Debbie-Anne A. Reese, Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE, Room 1A  
Washington, DC 20426

Re: Rockies Express Pipeline LLC  
Multiple Shipper Option Agreements  
Docket No. RP25-\_\_\_\_-000

Dear Secretary Reese:

Rockies Express Pipeline LLC ("Rockies Express") hereby submits for filing with the Federal Energy Regulatory Commission ("Commission" or "FERC"), to become part of the Rockies Express FERC Gas Tariff, Third Revised Volume No. 1 ("Tariff") the following revised tariff sections (the "Proposed Tariff Sections") with a requested effective date of August 18, 2025:

<u>Section Name</u>	<u>Section Version</u>
Table of Contents	6.0.0
Rate Schedule – FTS	8.0.0
Section 1 – Definitions	10.0.0
Service Agreement – FTS	7.0.0
Service Agreement – MSOA	0.0.0

Pursuant to Part 154 of the Commission's regulations,<sup>1</sup> the following items are included in this filing:

1. An eTariff XML filing package containing the Proposed Tariff Sections in electronic format;
2. A PDF file of the clean Proposed Tariff Sections for posting in the Commission's eLibrary;
3. A PDF file of the marked Proposed Tariff Sections for posting in the Commission's eLibrary; and
4. This transmittal letter.

**Statement of the Nature, Reasons, and Basis for the Proposed Changes**

Rockies Express is submitting this instant filing to modify the Tariff to permit multiple shippers (each a "Shipper") to execute a single agreement for service under Rate Schedule FTS (the "Service Agreement") when the conditions below are met. Under this proposal, a group of parties (each referred to as a

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<sup>1</sup> 18 CFR § 154 (2024).

“Principal”) who desire to enter into a single service agreement under Rate Schedule FTS will appoint a party (referred to as the “Administrator”) to act as their agent. Rockies Express, the Principals, and the Administrator will execute a Multiple Shipper Option Agreement (“MSOA”) in the form contained in the Proposed Tariff Sections. The conditions that must be satisfied under the MSOA are listed below.

Each of the Principals must:

- (a) appoint Administrator as its agent from and after the Effective Date to enter into a single FTS Agreement with Rockies Express in which the Principals shall be treated collectively as one Shipper for contracting, capacity release, scheduling, nomination, allocation, and billing purposes;
- (b) represent and warrant that it has the power and authority to appoint Administrator as its agent and to cause Administrator to enter into the FTS Agreement on its behalf;
- (c) represent and warrant that Rockies Express shall be entitled to rely solely on the Administrator as being the “Shipper” for all purposes under the FTS Agreement, including without limitation, the unilateral right to amend, extend, or terminate the FTS Agreement, without liability to Rockies Express for its reliance thereon;
- (d) agree to indemnify and hold Rockies Express harmless from any third-party claims attributable to Rockies Express’ reliance on Administrator’s instruction pursuant to the MSOA;
- (e) represent and warrant that it will meet the “shipper must have title” requirements as set forth in Section 22 of the Tariff for all service provided to it under the FTS Agreement; and
- (f) represent, warrant, and agree that it is jointly and severally liable for the obligations of all Shippers under the FTS Agreement while the Principal is a party under this MSOA.

And the Administrator must:

- (a) accept the appointment as agent and covenant and agree with each of the Principals that from and after the effective date it will be bound by the terms and conditions of the FTS Agreement, and will observe and perform the covenants and agreements of the FTS Agreement;
- (b) represent and warrant that it has the power and authority to accept appointment as agent for the FTS Agreement on behalf of each of the Principals;
- (c) agree to indemnify and hold Rockies Express harmless from any third-party claims attributable to Rockies Express’ reliance on Administrator’s instruction pursuant to the MSOA; and
- (d) agree to remain Administrator for so long as the FTS Agreement is in effect.

These conditions are consistent with the requirements related to multi-party firm transportation contracts set forth in the Order No. 809<sup>2</sup> and are also similar to provisions previously approved for other interstate natural gas pipelines.<sup>3</sup>

### **Procedural Matters**

Pursuant to the Commission's regulations, Rockies Express is submitting this filing via electronic filing.

Rockies Express requests that the Commission grant all waivers of its regulations necessary for the Proposed Tariff Sections to become effective on August 18, 2025. If the Commission suspends the Proposed Tariff Sections, Rockies Express hereby moves to place the accepted Proposed Tariff Sections into effect at the end of the suspension period, if any, specified in the Commission order permitting the proposed changes to go into effect without change. If the Commission directs Rockies Express to change any aspect of the Rockies Express proposal prior to these Proposed Tariff Sections becoming effective, Rockies Express reserves the right to file a later motion to place the Proposed Tariff Sections into effect.

In compliance with 18 CFR § 154.204(f), Rockies Express states that it has no other filings pending before the Commission that will significantly affect the Proposed Tariff Sections tendered in this proceeding.

### **Communications and Service**

Rockies Express requests that all Commission orders and correspondence, as well as pleadings and correspondence by other parties concerning this filing, be served on each of the following:

L. Drew Cutright  
Vice President, Regulatory Affairs  
Tallgrass Energy, LP  
370 Van Gordon Street  
Lakewood, CO 80228  
303-763-3438  
drew.cutright@tallgrass.com

Stewart J. Merrick  
Assistant General Counsel  
Tallgrass Energy, LP  
370 Van Gordon Street  
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801-230-8442  
stewart.merrick@tallgrass.com

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<sup>2</sup> Final Rule, *Order No. 809, Coordination of the Scheduling Processes of Interstate Natural Gas Pipelines and Public Utilities*, 151 FERC ¶ 61,049 (2015) (adding Section 284.12(b)(1)(iii) to the Commission's regulations to require all interstate pipelines, within 60 days of a shipper request, to file appropriate tariff changes to allow multiple shippers associated with a designated agent or asset manager to be jointly and severally liable under a single firm transportation service agreement, subject to reasonable terms and conditions).

<sup>3</sup> *Algonquin Gas Transmission, LLC*, Docket No. RP15-1118-000 (Sept. 10, 2015) (delegated letter order); *Texas Eastern Transmission, LP*, Docket No. RP09-1088-000 (Oct. 16, 2009 and Oct. 22, 2009) (delegated letter orders); *Southern Natural Gas Co.*, 124 FERC ¶ 61,145 (2008); *Florida Gas Transmission Co., LLC*, 128 FERC ¶ 61,284 (2009), *order on compliance filing*, Docket No. RP09-922-001 (Nov. 17, 2009) (delegated letter order); *Transcontinental Gas Pipe Line Corp.*, Docket No. RP10-1099 (Sept. 14, 2010) (delegated letter order); *Tennessee Gas Pipeline Co., L.L.C.*, 142 FERC ¶ 61,200 (2013).

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A copy of this filing is being served on Rockies Express' customers and all interested state commissions. A copy of this filing is also available for inspection during regular business hours at Rockies Express' office in Lakewood, Colorado.

**Certification**

The signature on this filing constitutes a certification that: (1) I have read the filing; (2) to the best of my knowledge and belief, the statements and information contained herein are true and correct; and (3) I possess full power and authority to sign this filing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "L. Drew Cutright". The signature is stylized with a large, looped "L" and a cursive "Cutright".

