



Rockies Express Pipeline LLC

October 23, 2025

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

Re: Rockies Express Pipeline LLC
Tariff Updates
Docket No. RP26-____-000

Dear Secretary Reese:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) ¹ and Part 154 of the regulations of the Federal Energy Regulatory Commission (“Commission” or “FERC”), ² Rockies Express Pipeline LLC (“Rockies Express”) hereby submits for filing 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 November 24, 2025.

<u>Section Name</u>	<u>Section Version</u>
Table of Contents	7.0.0
Currently Effective Rates – Rate Schedule IBS	1.0.0
Non-Conforming Agreements – 1	148.0.0
Rate Schedule – FTS	9.0.0
Rate Schedule – BHS	5.0.0
Rate Schedule – ITS	7.0.0
Rate Schedule – PALS	4.0.0
Rate Schedule – PAWS	3.0.0
Rate Schedule – IBS	3.0.0
Rate Schedule – C-HUB-FS	2.0.0
Rate Schedule – C-HUB-IS	2.0.0
Section 1 – Definitions	11.0.0
Section 10 – ITS Revenue Crediting	1.0.0
Section 14 – Interactive Website	3.0.0
Section 17.2 – Rollovers	2.0.0
Section 17.3 – ROFR	2.0.0
Section 17.4 – Rights of Foundation Shippers and Anchor	1.0.0

¹ 15 USC § 717c (2018).

² 18 CFR pt. 154 (2025).

<u>Section Name</u>	<u>Section Version</u>
Shippers on Assignment or Capacity Release	
Section 17.5 – Favored Nations Rights of Foundation Shippers and Anchor Shippers	1.0.0
Section 32 – Compliance with 18 C.F.R., Section 284.12	15.0.0
Section 37 – Crediting of Penalty Charges	1.0.0
Service Agreement – FTS	8.0.0
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Service Agreement – PAWS	5.0.0
Service Agreement – IBS	5.0.0
Service Agreement – C-HUB-FS	2.0.0
Service Agreement – C-HUB-IS	2.0.0

The Proposed Tariff Sections reflect the elimination of Rate Schedule IBS (Interruptible Balancing Service) and certain administrative revisions to the Tariff to remove references to obsolete shipper classes and other housekeeping revisions.

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

As explained in greater detail below, Rockies Express proposes several revisions to its Tariff. First, it proposes to eliminate Rate Schedule IBS (Interruptible Balancing Service), because its transportation shippers have not contracted for service under this rate schedule since Tallgrass was founded in 2012. Second, Rockies Express proposes certain clerical revisions to the Tariff. Specifically, Rockies Express proposes to remove references in the Tariff to the Foundation and Anchor Shipper classes from its 2006 application for a Certificate of Public Convenience and Necessity in Docket No. CP06-354-000. The shipper designations are obsolete now because the last of the shippers that qualified as Foundation or Anchor Shippers terminated its contract on May 19, 2024. Rockies Express also proposes revisions such as correcting e-mail addresses, its Interactive Website address, and section cross references.

Eliminate Rate Schedule IBS

Rockies Express currently offers an interruptible balancing service (“IB Service”) under Rate Schedule IBS.³ Rockies Express voluntarily developed, proposed, and implemented IB Service, which has been available since 2010. As described in its filing proposing the service,⁴ IB Service is an imbalance management service designed to allow shippers transporting gas to a specified physical delivery point (*i.e.*, excluding hubs and pooling points) to elect for a range of swing-up and/or swing-down from

³ See *Rockies Express Pipeline LLC*, 131 FERC ¶ 61,006 (2010) (“IBS Order”).

⁴ See Transmittal Letter of Rockies Express Pipeline LLC, Docket No. RP10-474-000 (filed March 5, 2010) (“IBS Proposal”).

nominated quantities under a linked transportation agreement.⁵ Rockies Express explained to the Commission that IB Service “is a derivative of Rate Schedule PALS [(Park and Loan Service)], wherein such swing quantities would be deemed parks or loans, and would be offered with other nominated park and loan quantities on an interruptible basis.”⁶ Rockies Express developed IB Service to provide shippers with greater flexibility in scheduling flows under their linked transportation service agreements at a physical delivery point to meet changes in demand from end-use facilities or local distribution company systems connected to Rockies Express’ system. The Commission accepted the applicable tariff sheets for filing effective April 5, 2010.⁷

Rockies Express’ records indicate that no shipper has held a service agreement under Rate Schedule IBS since 2013, shortly after when Tallgrass Energy became the operator of the pipeline. Further, Rockies Express confirms that no shipper currently holds an agreement for IB Service, and Rockies Express is not aware of any current shipper interest in IB Service. Therefore, based on its experience with IB Service, Rockies Express proposes to eliminate Rate Schedule IBS from its Tariff because it is not used by any shipper and has not been used since at least 2013. Since no shipper holds an agreement for IB Service, no shipper will be adversely impacted by the elimination of the service. Further, elimination of IB Service will neither impact rates for other services provided by Rockies Express nor should it have any other adverse impact on any shipper.

Consistent with the elimination of IB Service, Rockies Express proposes removing the following items from its Tariff: (i) Rate Schedule IBS; (ii) the Currently Effective Rates applicable to Rate Schedule IBS; and (iii) the form of service agreement applicable to Rate Schedule IBS. In addition, Rockies Express proposes making conforming edits throughout its Tariff (including in the General Terms and Conditions (“GT&C”)) to remove references to IB Service. All such revisions are reflected in the marked Proposed Tariff Sections provided herewith.