L. Drew Cutright  
Vice President, Regulatory Affairs  
Tallgrass Energy, LP

Authorized Representative of Rockies Express Pipeline LLC

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## **RATE SCHEDULE FTS**

### **FIRM TRANSPORTATION SERVICE**

#### **1. AVAILABILITY**

This Rate Schedule FTS is available to any entity (hereinafter called Shipper) which: (a) submits to Transporter a valid request, as defined in Section 3 hereof, for 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. Under this Rate Schedule FTS, a single FTS Agreement is available to multiple parties who meet the qualifications set forth in the Multiple Shipper Option Agreement ("MSOA") and such agreement has been executed by the Shippers with Transporter. The form of FTS Agreement and MSOA 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 provided on a firm basis and shall be performed in accordance with Part 284 of the Federal Energy Regulatory Commission's (Commission) 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 consist of the acceptance by Transporter of Gas tendered by Shipper for transportation at the Primary Receipt Point(s) specified in or applicable to the FTS Agreement, the transportation of that Gas through Transporter's pipeline System, and the delivery of that Gas by Transporter to Shipper or for Shipper's account at the Primary Delivery Point(s) 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), plus Fuel reimbursement and other deductions, specified in the FTS Agreement. The firm service hereunder shall be provided on a uniform hourly basis as specified in Section 5 of the General Terms and Conditions of this Tariff.
- 2.3 Changes to Primary Receipt or Delivery Points contained in the FTS Agreement shall be subject to Section 3.2 of the General Terms and Conditions of this tariff. Service hereunder shall not encompass gathering services, transportation through the facilities of any third party, processing, or transportation to or from processing facilities, unless otherwise provided for under this Tariff or specified in the FTS Agreement.
- 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 Secondary 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.
- 2.6 Shippers holding Capacity under this Rate Schedule FTS may segment or release such Capacity in accordance with Sections 7 and 15 and any other applicable provisions of 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 for 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 3.2F, 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 Discounted Rate or Negotiated Rate consistent with this Rate Schedule FTS.
  - 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 if the request is incomplete or does not comply with this Rate Schedule FTS. 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.

- C. Transporter shall tender an FTS Agreement and any applicable MSOA to Shipper for execution as soon as practicable after 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 and any applicable MSOA hereunder within ten (10) Days after Transporter has tendered the FTS Agreement 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:

ROCKIES EXPRESS PIPELINE LLC  
Commercial Operations  
370 Van Gordon Street  
Lakewood, CO 80228  
Facsimile Number (303) 763-3515  
E-mail: REX@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, as well as the Maximum Daily Receipt Quantity (MDRQ) for each Primary Receipt Point and the Maximum Daily Delivery Quantity (MDDQ) for each Primary Delivery Point, exclusive of applicable Fuel and Lost and Unaccounted-for Gas; 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 Receipt Point(s) at which Shipper desires Transporter to receive Gas. Each Receipt Point will have an MDRQ. The sum of all such MDRQs shall equal the aggregate MDQ stated in the FTS Agreement.

C. DELIVERY POINT(S)

The request shall specify the Primary Delivery Points(s) at which Shipper desires Transporter to deliver Gas. Each Delivery Point will have an MDDQ. The sum of all such MDDQs shall equal the aggregate MDQ stated in the FTS Agreement.

D. LIMITATION OF POINTS

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

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 TRANSPORTER'S 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 of this Tariff as revised from time-to-time.

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;
- (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.

I. SHIPPER CONTACT INFORMATION

Shipper shall provide Transporter with Shipper's name, billing address, representative, and general correspondence address either at the time of the request or when an initial Nomination for service under an executed FTS Agreement is submitted.

#### **4. TERM**

- 4.1 The term of service hereunder shall be set forth in the FTS Agreement between Shipper and Transporter.
- 4.2 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 granted through 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.

#### **5. RATE**

The applicable rates, including any surcharges, for Firm Transportation Service are set forth in this FERC Gas Tariff, as revised from time-to-time. Unless otherwise agreed to in writing between Transporter and Shipper pursuant to Section 33 of the General Terms and Conditions of this Tariff, the applicable rate shall not be in excess of the maximum rate nor less than the minimum rate. Where a Shipper has agreed to pay a Negotiated Rate, the rates assessed hereunder shall be governed by Section 33 of the General Terms and Conditions of this Tariff. A request for service at a Negotiated Rate shall specify the Negotiated Rate to which the Shipper is willing to agree.

- 5.1 Monthly Charge. Each Month, under this Rate Schedule FTS, Shipper shall be assessed a two-part charge consisting of: (a) a Reservation Charge, based on the product of the Shipper's MDQ, or applicable portion thereof, multiplied by the applicable Reservation Rate; and (b) a Commodity Charge, based on the product of each Dth of Gas delivered to Shipper or for Shipper's account, multiplied by the applicable Commodity Rate.
- 5.2 Shipper shall reimburse Transporter for FL&U and Electric Power Costs required in transporting Gas hereunder, as provided by Section 38 and Section 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 33 of the General Terms and Conditions of this Tariff.
- 5.3 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 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 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:

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

- 5.4 The ACA will be assessed, when applicable, as provided in Section 30 of the General Terms and Conditions of this Tariff, on volumes delivered by Transporter for Shipper 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, charges, terms and conditions applicable under this Rate Schedule FTS, 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 Commission 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 ten (10) Days after a written request by Transporter. If, at any time and from time-to-time, the Commission 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 FTS Agreement or a separate discount Agreement, 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, and subject to Section 12.6 of the General Terms and Conditions of this Tariff, 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 unless otherwise agreed to in writing between Transporter and Shipper pursuant to Section 33 of the General Terms and Conditions of 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 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 and volumes retained by Transporter as a result of providing service under this Rate Schedule FTS shall be retained by Transporter, unless Transporter has otherwise specifically agreed or been 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 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. Shipper may utilize any and all Points as Secondary Receipt or Delivery Points subject to applicable charges and subject to the General Terms and Conditions of this Tariff.

- 7.2 Acceptable conditions of operation at Receipt and Delivery Points 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 FTS 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 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 ("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. Shipper may utilize Primary and Secondary Receipt and Delivery Points in accordance with the provisions of this tariff; however, such use may result in the Shipper exceeding its Capacity rights (as specified by the MDRQ, MDDQ or MDQ in the FTS Agreement), either by zone or in total, but not both. 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 in writing.
- 8.2 For any Overrun Service hereunder which is not authorized ("Unauthorized Overrun Service"), Shipper shall pay Transporter, in addition to the Authorized Overrun Service Charge, an Unauthorized Overrun Service Charge. Such Unauthorized Overrun Service Charge shall equal the amount of Gas in Dth tendered to Transporter or delivered to Shipper under an FTS Agreement, which exceeds the MDQ on any Day under such FTS Agreement, multiplied by two (2) times the daily spot price for the Day on which the Unauthorized Overrun occurred, as published in Natural Gas Intelligence Group, Natural Gas Week Data Source, Spot Prices from Daily Price Snapshot, under the "Volume-Weighted Price" column, for the locations listed below:



Location of Receipt or Delivery Point, as applicable:

<b>Pipeline Segment</b>	<b>East of:</b>	<b>West or South of &amp; Including:</b>	<b>Index</b>
600-650 100-120		Wamsutter	CIG, Rocky Mountains
130-160	Wamsutter	Cheyenne	Cheyenne Hub
200-290	Cheyenne	PEPL-Audrain County, MO	Northern Natural Demarc
300-320	PEPL	IL / IN Border	Chicago Citygates
330-390	IL / IN Border	Clarington	Columbia Gas, Appalachia

- 8.3 Transporter shall have no authority to assess to any Shipper an Unauthorized Overrun Service Charge at any time except during the Directional Notice, Critical Time and Unilateral Action phases of Transporter's Operational Control Sequence, as defined in Section 36 of the General Terms and Conditions of this Tariff. Any 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.
- 8.4 In each instance when a 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.
- 8.5 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.

## **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.

## **1. DEFINITIONS**

**Administrator.** The party designated by the Principals to act on their behalf under a Multiple Shipper Option Agreement.

**Affiliate-Shipper.** An entity that directly or indirectly is controlled by or under common control by the same person(s) as Transporter and that has an Agreement in place for service(s) to be provided by Transporter.

**Backhaul.** The transportation of Gas which is nominated for receipt and delivery opposite of the designated flow direction of Transporter's pipeline segments.

**Agent.** The party who is authorized, in writing, to act for a Shipper or Point Operator, and who may do and perform any such authorized acts as may be required to be performed by a Shipper or Point Operator under this Tariff, as if the same were being performed by the Shipper or Operator itself.

**Agreement.** A Transportation Service Agreement subject to, as applicable, Rate Schedules FTS, ITS, IBS, C-HUB-FS, C-HUB-IS, PALS, or PAWS; or any agreement to which these General Terms and Conditions may apply. For transactions with a term of thirty-one (31) days or less, upon mutual agreement of the parties, the agreed-upon terms of service, the applicable unexecuted pro forma Transportation Service Agreement, the applicable rate schedule, and the General Terms and Conditions shall constitute the Agreement for purposes of this Tariff.

**Alternate Point.** Any point not originally listed in a Shipper's Service Agreement as Primary.

**Balance or Balancing.** The Shipper's or Operator's obligation to cause deliveries to equal receipts, with due consideration given to Fuel and Lost and Unaccounted-for Gas Reimbursement Quantities, and other deductions.

**Best Bid.** Evaluating a request or bid based on applying a Net Present Value Calculation of the incremental revenues that the Shipper will be paying on Transporter's System.

**Business Day.** Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico.

**Capacity.** The Gas volume which any particular segment or Point of Transporter's facilities is capable of accommodating.

**Cheyenne Booster Facilities.** The specific incremental facilities operated by Transporter that provide the pressures necessary for a Shipper to utilize specific points, listed on Transporter's Interactive Website and located in the general area of Weld County, Colorado.

Cheyenne Hub Facilities. The specific incremental facilities operated by Transporter that provide the pressures necessary for a Shipper to utilize specific points located in the general area of Weld County, Colorado. A listing of the receipt and delivery points for which project charges related to the Cheyenne Hub Facilities apply are as follows:

Receipts:

42717R TPC/REX Lone Tree Weld Rec  
42718 CHEY/REX Crazy Bear Weld  
42525 CIG/REX Crazy Horse Weld  
44619P REX/TIGT Happy Hollow Weld  
60345P Cheyenne Connector/REX Weld  
60348 WIC/REX Sitting Bull #2 Weld

Deliveries:

42525 CIG/REX Crazy Horse Weld  
42718 CHEY/REX Crazy Bear Weld  
44619P REX/TIGT Happy Hollow Weld  
60364 REX/REX Cheyenne Compression Pool Weld

Commission. See FERC.

Curtailment or Interruption. Suspension, either in total or in part, of service due to the Transporter's inability to provide service to a customer for any reason.

Day or Gas Day. A consecutive 24-hour period from nine o'clock (9:00) a.m. to nine o'clock (9:00) a.m. Central Clock Time.

Delivery Point. Any Point at which Transporter delivers to or for the account of Shipper, Gas which has been transported by Transporter under an Agreement.

Discounted Rate. A rate or charge to a Shipper mutually agreed to by Transporter and Shipper for service under any specified Rate Schedule in the Tariff which shall not be less than the applicable minimum Tariff rate nor greater than the applicable maximum Tariff rate, and which conforms with applicable requirements for Discounted Rates set forth in the Tariff.

Dth. As defined in NAESB WGQ Standard No. 1.3.1.

Electronic Data Interchange ("EDI"). The electronic communication methodology used to transmit and receive data related to Gas transactions. Transporter shall designate an electronic "site" at which Shippers and Transporter may exchange data electronically. All data provided at such site shall be considered as being delivered to the appropriate party. Transporter's use and implementation of EDI shall conform to all appropriate NAESB standards. Furthermore, Transporter's implementation of EDI shall be specified in an Electronic Data Interchange Trading

Partner Agreement, which shall substantially conform to the NAESB Model EDI Trading Partner Agreement.

Equivalent Volumes. The sum of the volumes of Gas measured in Dth received by Transporter for the account of Shipper at the Receipt Points during any given period of time: (a) reduced by (i) Shipper's pro rata share of Fuel and Lost and Unaccounted-for Gas resulting from the operations of Transporter hereunder during the same period of time, and (ii) any Gas vented as provided in Section 3.6B hereof during the same period of time; and (b) adjusted for any variations in Btu content, as corrected for any water vapor in excess of six (6) pounds per million (1,000,000) cubic feet of Gas, it being the intent of the parties that the volumes of Gas delivered hereunder at the Delivery Point after transportation be the thermal equivalent of the volumes of Gas delivered at the Receipt Point for transportation, after reduction, correction and adjustment as provided above.

In determining Equivalent Volumes for redelivery, Transporter shall formulate a thermal balance evaluating inputs to, and deliveries from, the System at least once each Month. The difference between Btus delivered to Transporter for transportation from all Shippers and Btus redelivered to all Shippers hereunder, shall be deemed Fuel and Lost and Unaccounted-for Gas. Each Shipper shall provide such Fuel and Lost and Unaccounted-for Gas pro rata to the actual Btus of Gas delivered by such Shipper to Transporter during the period covered by the thermal balance; provided, however, that each Shipper shall be responsible for Unauthorized Overrun Gas delivered by Shipper to Transporter which is vented under Section 3.6B; and provided further that Fuel shall not exceed the actual Fuel as defined in Section 1 of these General Terms and Conditions. The formula used to determine the delivery quantity shall be:  $\{(1 - FL\&U\%) / 100\}$  multiplied by the receipt quantity (rounded to the nearest Dth).

Existing Shipper. Those entities which have an executed Agreement with Transporter.

FERC or Commission. The Federal Energy Regulatory Commission or any federal commission, agency or other governmental body or bodies succeeding to, lawfully exercising or superseding any powers which are exercisable by the Federal Energy Regulatory Commission.

Fuel and Lost and Unaccounted-for Reimbursement Quantities or FL&U. The sum of the quantity of Fuel and the quantity of Lost and Unaccounted for Gas.

Gas. Combustible hydrocarbon Gas.

Gas Day or Day. A consecutive 24-hour period from nine o'clock (9:00) a.m. to nine o'clock (9:00) a.m. Central Clock Time.

Hub. A set of Receipt and Delivery Points on Transporter's system which are located within a specified geographic area as set forth on Transporter's Interactive Website, and subject to change from time to time.

**Hub Pooling Point.** A designated Pooling Point included within a Hub, as identified on Transporter's Interactive Website, for the purpose of facilitating pooling. A Hub Pooling Point is not a physical point on the system, but is a logical point used to aggregate and disaggregate quantities of Gas at a Hub.

**Imbalance.** The difference between the Total Energy Content in Dth of transportation Gas received by the Transporter at the Receipt Point(s) for the Shipper's or Operator's account and the Total Energy Content in Dth of transportation Gas delivered by the Transporter to the Shipper's or Operator's account at the Delivery Point(s), with due regard given to the Fuel Reimbursement Quantities, and other deductions.

**Interactive Website.** Transporter's internet website maintained for communication regarding transportation services in accordance with applicable Commission regulations and North American Energy Standards Board ("NAESB") WGQ standards, as described in Section 14 of these General Terms and Conditions.

**Interruption.** See Curtailment.

**Intraday Nomination.** A Nomination submitted whose effective time is no earlier than the beginning of the applicable Gas Day and runs through the end of that Gas Day (NAESB WGQ Standard No. 1.2.4, V3.0).

**Location or PIN.** The Receipt or Delivery Point Identification Number associated with each of the Receipt or Delivery Points on Transporter's System. Such Locations can be found on Transporter's Interactive Website.

**Lost And Unaccounted-for Gas.** The thermal equivalent of the difference between the sum of all input volumes of Gas to the System and the sum of all output volumes of Gas from the System, which difference shall include but shall not be limited to Gas vented (other than Gas vented pursuant to Section 3.4E) and Gas lost as a result of an event of Force Majeure, the ownership of which cannot be reasonably identified, but shall not include Fuel.

**Maximum Daily Delivery Quantity (MDDQ).** The specified quantity at each Primary Delivery Point listed in a Shipper's Agreement with Transporter. The sum of the MDDQs shall equal the MDQ of the Agreement.

**Maximum Daily Receipt Quantity (MDRQ).** The specified quantity at each Primary Receipt Point listed in a Shipper's Agreement with Transporter. The sum of the MDRQs shall equal the MDQ of the Agreement.

**Mcf.** One thousand (1,000) cubic feet of Gas.

**MDQ.** The maximum daily quantity of Gas which Transporter has agreed to receive or deliver at each Receipt or Delivery Point or in the aggregate, as specified in the Agreement. The MDQ shall not include Fuel and Lost and Unaccounted-for Gas.

Meeker Booster Facilities (formerly known as the Meeker Hub Facilities). The specific incremental facilities operated by Transporter that provide the pressures necessary for a Shipper to utilize specific points, listed on Transporter's Interactive Website and located in the general area of Meeker, Colorado.

Month. The period beginning on the first Day of any calendar Month and ending at the beginning of the first Day of the next succeeding calendar Month.