Remove References to Foundation and Anchor Shippers

The Foundation and Anchor Shipper designations applied to certain shippers who were awarded capacity and entered long-term agreements meeting certain Maximum Daily Quantity (“MDQ”) thresholds for firm west-to-east, multi-zone transportation service prior to Rockies Express’ receipt of NGA Section 7(c) certificates for what was to become its current 1,679-mile-long mainline.⁸ Following Rockies Express’

⁵ To be eligible to receive IB Service, a shipper must hold and nominate transportation quantities under a transportation service agreement pursuant to Rate Schedule FTS (Firm Transportation Service) or ITS (Interruptible Transportation Service) to which the IB Service agreement is linked.

⁶ IBS Proposal at 2.

⁷ See IBS Order at P 1.

⁸ The Rockies Express mainline was developed in three segments: (i) the Entrega Segment, running from Rocky Mountain supply basins eastward to the Cheyenne Hub in Colorado; (ii) the REX-West Segment, extending from the Cheyenne Hub eastward to an interconnection with Panhandle Eastern Pipe Line Company (“Panhandle”) in Audrain, Missouri (“REX-West”); and (iii) the REX-East Segment, extending from the Panhandle interconnection in Audrain, Missouri to Clarington, Ohio (“REX-East”). All three segments were fully in service by November 2009. As the Commission noted, “[a]n Anchor Shipper is a shipper that contracted for capacity of at least 200,000 Dth/day prior to Rockies’ construction,” and “[a] Foundation Shipper is a shipper that prior to Rockies’ certification was awarded capacity of 500,000

certification and construction process, one shipper emerged as the sole Foundation Shipper and four shippers emerged as Anchor Shippers.⁹ The Commission approved the Foundation Shipper and Anchor Shipper distinctions in its Preliminary Determination on Non-Environmental Issues for the REX-West segment.¹⁰

Rockies Express no longer has any Foundation or Anchor Shippers on its system. In the case of Encana, ConocoPhillips, and Semptra, these shippers' legacy contracts (*i.e.*, FTSA's resulting from capacity awarded in the pre-certificate and construction open seasons) expired by their own terms. BP gave up its status as an Anchor Shipper effective November 11, 2014, when it reduced the MDQ of its legacy contract from 300,000 Dth/d to 100,000 Dth/d pursuant to the terms of its FTSA.¹¹ Finally, Ultra no longer is an Anchor Shipper because its FTSA was terminated following its bankruptcy petition.¹²

Accordingly, Rockies Express proposes to remove the Foundation and Anchor Shipper references from its Tariff because they are obsolete. Furthermore, the removal of obsolete references to Foundation and Anchor Shippers will not have any impact on the rates charged by Rockies Express, or any services provided by the pipeline.

Consistent with the elimination of references to Foundation and Anchor Shippers, Rockies Express proposes removing the following items from its Tariff: (i) GT&C Section 17.4 (Rights of Foundation Shippers and Anchor Shippers on Assignment or Capacity Release); and (ii) GT&C Section 17.5 (Favored Nations Rights of Foundation Shippers and Anchor Shippers). In addition, Rockies Express proposes making conforming edits throughout its Tariff (including in the GT&C) to remove references to Foundation and Anchor Shippers. All such revisions are reflected in the marked Proposed Tariff Sections provided herewith.

Additional Administrative Revisions

Finally, Rockies Express proposes to make the following housekeeping revisions to the Tariff:

Dth/Day or greater." *Rockies Express Pipeline LLC*, 145 FERC ¶ 61,179 at PP 3, 6 (2013) ("Declaratory Order"), *order denying reh'g*, 160 FERC ¶ 61,127 (2017). *See also* Application of Rockies Express Pipeline LLC for a Certificate of Public Convenience and Necessity, Docket No. CP06-354-000 at 28-30 (filed May 31, 2006) (discussing Foundation and Anchor Shippers).

⁹ *See Declaratory Order*, 145 FERC ¶ 61,179 at PP 3, 6 ("Rockies has four anchor shippers on its system: Semptra Rockies Marketing, LLC [Semptra]; BP Energy Company (BP); Ultra Resources, Inc. (Ultra); and ConocoPhillips Company (ConocoPhillips)."; "There is one foundation shipper, Encana Marketing (USA), Inc. (Encana), on Rockies' system."). The Foundation Shipper and Anchor Shippers committed to enter into first transportation service agreements ("FTSAs") with 10-year terms ending in 2019 (and 2024 in the case of Encana) for west-to-east service across multiple rate zones. Encana later changed its name to Ovintiv Marketing Inc.

¹⁰ *Rockies Express Pipeline LLC*, 116 FERC ¶ 61,272 at PP 72-73 (2006).

¹¹ *See Rockies Express Pipeline LLC*, Docket No. RP14-1054-000 (July 11, 2014) (unpublished letter order) (order accepting tariff filing amending certain provisions of BP's FTSA, including reduction of its MDQ).

¹² *Rockies Express Pipeline LLC*, Docket No. RP22-1131-000 (Sept. 16, 2022) (unpublished letter order) (order accepting Rockies Express' filing to terminate Ultra's FTSA following its rejection in Ultra's bankruptcy proceeding that commenced in May 2020, before which the FTSA had been extended).

- Remove a legacy sheet identifying certain Non-Conforming Agreements;
- Revise Rate Schedules FTS, BHS, ITS, PALS, PAWS, C-HUB-FS, and C-HUB-IS to include an updated pipeline e-mail address for submitting service requests;
- Update GT&C section 10.2 to correct a Tariff cross-reference;
- Update GT&C section 14.2 to correct a typo in the Interactive Website address;
- Update GT&C section 32.5 to correct a typo in the Interactive Website address; and
- Update the forms of service agreement (for Rate Schedules FTS, BHS, ITS, PALS, PAWS, C-HUB-FS, and C-HUB-IS) to update the pipeline's e-mail address in the notices provision.

The foregoing changes identified in this subsection are housekeeping in nature and will not affect the rights of any shippers, nor will they have any impact on the rates charged by Rockies Express or any services provided by the pipeline.

Waivers and Other Motions

Rockies Express respectfully requests any waivers of the Commission's regulations, to the extent necessary, to permit the Proposed Tariff Sections in Third Revised Volume No. 1 to become effective on November 24, 2025. Pursuant to the Commission's regulations,¹³ Rockies Express hereby moves to place the Proposed Tariff Sections into effect at the end of the suspension period, if any, specified by the Commission.

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

Contents of this Filing

Pursuant to Part 154 of the Commission's regulations,¹⁴ the following items are included in this filing:

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

Communications and Service

Rockies Express respectfully requests that correspondence and communications concerning this filing should be sent to each of the following persons and that each should be included on the Commission's service list for this filing:¹⁵

¹³ See 18 CFR §§ 154.7(a)(9), 154.206(c).

¹⁴ 18 CFR pt. 154.

¹⁵ Rockies Express respectfully requests waiver of Rule 203(b)(3) of the Commission's Rules of Practice and Procedure, 18 CFR § 385.203(b)(3), to the extent necessary to permit the designation of more than two persons for service on behalf of Rockies Express in this proceeding.

Debbie-Anne A. Reese, Secretary

October 23, 2025

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Practice is supervised by DC bar members.

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,



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

Authorized Representative of Rockies Express Pipeline LLC

Clean Tariff Records

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Rockies Express Pipeline LLC

FERC Gas Tariff
Third Revised Volume No. 1

Currently Effective Rates -Reserved
Section Version: 1.0.0

Reserved for future use.

NON-CONFORMING AGREEMENTS

The Commission has directed that the following Agreements be filed with the Commission because they contain provisions which do not conform to Transporter's pro forma service agreements.

N/A

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@tallgrass.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:

Pipeline Segment	East of:	West or South of & Including:	Index
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.

RATE SCHEDULE BHS

BACKHAUL TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule BHS 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 Capacity available on all affected portions of its System and the operational capability to satisfy; and (b) after review by Transporter, executes a Backhaul Transportation Service Agreement (BHS Agreement) with Transporter applicable to service under this Rate Schedule BHS. The form of BHS Agreement is contained in this Tariff. There is no limitation on the number of BHS Agreements any one Shipper may have.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 The transportation service provided under this Rate Schedule BHS shall be performed in accordance with Part 284 of the Federal Energy Regulatory Commission's (Commission) Regulations. This Rate Schedule BHS shall apply to all Gas transported by Transporter for Shipper pursuant to a BHS Agreement.
- 2.2 Service provided under this Rate Schedule is limited to Backhaul transportation only. Backhaul is the transportation of Gas which is nominated for receipt and delivery opposite of the designated flow direction of Transporter's pipeline segments. Backhaul transportation service on Transporter's mainline pipeline system is applicable only on those segments that are unidirectional as reflected on Transporter's Interactive Website.
- 2.3 Acceptance of nominations and scheduling of Gas shall be subject to sufficient forward haul segment transportation volumes to effectuate the transportation of Gas under this Rate Schedule. Receipt and Delivery Point availability may be subject to displacement.
- 2.4 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 BHS 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 BHS Agreement. Transporter shall not be required to accept any Gas tendered in excess of the Maximum Daily Quantity (MDQ), plus other deductions, specified in the BHS Agreement. The service hereunder shall be provided on a uniform hourly basis as specified in Section 5 of the General Terms and Conditions of this Tariff.
- 2.5 Shippers may designate multiple Primary Receipt Point(s) each of which will have a Maximum Daily Receipt Quantity (MDRQ); the sum of which will equal the MDQ. Such

Primary Receipt Point(s) must be downstream of all Primary Delivery Points. Secondary Receipt Point(s) are available to the extent they are downstream (i.e., designated flow direction of the pipeline) of all Delivery Points and are within or between the zones used to calculate the Reservation Charge.

- 2.6 Shipper may designate multiple Primary Delivery Point(s) each of which will have a Maximum Daily Delivery Quantity (MDDQ); the sum of which will equal the MDQ. Such Primary Delivery Point(s) must be upstream of all Primary Receipt Points. Secondary Delivery Point(s) are available to the extent they are upstream (i.e., designated flow direction of the pipeline) of all Receipt Points and are within or between zones used to calculate the Reservation Charge.
- 2.7 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.
- 2.8 Shippers holding Capacity under this Rate Schedule BHS may segment or release such Capacity in accordance with the General Terms and Conditions of this Tariff, subject to such activity not creating a forward haul transaction relative to the designated flow direction of the pipeline.