Monthly Maintenance Schedule. The notice Transporter posts on its Interactive Website prior to bid-week for the subsequent month that contains a list of scheduled maintenance activities Transporter anticipates conducting in the subsequent month which are likely to result in curtailment or outages on the pipeline.

Multiple Shipper Option Agreement. The Agreement as set forth in the Forms of Service Agreement section of this Tariff, executed by multiple Principals as Shipper with a designated Administrator.

NAESB WGQ Standard. The business standards and electronic communication standards promulgated by the North American Energy Standards Board ("NAESB") and adopted and codified by the Commission in Section 284.12 of the Commission's Regulations.

Negotiated Rate. A rate or rate formula for service under any applicable Agreement which Transporter and Shipper mutually agree upon, and in which one or more of the individual rate components may be less than, equal to, or greater than Transporter's maximum and/or minimum rates, may be based on a rate design other than Straight Fixed Variable (SFV), and may include a minimum volume.

Net Present Value Calculation or NPV. Utilizing a standard net present value calculation based on a stream of revenues for the term of the bid, discounted by an appropriate interest rate, to determine the highest incremental revenue stream for Transporter's System.

Nomination. The written requests for transportation submitted pursuant to Section 7 of these General Terms and Conditions.

Operational Balancing Agreement or OBA. A contract between two parties which specifies the procedures to manage operating variances at an interconnect.

Operational Impact Area. The area(s) on Transporter's System, as identified in this Tariff and approved by the Commission, in which Imbalances have a similar operational effect.

Overrun Gas. Those volumes of Gas tendered for transportation by Shipper on any Day in excess of its currently effective MDQ, to the extent such Gas is scheduled under Section 7 of these General Terms and Conditions.

**Overthrust Lease Facilities.** The specific incremental facilities operated by Transporter pursuant to a Capacity lease with Overthrust Pipeline to permit a Shipper to transport Gas between Opal, Wyoming and Transporter's System at Wamsutter, Wyoming.

**Point Identification Number (PIN).** See Location.

**Point Operator.** A party which physically operates facilities connected to Transporter's System for deliveries of Gas into or receipts from Transporter's System or a third-party designated in writing by the party physically operating such facility. Such third-party Point Operator must comply with the applicable Rate Schedule as well as the General Terms and Conditions contained herein.

**Pooling.** The aggregation of gas from multiple physical and/or logical points to a single physical or logical point, and/or the disaggregation of gas from a single physical or logical point to multiple physical and/or logical points (NAESB WGQ Standard No. 1.2.3 V3.0).

**Pooling Point.** The "paper" point of transfer whereby suppliers can aggregate gas supplies for delivery to their downstream markets.

**Primary Delivery Point(s).** Those Delivery Points on Transporter's System listed as Primary under Shipper's applicable Service Agreement, as amended from time-to-time.

**Primary Path.** The path on Transporter's System between the Primary Receipt Point(s) and the Primary Delivery Point(s) as listed in Shipper's applicable Service Agreement.

**Primary Receipt Point(s).** Those Receipt Points on Transporter's System listed as Primary under Shipper's applicable Service Agreement, amended from time-to-time.

**Principals.** A number of Shippers that have designated a Principal or non-Principal to act as an Administrator on their behalf under a Multiple Shipper Option Agreement.

**Prospective Shipper.** Those entities that do not have a currently effective Service Agreement.

**Psi.** The pressure measured in pounds per square inch.

**Psia.** Pounds per square inch absolute.

**Receipt Point.** Any Point at which Gas is tendered by or for the account of Shipper to Transporter for transportation as specified in an Agreement or as applicable to service under such Agreement by operation of this Tariff.

**Recourse Rate.** The applicable maximum rate that would otherwise apply to the service but for the Negotiated Rate flexibility allowed under Section 33 hereof.

**Service Agreement.** A written agreement, and any exhibits, attachments and/or amendments, for Gas service, which is executed by Transporter and Shipper.

Secondary Delivery Point(s). Those Delivery Points on Transporter's System not listed as Primary on Shipper's Service Agreement that Shipper can elect from time-to-time subject to the applicable Rate Schedule and these General Terms and Conditions.

Secondary Receipt Point(s). Those Receipt Points on Transporter's System not listed as Primary on Shipper's Service Agreement that Shipper can elect from time-to-time, subject to the applicable Rate Schedule and these General Terms and Conditions.

Seneca Lateral Facilities. The specific incremental facilities operated by Transporter that provide the pressures necessary for a Shipper to utilize specific points, listed on Transporter's Interactive Website and located in the general area of Monroe and Noble Counties, Ohio.

Shipper. May refer to Existing Shippers or Prospective Shippers, individually or collectively, depending on the context. In addition, in a given context, Shipper may refer to an entity that is seeking to become a Shipper.

System. The pipeline, any compression, and related facilities owned by Transporter.

Total Energy Content. That amount determined by multiplying the Total Heating Value (as defined in Section 18.5 of these General Terms and Conditions) by the volume of Gas in cubic feet, adjusted for as-delivered water content.

Transporter. ROCKIES EXPRESS PIPELINE LLC.

Unauthorized Overrun Gas. Overrun Gas not accepted by Transporter for scheduling pursuant to Section 7 of these General Terms and Conditions.

Year. A period of three hundred sixty-five (365) consecutive Days or three hundred sixty-six (366) consecutive Days if such period includes February 29.



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

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(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 [DATE], 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:**

\_\_\_ effective \_\_\_\_\_ (Date) 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 \_\_\_\_\_

\_\_\_ on behalf of the Principals as set forth in MSOA Contract No. \_\_\_\_\_, hereinafter  
individually and collectively referred to as "Shipper," which Principals meet the requirements  
set forth in such Multiple Shipper Option Agreement which is incorporated herein by reference.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. TERM OF SERVICE:**

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

to

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

**Rockies Express Pipeline LLC**FERC Gas Tariff  
Third Revised Volume No. 1Service Agreement - FTS  
Section Version: 7.0.0

## 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 FTS Maximum Daily Quantity ("MDQ"):

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
_____	_____
_____	_____
_____	_____

## 7. PRIMARY FTS RECEIPT POINTS &amp; 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 &amp; 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 (date, period-of-time or event)

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@tallgrassenergyllp.com

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

**Shipper Approval:**

Shipper: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

**Transporter Approval:**

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)

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

This Multiple Shipper Option Agreement ("MSOA") is entered into, effective as of \_\_\_\_\_ ("Effective Date"), by and among Rockies Express Pipeline LLC ("Transporter"), [names], individually and collectively "Principals," and [name], "Administrator." Each of the Principals and the Administrator may hereinafter be referred to as a "Party" or collectively as "the Parties."

WHEREAS, each of the Principals desires to appoint Administrator as its agent to enter into an FTS Agreement with Transporter as though such Administrator were such Principal.

NOW THEREFORE in consideration of the mutual benefits, covenants, and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto agree as follows:

1. Each of the Principals hereby:
  - (a) appoints Administrator as its agent from and after the Effective Date to enter into a single FTS Agreement with Transporter in which the Principals shall be treated collectively as one Shipper for contracting, capacity release, scheduling, nomination, allocation, and billing purposes;
  - (b) represents and warrants that it has the power and authority to appoint Administrator as its agent and to cause Administrator to enter into the FTS Agreement on its behalf;
  - (c) represents and warrants that Transporter shall be entitled to rely solely on the Administrator as being the "Shipper" for all purposes under the FTS Agreement, including without limitation, the unilateral right to amend, extend, or terminate the FTS Agreement, without liability to Transporter for its reliance thereon;
  - (d) agrees to indemnify and hold Transporter harmless from any third-party claims attributable to Transporter's reliance on Administrator's instruction pursuant to the MSOA;
  - (e) represents and warrants that it will meet the "shipper must have title" requirements as set forth in Section 22 of Transporter's FERC Gas Tariff for all service provided to it under the FTS Agreement; and
  - (f) represents, warrants, and agrees that it is jointly and severally liable for the obligations of all Shippers under the FTS Agreement while the Principal is a party under this MSOA.
2. Administrator hereby:

- (a) accepts the appointment as agent and covenants and agrees with each of the Principals that from and after the Effective Date, it will be bound by the terms and conditions of the FTS Agreement, and will observe and perform the covenants and agreements of the FTS Agreement;
  - (b) represents and warrants that it has the power and authority to accept this appointment as agent for the FTS Agreement on behalf of each of the Principals;
  - (c) agrees to indemnify and hold Transporter harmless from any third-party claims attributable to Transporter's reliance on Administrator's instruction pursuant to this MSOA; and
  - (d) agrees to remain Administrator for so long as the FTS Agreement is in effect.
- 3. Credit support in an amount to be determined pursuant to Transporter's FERC Gas Tariff for the total contract quantity under the FTS Agreement shall be provided to Transporter prior to the effective date of such FTS Agreement or of any amendment thereto which increases the contract entitlements. The collateral must be provided by any one or a combination of the Principals (which entity or entities providing such collateral may change during the term of the FTS Agreement) and will be adjusted in the event of an amendment to the FTS Agreement that results in an increase or decrease in the required credit support.
- 4. Each Principal acknowledges and agrees that it is a Principal under the FTS Agreement that includes multiple Principals and that Transporter is entitled to rely solely on the Administrator's representation regarding the allocation of rights and obligations among the Principals under the FTS Agreement, even if the representation is inconsistent with the position of one or more of the Principals. Each Principal releases Transporter from any and all claims, disputes, liability, or causes of action it may have arising out of or related to such relationship, Transporter needing only to look to Administrator for all purposes under the FTS Agreement.
- 5. This MSOA may not be assigned. This MSOA shall remain in effect for so long as the FTS Agreement is in effect, including any amendments thereto; provided that the provisions of Sections 1(d) and 1(f) shall survive termination of this MSOA; and, provided further, that in the event an FTS Agreement using this MSOA has not been executed by Administrator within six months of the Effective Date, this MSOA shall automatically terminate and have no further force and effect.
- 6. A Principal, who is not the Administrator, may be removed from or added to the MSOA through an amendment executed by such Principal, the remaining Principals, any new Principal, and the Administrator, the execution of which may not be unreasonably withheld, delayed, or conditioned. No such amendment to the MSOA shall be binding on Pipeline until the amended MSOA is executed by such Principal, the Administrator, and the remaining Principals along with any new Principal, and in the event such change in Principals impacts the credit support required by Paragraph 3 above, such requirements have been satisfied. In the event the MSOA is amended to remove a Principal ("Removed Principal"), the MSOA shall terminate as to any Removed Principal upon the effective date of an amended MSOA as set forth herein above; provided, however, such Removed Principal shall remain liable for any obligations, claims, or liability under the FTS Agreement regardless of when brought, if the event giving rise to which occurred prior to the effective date of such replacement MSOA. If, upon removal of a Principal, there remains only one Principal under this MSOA, the MSOA shall terminate immediately and the remaining Principal shall become the sole shipper under an FTS Agreement that supersedes and replaces the FTS Agreement; provided the remaining Principal and the Removed Principal shall

remain liable for any obligations, claims, or liability under the replaced FTS Agreement regardless of when brought, if the event giving rise to which occurred prior to the effective date of the replacement FTS Agreement. The new replacement FTS Agreement otherwise shall be identical in all respects to the replaced FTS Agreement.

7. This MSOA may be executed in multiple counterparts and, when each Party has executed and delivered a counterpart, all counterparts together shall constitute one agreement.

IN WITNESS WHEREOF the Parties hereto have executed and delivered this MSOA as of the date first above written.

Transporter: *Rockies Express Pipeline LLC*

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Principal: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Principal: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Administrator: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

[Add additional signature blocks for Principals and/or Removed Principals, when applicable, as necessary.]

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ACA

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## **RATE SCHEDULE FTS**

### **FIRM TRANSPORTATION SERVICE**

#### **1. AVAILABILITY**

This Rate Schedule FTS is available to any entity (hereinafter called Shipper) which: (a) submits to Transporter a valid request, as defined in Section 3 hereof, for 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. Under this Rate Schedule FTS, a single FTS Agreement is available to multiple parties who meet the qualifications set forth in the Multiple Shipper Option Agreement ("MSOA") and such agreement has been executed by the Shippers with Transporter. The form of FTS Agreement and MSOA 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 provided on a firm basis and shall be performed in accordance with Part 284 of the Federal Energy Regulatory Commission's (Commission) 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 consist of the acceptance by Transporter of Gas tendered by Shipper for transportation at the Primary Receipt Point(s) specified in or applicable to the FTS Agreement, the transportation of that Gas through Transporter's pipeline System, and the delivery of that Gas by Transporter to Shipper or for Shipper's account at the Primary Delivery Point(s) 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), plus Fuel reimbursement and other deductions, specified in the FTS Agreement. The firm service hereunder shall be provided on a uniform hourly basis as specified in Section 5 of the General Terms and Conditions of this Tariff.
- 2.3 Changes to Primary Receipt or Delivery Points contained in the FTS Agreement shall be subject to Section 3.2 of the General Terms and Conditions of this tariff. Service hereunder shall not encompass gathering services, transportation through the facilities of any third party, processing, or transportation to or from processing facilities, unless otherwise provided for under this Tariff or specified in the FTS Agreement.
- 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 Secondary 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.
- 2.6 Shippers holding Capacity under this Rate Schedule FTS may segment or release such Capacity in accordance with Sections 7 and 15 and any other applicable provisions of 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 for 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 3.2F, 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 Discounted Rate or Negotiated Rate consistent with this Rate Schedule FTS.
  - 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 if the request is incomplete or does not comply with this Rate Schedule FTS. 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.

- C. Transporter shall tender an FTS Agreement **and any applicable MSOA** to Shipper for execution as soon as practicable after 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 **and any applicable MSOA** hereunder within ten (10) Days after Transporter has tendered the FTS Agreement 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:

ROCKIES EXPRESS PIPELINE LLC  
Commercial Operations  
370 Van Gordon Street  
Lakewood, CO 80228  
Facsimile Number (303) 763-3515  
E-mail: REX@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, as well as the Maximum Daily Receipt Quantity (MDRQ) for each Primary Receipt Point and the Maximum Daily Delivery Quantity (MDDQ) for each Primary Delivery Point, exclusive of applicable Fuel and Lost and Unaccounted-for Gas; 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 Receipt Point(s) at which Shipper desires Transporter to receive Gas. Each Receipt Point will have an MDRQ. The sum of all such MDRQs shall equal the aggregate MDQ stated in the FTS Agreement.

C. DELIVERY POINT(S)

The request shall specify the Primary Delivery Points(s) at which Shipper desires Transporter to deliver Gas. Each Delivery Point will have an MDDQ. The sum of all such MDDQs shall equal the aggregate MDQ stated in the FTS Agreement.

D. LIMITATION OF POINTS

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

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 TRANSPORTER'S 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 of this Tariff as revised from time-to-time.

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;
- (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.

I. SHIPPER CONTACT INFORMATION

Shipper shall provide Transporter with Shipper's name, billing address, representative, and general correspondence address either at the time of the request or when an initial Nomination for service under an executed FTS Agreement is submitted.

#### **4. TERM**

- 4.1 The term of service hereunder shall be set forth in the FTS Agreement between Shipper and Transporter.
- 4.2 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 granted through 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.

#### **5. RATE**

The applicable rates, including any surcharges, for Firm Transportation Service are set forth in this FERC Gas Tariff, as revised from time-to-time. Unless otherwise agreed to in writing between Transporter and Shipper pursuant to Section 33 of the General Terms and Conditions of this Tariff, the applicable rate shall not be in excess of the maximum rate nor less than the minimum rate. Where a Shipper has agreed to pay a Negotiated Rate, the rates assessed hereunder shall be governed by Section 33 of the General Terms and Conditions of this Tariff. A request for service at a Negotiated Rate shall specify the Negotiated Rate to which the Shipper is willing to agree.