3. VALID REQUESTS

- 3.1 A request for service under this Rate Schedule BHS 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 reasonable assurance of Day-to-Day of the operational capability to effect receipt, transportation and/or delivery consistent with the terms and conditions of this Rate Schedule BHS; (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

BHS; 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 BHS.

- 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 BHS. 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 a BHS Agreement 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 a BHS Agreement hereunder within ten (10) Days after Transporter has tendered the BHS 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 via Transporter's Interactive Website 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@tallgrass.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 MDRQ for each Primary Receipt Point and the 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 BHS 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 BHS 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 BHS 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 BHS, 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 BHS 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

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

4. TERM

- 4.1 The term of service hereunder shall be set forth in the BHS 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 a BHS Agreement. Upon termination of any BHS Agreement, and subject to any such rollover or right of first refusal, service by Transporter to Shipper there under shall be terminated and automatically abandoned.

5. RATE

The applicable rates, including any surcharges, for 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 BHS, 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 Fuel and Lost and Unaccounted-for (FL&U) and Electric Power Costs (EPC), as applicable, 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 sheet, unless otherwise negotiated pursuant to Section 33 of the General Terms and Conditions of this Tariff. Fuel will be assessed if the Gas received or delivered to Shipper under this Rate Schedule is transported through a booster compressor; otherwise, only the system-wide L&U will be assessed under this Rate Schedule.
- 5.3 During periods of service interruption at Primary Points and Primary Paths under this Rate Schedule, Transporter shall provide a Reservation Charge credit to Shipper for quantity nominated but not delivered on each Day of interruption. This credit shall constitute a Shipper's exclusive remedy for any such interruption.
- 5.4 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:
- $$\text{Tax Reimbursement} = [\text{Tax Rate} \times (\text{CIAC} - \text{Present Value of Tax Depreciation})] \times [1 + \{\text{Tax Rate}/(1 - \text{Tax Rate})\}]$$
- 5.5 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 BHS.

- 5.6 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 BHS, 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 BHS 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 BHS Agreement or a separate discount Agreement, be decreased to such reduced rate.
- 5.7 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 BHS 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 BHS 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 BHS 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 BHS 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 BHS 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.

- 5.8 All revenues collected and volumes retained by Transporter as a result of providing service under this Rate Schedule BHS 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 BHS 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 shall be specified in Dth in the BHS 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 BHS 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 BHS 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 BHS 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 BHS Agreement, which exceeds the MDQ on any Day under such BHS 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:

Pipeline Segment	East of:	West or South of & Including:	Index
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.

RATE SCHEDULE ITS

INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

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

2. APPLICABILITY, CHARACTER AND PRIORITY OF SERVICE

2.1 This Rate Schedule ITS defines an interruptible transportation service. This Rate Schedule ITS shall apply to all Gas received by Transporter for Shipper on a uniform hourly basis as specified in Section 5 of the General Terms and Conditions of this Tariff and pursuant to an ITS Agreement. As more fully set out in the General Terms and Conditions of this Tariff, Transporter is not providing a supply service under this Rate Schedule ITS.

2.2 Service hereunder shall consist of the acceptance by Transporter of Gas from or for the account of Shipper at Receipt Point(s) under the ITS Agreement, the transportation of that Gas through Transporter's System, and the delivery of that Gas by Transporter to Shipper or for Shipper's account at Delivery Point(s) under the ITS Agreement. Transporter shall not be required: (a) to accept on any Day Gas tendered in excess of the Maximum Daily Quantity (MDQ) specified in Shipper's ITS Agreement with Transporter, or (b) to deliver on any Day Gas requested, in excess of the Maximum Daily Quantity (MDQ) specified in the ITS Agreement; or (b) to accept or deliver on any Day Gas hereunder which is not properly nominated pursuant to and to the extent required by the General Terms and Conditions of this Tariff.

2.3 The service provided under this Rate Schedule ITS shall be performed in accordance with Part 284 of the Commission's Regulations. Shipper shall only tender Gas for transportation under this Rate Schedule ITS to the extent such service would qualify under the applicable statutes, regulations, Commission orders and the blanket certificate authorizing service by Transporter under this Rate Schedule. For service under Subpart B of Part 284 of the Commission's Regulations, Shipper shall provide to Transporter appropriate certification, including sufficient information in order for Transporter to verify that the service qualifies under Subpart B of Part 284 of the Regulations. Where required by the Commission's Regulations, Shipper shall (prior to tendering Gas under an ITS Agreement) cause the intrastate pipeline or local distribution company on whose behalf the service will be provided to submit the necessary certification.

- 2.4 Service hereunder is provided on an interruptible basis. Receipt and Delivery Point access, Nominations, scheduling, Interruption of service, allocation of Capacity, Curtailment and priorities of service are all governed by the General Terms and Conditions of this Tariff.