- 5.1 Monthly Charge. Each Month, under this Rate Schedule FTS, Shipper shall be assessed a two-part charge consisting of: (a) a Reservation Charge, based on the product of the Shipper's MDQ, or applicable portion thereof, multiplied by the applicable Reservation Rate; and (b) a Commodity Charge, based on the product of each Dth of Gas delivered to Shipper or for Shipper's account, multiplied by the applicable Commodity Rate.
- 5.2 Shipper shall reimburse Transporter for FL&U and Electric Power Costs required in transporting Gas hereunder, as provided by Section 38 and Section 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 33 of the General Terms and Conditions of this Tariff.
- 5.3 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 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 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:

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

- 5.4 The ACA will be assessed, when applicable, as provided in Section 30 of the General Terms and Conditions of this Tariff, on volumes delivered by Transporter for Shipper 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, charges, terms and conditions applicable under this Rate Schedule FTS, 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 Commission 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 ten (10) Days after a written request by Transporter. If, at any time and from time-to-time, the Commission 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 FTS Agreement or a separate discount Agreement, 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, and subject to Section 12.6 of the General Terms and Conditions of this Tariff, 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 unless otherwise agreed to in writing between Transporter and Shipper pursuant to Section 33 of the General Terms and Conditions of 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 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 and volumes retained by Transporter as a result of providing service under this Rate Schedule FTS shall be retained by Transporter, unless Transporter has otherwise specifically agreed or been 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 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. Shipper may utilize any and all Points as Secondary Receipt or Delivery Points subject to applicable charges and subject to the General Terms and Conditions of this Tariff.

- 7.2 Acceptable conditions of operation at Receipt and Delivery Points 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 FTS 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 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 ("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. Shipper may utilize Primary and Secondary Receipt and Delivery Points in accordance with the provisions of this tariff; however, such use may result in the Shipper exceeding its Capacity rights (as specified by the MDRQ, MDDQ or MDQ in the FTS Agreement), either by zone or in total, but not both. 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 in writing.
- 8.2 For any Overrun Service hereunder which is not authorized ("Unauthorized Overrun Service"), Shipper shall pay Transporter, in addition to the Authorized Overrun Service Charge, an Unauthorized Overrun Service Charge. Such Unauthorized Overrun Service Charge shall equal the amount of Gas in Dth tendered to Transporter or delivered to Shipper under an FTS Agreement, which exceeds the MDQ on any Day under such FTS Agreement, multiplied by two (2) times the daily spot price for the Day on which the Unauthorized Overrun occurred, as published in Natural Gas Intelligence Group, Natural Gas Week Data Source, Spot Prices from Daily Price Snapshot, under the "Volume-Weighted Price" column, for the locations listed below:

Location of Receipt or Delivery Point, as applicable:

<b>Pipeline Segment</b>	<b>East of:</b>	<b>West or South of &amp; Including:</b>	<b>Index</b>
600-650 100-120		Wamsutter	CIG, Rocky Mountains
130-160	Wamsutter	Cheyenne	Cheyenne Hub
200-290	Cheyenne	PEPL-Audrain County, MO	Northern Natural Demarc
300-320	PEPL	IL / IN Border	Chicago Citygates
330-390	IL / IN Border	Clarington	Columbia Gas, Appalachia

- 8.3 Transporter shall have no authority to assess to any Shipper an Unauthorized Overrun Service Charge at any time except during the Directional Notice, Critical Time and Unilateral Action phases of Transporter's Operational Control Sequence, as defined in Section 36 of the General Terms and Conditions of this Tariff. Any 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.
- 8.4 In each instance when a 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.
- 8.5 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.

## 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.

## 1. DEFINITIONS

Administrator. The party designated by the Principals to act on their behalf under a Multiple Shipper Option Agreement.

Affiliate-Shipper. An entity that directly or indirectly is controlled by or under common control by the same person(s) as Transporter and that has an Agreement in place for service(s) to be provided by Transporter.

Backhaul. The transportation of Gas which is nominated for receipt and delivery opposite of the designated flow direction of Transporter's pipeline segments.

Agent. The party who is authorized, in writing, to act for a Shipper or Point Operator, and who may do and perform any such authorized acts as may be required to be performed by a Shipper or Point Operator under this Tariff, as if the same were being performed by the Shipper or Operator itself.

Agreement. A Transportation Service Agreement subject to, as applicable, Rate Schedules FTS, ITS, IBS, C-HUB-FS, C-HUB-IS, PALS, or PAWS; or any agreement to which these General Terms and Conditions may apply. For transactions with a term of thirty-one (31) days or less, upon mutual agreement of the parties, the agreed-upon terms of service, the applicable unexecuted pro forma Transportation Service Agreement, the applicable rate schedule, and the General Terms and Conditions shall constitute the Agreement for purposes of this Tariff.

Alternate Point. Any point not originally listed in a Shipper's Service Agreement as Primary.

Balance or Balancing. The Shipper's or Operator's obligation to cause deliveries to equal receipts, with due consideration given to Fuel and Lost and Unaccounted-for Gas Reimbursement Quantities, and other deductions.

Best Bid. Evaluating a request or bid based on applying a Net Present Value Calculation of the incremental revenues that the Shipper will be paying on Transporter's System.

Business Day. Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico.

Capacity. The Gas volume which any particular segment or Point of Transporter's facilities is capable of accommodating.

Cheyenne Booster Facilities. The specific incremental facilities operated by Transporter that provide the pressures necessary for a Shipper to utilize specific points, listed on Transporter's Interactive Website and located in the general area of Weld County, Colorado.

Cheyenne Hub Facilities. The specific incremental facilities operated by Transporter that provide the pressures necessary for a Shipper to utilize specific points located in the general area of Weld County, Colorado. A listing of the receipt and delivery points for which project charges related to the Cheyenne Hub Facilities apply are as follows:

Receipts:

42717R TPC/REX Lone Tree Weld Rec  
42718 CHEY/REX Crazy Bear Weld  
42525 CIG/REX Crazy Horse Weld  
44619P REX/TIGT Happy Hollow Weld  
60345P Cheyenne Connector/REX Weld  
60348 WIC/REX Sitting Bull #2 Weld

Deliveries:

42525 CIG/REX Crazy Horse Weld  
42718 CHEY/REX Crazy Bear Weld  
44619P REX/TIGT Happy Hollow Weld  
60364 REX/REX Cheyenne Compression Pool Weld

Commission. See FERC.

Curtailment or Interruption. Suspension, either in total or in part, of service due to the Transporter's inability to provide service to a customer for any reason.

Day or Gas Day. A consecutive 24-hour period from nine o'clock (9:00) a.m. to nine o'clock (9:00) a.m. Central Clock Time.

Delivery Point. Any Point at which Transporter delivers to or for the account of Shipper, Gas which has been transported by Transporter under an Agreement.

Discounted Rate. A rate or charge to a Shipper mutually agreed to by Transporter and Shipper for service under any specified Rate Schedule in the Tariff which shall not be less than the applicable minimum Tariff rate nor greater than the applicable maximum Tariff rate, and which conforms with applicable requirements for Discounted Rates set forth in the Tariff.

Dth. As defined in NAESB WGQ Standard No. 1.3.1.

Electronic Data Interchange ("EDI"). The electronic communication methodology used to transmit and receive data related to Gas transactions. Transporter shall designate an electronic "site" at which Shippers and Transporter may exchange data electronically. All data provided at such site shall be considered as being delivered to the appropriate party. Transporter's use and implementation of EDI shall conform to all appropriate NAESB standards. Furthermore, Transporter's implementation of EDI shall be specified in an Electronic Data Interchange Trading

Partner Agreement, which shall substantially conform to the NAESB Model EDI Trading Partner Agreement.

Equivalent Volumes. The sum of the volumes of Gas measured in Dth received by Transporter for the account of Shipper at the Receipt Points during any given period of time: (a) reduced by (i) Shipper's pro rata share of Fuel and Lost and Unaccounted-for Gas resulting from the operations of Transporter hereunder during the same period of time, and (ii) any Gas vented as provided in Section 3.6B hereof during the same period of time; and (b) adjusted for any variations in Btu content, as corrected for any water vapor in excess of six (6) pounds per million (1,000,000) cubic feet of Gas, it being the intent of the parties that the volumes of Gas delivered hereunder at the Delivery Point after transportation be the thermal equivalent of the volumes of Gas delivered at the Receipt Point for transportation, after reduction, correction and adjustment as provided above.

In determining Equivalent Volumes for redelivery, Transporter shall formulate a thermal balance evaluating inputs to, and deliveries from, the System at least once each Month. The difference between Btus delivered to Transporter for transportation from all Shippers and Btus redelivered to all Shippers hereunder, shall be deemed Fuel and Lost and Unaccounted-for Gas. Each Shipper shall provide such Fuel and Lost and Unaccounted-for Gas pro rata to the actual Btus of Gas delivered by such Shipper to Transporter during the period covered by the thermal balance; provided, however, that each Shipper shall be responsible for Unauthorized Overrun Gas delivered by Shipper to Transporter which is vented under Section 3.6B; and provided further that Fuel shall not exceed the actual Fuel as defined in Section 1 of these General Terms and Conditions. The formula used to determine the delivery quantity shall be:  $\{(1 - FL\&U\%) / 100\}$  multiplied by the receipt quantity (rounded to the nearest Dth).

Existing Shipper. Those entities which have an executed Agreement with Transporter.

FERC or Commission. The Federal Energy Regulatory Commission or any federal commission, agency or other governmental body or bodies succeeding to, lawfully exercising or superseding any powers which are exercisable by the Federal Energy Regulatory Commission.

Fuel and Lost and Unaccounted-for Reimbursement Quantities or FL&U. The sum of the quantity of Fuel and the quantity of Lost and Unaccounted for Gas.

Gas. Combustible hydrocarbon Gas.

Gas Day or Day. A consecutive 24-hour period from nine o'clock (9:00) a.m. to nine o'clock (9:00) a.m. Central Clock Time.

Hub. A set of Receipt and Delivery Points on Transporter's system which are located within a specified geographic area as set forth on Transporter's Interactive Website, and subject to change from time to time.



**Hub Pooling Point.** A designated Pooling Point included within a Hub, as identified on Transporter's Interactive Website, for the purpose of facilitating pooling. A Hub Pooling Point is not a physical point on the system, but is a logical point used to aggregate and disaggregate quantities of Gas at a Hub.

**Imbalance.** The difference between the Total Energy Content in Dth of transportation Gas received by the Transporter at the Receipt Point(s) for the Shipper's or Operator's account and the Total Energy Content in Dth of transportation Gas delivered by the Transporter to the Shipper's or Operator's account at the Delivery Point(s), with due regard given to the Fuel Reimbursement Quantities, and other deductions.

**Interactive Website.** Transporter's internet website maintained for communication regarding transportation services in accordance with applicable Commission regulations and North American Energy Standards Board ("NAESB") WGQ standards, as described in Section 14 of these General Terms and Conditions.

**Interruption.** See Curtailment.

**Intraday Nomination.** A Nomination submitted whose effective time is no earlier than the beginning of the applicable Gas Day and runs through the end of that Gas Day (NAESB WGQ Standard No. 1.2.4, V3.0).

**Location or PIN.** The Receipt or Delivery Point Identification Number associated with each of the Receipt or Delivery Points on Transporter's System. Such Locations can be found on Transporter's Interactive Website.

**Lost And Unaccounted-for Gas.** The thermal equivalent of the difference between the sum of all input volumes of Gas to the System and the sum of all output volumes of Gas from the System, which difference shall include but shall not be limited to Gas vented (other than Gas vented pursuant to Section 3.4E) and Gas lost as a result of an event of Force Majeure, the ownership of which cannot be reasonably identified, but shall not include Fuel.

**Maximum Daily Delivery Quantity (MDDQ).** The specified quantity at each Primary Delivery Point listed in a Shipper's Agreement with Transporter. The sum of the MDDQs shall equal the MDQ of the Agreement.

**Maximum Daily Receipt Quantity (MDRQ).** The specified quantity at each Primary Receipt Point listed in a Shipper's Agreement with Transporter. The sum of the MDRQs shall equal the MDQ of the Agreement.

**Mcf.** One thousand (1,000) cubic feet of Gas.

**MDQ.** The maximum daily quantity of Gas which Transporter has agreed to receive or deliver at each Receipt or Delivery Point or in the aggregate, as specified in the Agreement. The MDQ shall not include Fuel and Lost and Unaccounted-for Gas.



Meeker Booster Facilities (formerly known as the Meeker Hub Facilities). The specific incremental facilities operated by Transporter that provide the pressures necessary for a Shipper to utilize specific points, listed on Transporter's Interactive Website and located in the general area of Meeker, Colorado.

Month. The period beginning on the first Day of any calendar Month and ending at the beginning of the first Day of the next succeeding calendar Month.

Monthly Maintenance Schedule. The notice Transporter posts on its Interactive Website prior to bid-week for the subsequent month that contains a list of scheduled maintenance activities Transporter anticipates conducting in the subsequent month which are likely to result in curtailment or outages on the pipeline.

Multiple Shipper Option Agreement. The Agreement as set forth in the Forms of Service Agreement section of this Tariff, executed by multiple Principals as Shipper with a designated Administrator.

NAESB WGQ Standard. The business standards and electronic communication standards promulgated by the North American Energy Standards Board ("NAESB") and adopted and codified by the Commission in Section 284.12 of the Commission's Regulations.

Negotiated Rate. A rate or rate formula for service under any applicable Agreement which Transporter and Shipper mutually agree upon, and in which one or more of the individual rate components may be less than, equal to, or greater than Transporter's maximum and/or minimum rates, may be based on a rate design other than Straight Fixed Variable (SFV), and may include a minimum volume.

Net Present Value Calculation or NPV. Utilizing a standard net present value calculation based on a stream of revenues for the term of the bid, discounted by an appropriate interest rate, to determine the highest incremental revenue stream for Transporter's System.

Nomination. The written requests for transportation submitted pursuant to Section 7 of these General Terms and Conditions.

Operational Balancing Agreement or OBA. A contract between two parties which specifies the procedures to manage operating variances at an interconnect.

Operational Impact Area. The area(s) on Transporter's System, as identified in this Tariff and approved by the Commission, in which Imbalances have a similar operational effect.

Overrun Gas. Those volumes of Gas tendered for transportation by Shipper on any Day in excess of its currently effective MDQ, to the extent such Gas is scheduled under Section 7 of these General Terms and Conditions.

Overthrust Lease Facilities. The specific incremental facilities operated by Transporter pursuant to a Capacity lease with Overthrust Pipeline to permit a Shipper to transport Gas between Opal, Wyoming and Transporter's System at Wamsutter, Wyoming.

Point Identification Number (PIN). See Location.

Point Operator. A party which physically operates facilities connected to Transporter's System for deliveries of Gas into or receipts from Transporter's System or a third-party designated in writing by the party physically operating such facility. Such third-party Point Operator must comply with the applicable Rate Schedule as well as the General Terms and Conditions contained herein.

Pooling. The aggregation of gas from multiple physical and/or logical points to a single physical or logical point, and/or the disaggregation of gas from a single physical or logical point to multiple physical and/or logical points (NAESB WGQ Standard No. 1.2.3 V3.0).

Pooling Point. The "paper" point of transfer whereby suppliers can aggregate gas supplies for delivery to their downstream markets.

Primary Delivery Point(s). Those Delivery Points on Transporter's System listed as Primary under Shipper's applicable Service Agreement, as amended from time-to-time.

Primary Path. The path on Transporter's System between the Primary Receipt Point(s) and the Primary Delivery Point(s) as listed in Shipper's applicable Service Agreement.

Primary Receipt Point(s). Those Receipt Points on Transporter's System listed as Primary under Shipper's applicable Service Agreement, amended from time-to-time.

Principals. A number of Shippers that have designated a Principal or non-Principal to act as an Administrator on their behalf under a Multiple Shipper Option Agreement.

Prospective Shipper. Those entities that do not have a currently effective Service Agreement.

Psi. The pressure measured in pounds per square inch.

Psia. Pounds per square inch absolute.

Receipt Point. Any Point at which Gas is tendered by or for the account of Shipper to Transporter for transportation as specified in an Agreement or as applicable to service under such Agreement by operation of this Tariff.

Recourse Rate. The applicable maximum rate that would otherwise apply to the service but for the Negotiated Rate flexibility allowed under Section 33 hereof.

Service Agreement. A written agreement, and any exhibits, attachments and/or amendments, for Gas service, which is executed by Transporter and Shipper.