3. VALID REQUESTS

- 3.1 A request for service under this Rate Schedule ITS 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) which would require the construction, modification, expansion, or acquisition of any facilities; provided, however, that Transporter may agree in its reasonable discretion to construct, modify, expand, or acquire facilities to enable it to perform such services; (2) unless and until Shipper has provided Transporter with the information required in Section 3.2 hereof; (3) if Transporter determines, based on the credit analysis referenced in Section 3.2D, that Shipper does not possess sufficient financial stability to make it reasonably likely the service provided hereunder will be paid for on a timely basis; (4) if the service requested would not comply with this Rate Schedule ITS; or (5) if the service requested is at less than the applicable maximum rate; provided, however, that Transporter may agree to provide service hereunder at a discount consistent with this Rate Schedule ITS.
 - B. Transporter shall promptly notify Shipper if it cannot satisfy an otherwise valid request because such request is incomplete or does not comply with this Rate Schedule ITS. 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 ITS Agreement 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 ITS Agreement hereunder within ten (10) Days after the ITS Agreement has been tendered by Transporter for execution.
- 3.2 Requests for service hereunder shall be deemed valid only after the information specified in this section is provided by Shipper via Transporter's Interactive Website or in writing to:

ROCKIES EXPRESS PIPELINE LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
Facsimile Number (303) 763-3515
Email: REX@tallgrass.com

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

A. GAS QUANTITIES

The request shall specify in Dth the aggregate MDQ, exclusive of applicable Fuel 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. AVAILABILITY OF POINTS

- (1) A Shipper may utilize all available Receipt and Delivery Points on Transporter's System under any ITS Agreement, subject to the General Terms and Conditions of this Tariff.
- (2) The available volume and priorities at any Point shall be governed by the General Terms and Conditions of this Tariff.

C. TERM OF SERVICE

The request shall specify:

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

D. CREDIT

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

E. COMPLIANCE WITH 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 ITS, including the applicable General Terms and Conditions of this Tariff as revised from time-to-time.

F. COMMISSION-REQUIRED FILING INFORMATION

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

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

G. SHIPPER CONTACT INFORMATION

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

4. TERM

- 4.1 The term of service hereunder shall be set forth in the ITS Agreement between Shipper and Transporter. Transporter may terminate the ITS Agreement prior to the contract expiration date if Shipper fails to cause Gas to be delivered during any twelve (12) consecutive calendar Months when Capacity is available, unless Shipper's failure to deliver Gas was attributable to circumstances of Force Majeure.
- 4.2 The General Terms and Conditions of this Tariff shall govern the applicability of rollovers granted through an ITS Agreement. Upon termination of any ITS Agreement, and subject to such rollovers, service by Transporter to Shipper thereunder shall be terminated and automatically abandoned.

5. RATE

- 5.1
 - A. Shipper shall pay Transporter each Month under this Rate Schedule ITS a Commodity Charge for each Dth of Gas delivered, together with such other charges as are identified in this Tariff. The maximum Monthly Commodity Charge shall be the applicable maximum unit rate set out in this Tariff multiplied by the quantity of Gas actually delivered by Transporter during the billing Month.
 - B. 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 on which the Shipper is willing to agree.

- 5.2 Shipper shall reimburse Transporter for any Fuel and Lost and Unaccounted-for Gas and Electric Power Costs 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 currently effective Section No. 5, 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 minor facilities is required in order to provide service to Shipper, Shipper will pay Transporter for such facilities. Shipper may elect to (1) make a one-time 100 percent reimbursement for the cost of facilities or (2) pay the cost of facilities over a period of time agreed to by Shipper and Transporter. The facility charge will include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties, if the Shipper elects to reimburse Transporter for the facilities over a period of time. If a contribution in aid of construction (CIAC) is paid by the Shipper in accordance with the construction of facilities agreement and such transaction is determined to be taxable, it shall be increased by an amount (Tax Reimbursement) to compensate for the corporate income tax effects thereof, according to the following formula:
- $$\text{Tax Reimbursement} = [\text{Tax Rate} \times (\text{CIAC} - \text{Present Value of Tax Depreciation})] \times [1 + \{\text{Tax Rate}/(1 - \text{Tax Rate})\}]$$
- 5.4 The ACA charge 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 ITS.
- 5.5 A. Transporter shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in: (1) the rates, charges, terms and conditions applicable under this Rate Schedule ITS, including both the level and design of such rates and charges; and (2) the General Terms and Conditions of this Tariff. Further, Shippers may submit comments to the appropriate regulatory authority regarding any such changes that are proposed by Transporter.
- B. If, at any time and from time-to-time, the FERC or any other governmental authority having jurisdiction in the premises allows or permits Transporter to collect, or to negotiate to collect, a higher rate for the service hereunder, the rate shall, subject to any contrary provision of the ITS Agreement or a separate discount Agreement, be increased to the highest such rate. Should additional

documentation be required in order for Transporter to collect such highest rate, Shipper shall execute or provide such documentation within ten (10) Days after a written request by Transporter. If, at any time and from time-to-time, the FERC or any other governmental authority having jurisdiction in the premises requires Transporter to charge a lower rate for transportation service hereunder, the rate shall, subject to any contrary provision of the ITS 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, or by Shipper's election to nominate service consistent with the terms of the applicable service Discounted Rate offers posted by Transporter on its Interactive Website from time-to-time and subject to any provisions on discounting in the ITS 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 ITS a rate which is lower than the applicable maximum rate set forth in this Tariff; provided, however, that such rate charged may not be less than the applicable minimum rate for service under Rate Schedule ITS set forth in this Tariff as applicable. Transporter will confirm any verbal notice of the applicable rate in writing. Such notification shall specifically state the effective date of such rate change and the quantity of Gas so affected. Unless otherwise agreed in the ITS Agreement or in a separate discount Agreement, Transporter may at any time further change such rate (subject to any restrictions as to maximum or minimum rates set out in this Tariff, the ITS Agreement and/or any discount Agreement) upon twenty-four (24) hours' verbal notice to Shipper, which notice shall be confirmed in writing. Such notification shall specifically state the effective date of such rate change and the quantity of Gas so affected. Transporter shall file with the Commission any and all reports as required by the Commission's Regulations with respect to the institution or discontinuance of any discount.
- 5.7 All revenues collected and volumes retained by Transporter as a result of providing service under this Rate Schedule ITS 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 An ITS Agreement shall include all available Receipt and Delivery Points on Transporter's System, subject to any applicable charges and in accordance with the General Terms and Conditions of this Tariff. Transporter's aggregate maximum obligation to accept and deliver Gas on an interruptible basis shall be specified in Dth in the ITS Agreement. The volumes available at each Receipt and Delivery Point, and the related priorities, shall be governed by the General Terms and Conditions of this Tariff.
- 7.2 Acceptable conditions of operation at Receipt and Delivery Points 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 ITS 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 ITS Agreement when, in Transporter's reasonable judgment, the Capacity and operating capability of its System will permit such receipt, transportation and delivery without impairing the ability of Transporter to meet its other obligations ("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 MDQ), 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.
- 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 ITS Agreement, which exceeds Shipper's Nomination on any Day under

such ITS 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:

Pipeline Segment	East of:	West or South of & Including:	Index
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.

RATE SCHEDULE PALS PARK AND LOAN SERVICE

1. AVAILABILITY

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

2. APPLICABILITY AND CHARACTER OF SERVICE

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

needs. Transporter may, based on its reasonable determination of its operational capability and in a non-discriminatory manner, interrupt or decline to schedule any or all of the services hereunder and, if such actions are required to avoid interference with firm service or to protect the integrity of the System, will do so prior to invoking the procedures of Section 36, Operational Parameters, of the General Terms and Conditions of this Tariff and subject to Section 8 of this Rate Schedule PALS.

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

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

3. NOMINATIONS AND SCHEDULING

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

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

- 4.1 A request for service under this Rate Schedule PALS shall be valid as of the date received if it complies with this Section 4 and contains adequate information on all of the items specified in Sections 4.3A and 4.3B, subject to any necessary verification of such information and to the following:
- A. A request shall not be valid and Transporter shall not be required to grant any such request: (1) which could in Transporter's judgment interfere with efficient operation of its System or with service to any firm Shipper; (2) which would require the construction, modification, expansion, or acquisition of any facilities to enable it to perform such services; provided, however, that Transporter may agree in its reasonable discretion to construct, modify, expand, or acquire any facilities; (3) unless and until Shipper has provided Transporter with the information required in Section 4.2 hereof and the assurances required under

Section 1.3 hereof; (4) if Transporter determines, based on the credit analysis referenced in Section 4.3A, that Shipper does not possess sufficient financial stability to make it reasonably likely the service provided hereunder will be paid for on a timely basis; (5) if the service requested would not comply with this Rate Schedule PALS; or (6) if the service requested is at less than the applicable maximum rate; provided, however, that Transporter may agree to provide service hereunder at a discount consistent with this Rate Schedule PALS. Nothing herein is intended to govern the scheduling and Curtailment of service once a request for service has been granted pursuant to Section 4 hereof and while Agreements under this Rate Schedule are in effect. Such matters are governed by Section 3 of this Rate Schedule and the applicable General Terms and Conditions of this Tariff.

B. Transporter shall promptly notify Shipper if it cannot satisfy an otherwise valid request, in whole or in part, due to lack of Capacity or System capability or if the request is incomplete or does not comply with this Rate Schedule PALS.

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

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

ROCKIES EXPRESS PIPELINE LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228

Facsimile Number (303) 763-3515

E-mail: REX@tallgrass.com

A. For a PALS Agreement to be valid, the following information must be provided:

(1) GAS QUANTITIES

The request shall specify in Dth the Maximum Aggregate Quantity (MAQ) and the Maximum Daily Quantity (MDQ) to be parked or loaned under any and all outstanding PALS RO Agreements.

(2) TERM OF SERVICE

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

(3) 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.

(4) COMPLIANCE WITH PALS TARIFF

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

(5) COMMISSION-REQUIRED FILING INFORMATION

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

(a) Affiliation of the Shipper with Transporter;

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

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

(1) SERVICE TYPE/PALS AGREEMENT

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

(2) GAS QUANTITIES

The PALS RO shall specify in Dth the Maximum Aggregate Quantity (MAQ RO) and the Maximum Daily Quantity (MDQ RO) to be parked and/or loaned under the specific transaction; provided that the sum of all MAQ ROs and MDQ ROs under all pending PALS ROs cannot exceed the MAQ and MDQ under the applicable PALS Agreement. The PALS RO shall specify the minimum daily and aggregate volumes and shall set out a park and/or loan schedule containing the quantity and timing information specified in Section 7 of this Rate Schedule PALS.

(3) POINTS

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

(4) TERM OF SERVICE

- (a) The request shall specify:

(1) The date service is requested to commence;

(2) The date service is requested to terminate.

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

(5) SHIPPER CONTACT PERSONNEL

The PALS RO shall specify the persons to be contacted by Transporter in connection with the PALS RO.