Secondary Delivery Point(s). Those Delivery Points on Transporter's System not listed as Primary on Shipper's Service Agreement that Shipper can elect from time-to-time subject to the applicable Rate Schedule and these General Terms and Conditions.

Secondary Receipt Point(s). Those Receipt Points on Transporter's System not listed as Primary on Shipper's Service Agreement that Shipper can elect from time-to-time, subject to the applicable Rate Schedule and these General Terms and Conditions.

Seneca Lateral Facilities. The specific incremental facilities operated by Transporter that provide the pressures necessary for a Shipper to utilize specific points, listed on Transporter's Interactive Website and located in the general area of Monroe and Noble Counties, Ohio.

Shipper. May refer to Existing Shippers or Prospective Shippers, individually or collectively, depending on the context. In addition, in a given context, Shipper may refer to an entity that is seeking to become a Shipper.

System. The pipeline, any compression, and related facilities owned by Transporter.

Total Energy Content. That amount determined by multiplying the Total Heating Value (as defined in Section 18.5 of these General Terms and Conditions) by the volume of Gas in cubic feet, adjusted for as-delivered water content.

Transporter. ROCKIES EXPRESS PIPELINE LLC.

Unauthorized Overrun Gas. Overrun Gas not accepted by Transporter for scheduling pursuant to Section 7 of these General Terms and Conditions.

Year. A period of three hundred sixty-five (365) consecutive Days or three hundred sixty-six (366) consecutive Days if such period includes February 29.

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(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 [DATE], 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 \_\_\_\_\_ (Date) 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 \_\_\_\_\_

on behalf of the Principals as set forth in MSOA Contract No. \_\_\_\_\_, hereinafter  
individually and collectively referred to as "Shipper," which Principals meet the requirements  
set forth in such Multiple Shipper Option Agreement which is incorporated herein by reference.

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

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## 3. TERM OF SERVICE:

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

to

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

**Rockies Express Pipeline LLC**FERC Gas Tariff  
Third Revised Volume No. 1Service Agreement - FTS  
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## 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 FTS Maximum Daily Quantity ("MDQ"):

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
_____	_____
_____	_____
_____	_____

## 7. PRIMARY FTS RECEIPT POINTS &amp; 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 &amp; 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 (date, period-of-time or event)

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@tallgrassenergyllp.com

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

**Shipper Approval:**

Shipper: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**Transporter Approval:**

Transporter: **Rockies Express Pipeline LLC**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

# Rockies Express Pipeline LLC

FERC Gas Tariff  
Third Revised Volume No. 1

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

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

This Multiple Shipper Option Agreement ("MSOA") is entered into, effective as of \_\_\_\_\_ ("Effective Date"), by and among Rockies Express Pipeline LLC ("Transporter"), [names], individually and collectively "Principals," and [name], "Administrator." Each of the Principals and the Administrator may hereinafter be referred to as a "Party" or collectively as "the Parties."

WHEREAS, each of the Principals desires to appoint Administrator as its agent to enter into an FTS Agreement with Transporter as though such Administrator were such Principal.

NOW THEREFORE in consideration of the mutual benefits, covenants, and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto agree as follows:

1. Each of the Principals hereby:

- (a) appoints Administrator as its agent from and after the Effective Date to enter into a single FTS Agreement with Transporter in which the Principals shall be treated collectively as one Shipper for contracting, capacity release, scheduling, nomination, allocation, and billing purposes;
- (b) represents and warrants that it has the power and authority to appoint Administrator as its agent and to cause Administrator to enter into the FTS Agreement on its behalf;
- (c) represents and warrants that Transporter shall be entitled to rely solely on the Administrator as being the "Shipper" for all purposes under the FTS Agreement, including without limitation, the unilateral right to amend, extend, or terminate the FTS Agreement, without liability to Transporter for its reliance thereon;
- (d) agrees to indemnify and hold Transporter harmless from any third-party claims attributable to Transporter's reliance on Administrator's instruction pursuant to the MSOA;
- (e) represents and warrants that it will meet the "shipper must have title" requirements as set forth in Section 22 of Transporter's FERC Gas Tariff for all service provided to it under the FTS Agreement; and
- (f) represents, warrants, and agrees that it is jointly and severally liable for the obligations of all Shippers under the FTS Agreement while the Principal is a party under this MSOA.

2. Administrator hereby:

- (a) accepts the appointment as agent and covenants and agrees with each of the Principals that from and after the Effective Date, it will be bound by the terms and conditions of the FTS Agreement, and will observe and perform the covenants and agreements of the FTS Agreement;
  - (b) represents and warrants that it has the power and authority to accept this appointment as agent for the FTS Agreement on behalf of each of the Principals;
  - (c) agrees to indemnify and hold Transporter harmless from any third-party claims attributable to Transporter's reliance on Administrator's instruction pursuant to this MSOA; and
  - (d) agrees to remain Administrator for so long as the FTS Agreement is in effect.
- 3. Credit support in an amount to be determined pursuant to Transporter's FERC Gas Tariff for the total contract quantity under the FTS Agreement shall be provided to Transporter prior to the effective date of such FTS Agreement or of any amendment thereto which increases the contract entitlements. The collateral must be provided by any one or a combination of the Principals (which entity or entities providing such collateral may change during the term of the FTS Agreement) and will be adjusted in the event of an amendment to the FTS Agreement that results in an increase or decrease in the required credit support.
- 4. Each Principal acknowledges and agrees that it is a Principal under the FTS Agreement that includes multiple Principals and that Transporter is entitled to rely solely on the Administrator's representation regarding the allocation of rights and obligations among the Principals under the FTS Agreement, even if the representation is inconsistent with the position of one or more of the Principals. Each Principal releases Transporter from any and all claims, disputes, liability, or causes of action it may have arising out of or related to such relationship, Transporter needing only to look to Administrator for all purposes under the FTS Agreement.
- 5. This MSOA may not be assigned. This MSOA shall remain in effect for so long as the FTS Agreement is in effect, including any amendments thereto; provided that the provisions of Sections 1(d) and 1(f) shall survive termination of this MSOA; and, provided further, that in the event an FTS Agreement using this MSOA has not been executed by Administrator within six months of the Effective Date, this MSOA shall automatically terminate and have no further force and effect.
- 6. A Principal, who is not the Administrator, may be removed from or added to the MSOA through an amendment executed by such Principal, the remaining Principals, any new Principal, and the Administrator, the execution of which may not be unreasonably withheld, delayed, or conditioned. No such amendment to the MSOA shall be binding on Pipeline until the amended MSOA is executed by such Principal, the Administrator, and the remaining Principals along with any new Principal, and in the event such change in Principals impacts the credit support required by Paragraph 3 above, such requirements have been satisfied. In the event the MSOA is amended to remove a Principal ("Removed Principal"), the MSOA shall terminate as to any Removed Principal upon the effective date of an amended MSOA as set forth herein above; provided, however, such Removed Principal shall remain liable for any obligations, claims, or liability under the FTS Agreement regardless of when brought, if the event giving rise to which occurred prior to the effective date of such replacement MSOA. If, upon removal of a Principal, there remains only one Principal under this MSOA, the MSOA shall terminate immediately and the remaining Principal shall become the sole shipper under an FTS Agreement that supersedes and replaces the FTS Agreement; provided the remaining Principal and the Removed Principal shall

remain liable for any obligations, claims, or liability under the replaced FTS Agreement regardless of when brought, if the event giving rise to which occurred prior to the effective date of the replacement FTS Agreement. The new replacement FTS Agreement otherwise shall be identical in all respects to the replaced FTS Agreement.

7. This MSOA may be executed in multiple counterparts and, when each Party has executed and delivered a counterpart, all counterparts together shall constitute one agreement.

IN WITNESS WHEREOF the Parties hereto have executed and delivered this MSOA as of the date first above written.

Transporter: <i>Rockies Express Pipeline LLC</i>	Principal:
Name:	Name:
Signature:	Signature:
Title:	Title:

Principal:	Administrator:
Name:	Name:
Signature:	Signature:
Title:	Title:

[Add additional signature blocks for Principals and/or Removed Principals, when applicable, as necessary.]