(6) RATE

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

(7) SHIPPER ASSURANCES

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

5. TERM

The term of service hereunder shall be set forth in the PALS Agreement between Shipper and Transporter, and shall not be less than 24 hours. The PALS RO shall have a separately stated term or terms applicable to a particular transaction which term may not extend beyond the term of the related PALS Agreement. Upon termination of any PALS Agreement and of any PALS RO, service by Transporter to Shipper thereunder shall be terminated and automatically abandoned.

6. RATE

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

- B. The maximum and minimum rate(s) applicable to this Rate Schedule PALS are set forth in the Currently Effective Rates section of this Tariff. On any Day, the sum of the Initial Rate, the Park/Loan Balance Rate and the Completion Rate assessed for any park or loan may not exceed the maximum PALS Initial Rate on a per unit basis.
- C. By mutual agreement between Transporter and Shipper, which is consistent with the pro forma Agreement set out in this Tariff, Discounted or Negotiated Rates may be limited to specific volumes and/or specific periods.
- D. If a Shipper has submitted a Nomination for a payback on a loan or a withdrawal on a park, and that Nomination is consistent with the PALS RO but is not confirmed by Transporter, the Park/Loan Balance Rate shall only be assessed as if the Nomination had been confirmed.
- E. Shipper shall pay any other applicable charges, penalties and fees set out in this Rate Schedule PALS or the General Terms and Conditions of this Tariff. Deviations from the approved PALS RO nominated volumes when compared to the allocated volumes will be assessed cashout charges under Section 11 of the General Terms and Conditions of this Tariff.
- F. Charges payable by any Shipper shall be based on the maximum rates set forth in this Tariff applicable to Rate Schedule PALS, which rates are hereby incorporated herein, unless a lower rate for the charge under Subsection 6.1A of this Rate Schedule is specified in the PALS RO. However, where a Shipper has agreed to pay a Negotiated Rate, the rates assessed hereunder shall be governed by Section 33 of the General Terms and Conditions of this Tariff. A request for service at a Negotiated Rate shall specify the Negotiated Rate on which the Shipper is willing to agree.
- G. The charges referenced herein cover only Park and Loan Services. Shipper must contract separately for any transportation service required for Shipper to move Gas to or away from the Point(s) specified in the PALS RO.

6.2 Overrun Service

- A. Overrun Service Charges apply if a Shipper nominates and Transporter confirms volumes in excess of the approved MAQ and/or MDQ in the PALS Agreement, or if Shipper fails to comply with any quantity or timing parameter in a PALS RO (unless the failure results from Transporter not confirming a Nomination properly submitted). Overrun Service Charges will be assessed at the maximum PALS rate, unless otherwise agreed to in writing by Transporter.
- B. For any Overrun Service hereunder which is not authorized ("Unauthorized Overrun Service"), Shipper shall pay Transporter, in addition to the 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 a PALS Agreement, which exceeds Shipper's Nomination on any Day under such PALS 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 PALS RO Point, as applicable:

Pipeline Segment	East of:	West or South of & Including:	Index
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

- C. Such Unauthorized Overrun Service Charge shall only be assessed 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. The Unauthorized Overrun Service Charge billed and collected by Transporter shall be refunded, net of cost, pursuant to Section 37 of the General Terms and Conditions of this Tariff.
- D. In each instance when an Unauthorized Overrun Service Charge is incurred, Transporter shall have the right to review the circumstances surrounding the Unauthorized Overrun Service Charge incurrence and, in its judgment, may waive all or a portion of the Unauthorized Overrun Service Charges. Any such waiver shall be granted on a non-discriminatory basis to all Shippers that incurred an Unauthorized Overrun Service Charge in that instance. Such waiver, if granted, shall be posted on Transporter's Interactive Website, as required by applicable FERC rules and regulations.
- E. Further, any Unauthorized Overrun Service Charge shall be waived by Transporter if there were no operational problems caused as a result of the unauthorized overrun which led to the application of such charge to a Shipper. If Transporter does not waive an Unauthorized Overrun Charge in the circumstances described in this section, Transporter shall, upon request from a Shipper assessed an Unauthorized Overrun Service Charge, provide a written

explanation of the reason the Unauthorized Overrun Service Charge was not waived.

- 6.3 A. Shipper shall reimburse Transporter within five (5) Days after receiving an invoice from Transporter for all fees incurred by Transporter which are required by the FERC or any regulatory body including, but not limited to, filing, reporting, and application fees to the extent such fees are specifically related to service for that Shipper hereunder and are not generally applicable fees (such as general rate case filing fees).
- B. If Transporter constructs, acquires or modifies any facilities to perform service hereunder, then, as specified in an Agreement related thereto between the parties
 Shipper shall reimburse Transporter for the cost of such facilities or facility modifications as described in Section 5.3B of the ITS Rate Schedule of this Tariff.
- 6.4 A. Transporter shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in: (1) the rates, charges, terms and conditions applicable under this Rate Schedule PALS, including both the level and design of such rates and charges; and (2) the General Terms and Conditions of this Tariff. Further, Shippers may submit comments to the appropriate regulatory authority regarding any such changes that are proposed by Transporter.
- B. If, at any time and from time-to-time, the FERC or any other governmental authority having jurisdiction in the premises allows or permits Transporter to collect, or to negotiate to collect, a higher rate for the service hereunder, the rate shall, subject to any contrary provision of the PALS Agreement or PALS RO, be increased to the highest such rate. Should additional documentation be required in order for Transporter to collect such highest rate, Shipper shall execute or provide such documentation within fifteen (15) Days after a written request by Transporter. If, at any time and from time-to-time, the FERC or any other governmental authority having jurisdiction in the premises requires Transporter to charge a lower rate for service hereunder, the rate shall be decreased to such reduced rate.
- 6.5 Transporter may from time-to-time and at any time, upon twenty-four (24) hours' verbal or written notice, subject to any provisions on discounting in the PALS Agreement or PALS RO, and subject to Section 12.6 of the General Terms and Conditions of this Tariff, charge any individual Shipper for service under this Rate Schedule PALS a rate which is lower than the applicable maximum rate set forth in this Tariff; provided, however, that such rate charged may not be less than the applicable minimum rate for service under Rate Schedule PALS set forth in this Tariff. Unless otherwise agreed in the PALS Agreement or PALS RO, Transporter may at any time further change such rate (subject to any restrictions as to maximum or minimum rates set out in this Tariff, the PALS

Agreement and/or PALS RO) upon twenty-four (24) hours' verbal notice to Shipper, which notice shall be confirmed in writing. Such notification shall specifically state the effective date of such rate change and the quantity of Gas so affected. Transporter shall file with the FERC any and all reports as required by FERC's Regulations with respect to the institution or discontinuance of any discount.

- 6.6 All revenues collected and volumes retained by Transporter as a result of providing service under this Rate Schedule PALS 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.

7. QUANTITY

Each PALS RO shall specify in Dth the MAQ RO, and a daily schedule of the quantities (including the MDQ RO) to be parked and/or loaned under the specific transaction. The daily schedule of returned volumes by the Shipper or Transporter shall also be specified in the PALS RO. The quantities may be specified as a range of volumes (maximum and minimum aggregate and daily quantities and the related time periods) to be parked and/or loaned and returned, and the schedule may include the flexibility to do either a park or a loan within specified volume and time limits. The schedule may provide for flexibility in total volumes and in the daily volumes parked and/or loaned, in the timing of the park or the loan (or any portion thereof), in the duration of the park and/or loan (or portion thereof) and/or in the timing of the completion of the park or loan (or portion thereof) by the return of Gas to the Shipper or to Transporter, and shall specify the limits of the flexibility allowed. Subject to the flexibility specified in the PALS RO, the MDQ RO shall be the maximum quantity Transporter is obligated, on an interruptible basis, to receive from or deliver to Shipper hereunder on the specified Day. The MAQ RO shall be the maximum aggregate quantity Transporter is obligated to park or loan for the account of Shipper hereunder on an interruptible basis for the specific transaction covered by the PALS RO. The minimum aggregate and daily volumes to be parked and/or loaned and returned on an interruptible basis shall also be specified in the PALS RO schedule. The sum total of a Shipper's MAQ ROs and MDQ ROs shall not exceed the MAQ and MDQ specified in the PALS Agreement. If a Shipper exceeds the timing parameter in the applicable PALS RO (unless such failure is due to Transporter not confirming a Nomination properly submitted), it shall be subject to Overrun Service Charges consistent with Section 6.2 of this Rate Schedule.

8. MANDATORY BALANCING

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

- 8.2 Transporter shall require Mandatory Balancing effective the next Day prior to issuing Critical Time Operational Flow Orders pursuant to the notice provisions of Section 36.6 of the General Terms and Conditions of this Tariff, if Transporter reasonably determines that doing so would facilitate System operations and minimize the frequency and severity of Operational Flow Orders in the affected region(s).
- 8.3 A. In the event that Transporter notifies a PALS Shipper under this Section 8 or Section 3 of this PALS Rate Schedule, such notice shall specify the parked Balance to be removed or the loaned Balance to be returned, up to the full MAQ, and the timeframe within which the Balance must be effectuated, but the specified timeframe shall not be less than three (3) Days (in one-third daily increments) from the date of notification. Transporter may allow additional time for contract Balancing when operational conditions permit. Notification shall first be provided by telephone and then by facsimile, by e-mail or in writing. General notices will be posted on Transporter's Interactive Website. In instances when notification is required during times other than normal business hours, Transporter will provide such notification by telephone. To the extent Shipper fails to comply with such notice, the PALS RO shall terminate and the provisions of Section 8.4 hereof shall apply.
- B. In the event that a Shipper fails to comply with the schedule of activities set forth in the applicable PALS RO, Transporter shall notify Shipper, as provided above in Section 8.3A, and the PALS RO shall be subject to termination in accordance with the terms of such notice. The provisions of Sections 8.4A and 8.4B hereof shall then apply.
- 8.4 A. In the event that Shipper still has Gas parked at the end of the term of the PALS RO, Transporter will notify Shipper according to Section 8.3 above. If Shipper fails to comply with the notice pursuant to Sections 3 and 8.3 above, the remaining Balance shall be forfeited to Transporter, free and clear of any adverse claims. The realized value, net of applicable costs, of such forfeited Gas is subject to refund in accordance with Section 37 of the General Terms and Conditions of this Tariff, however if the remaining Balance is 50 Dth or less, such Balance shall be cashed out for Shipper at the lowest MIP (as defined in Section 11.3 of the General Terms and Conditions of this Tariff) in effect during the term of the applicable PALS RO. Transporter and Shipper may mutually agree to not cash out balances of 50 Dth or less and resolve the remaining balance pursuant to Section 8.3 A. For each Day during the period between the end of the contract term and (1) the removal by Shipper of the remaining balance, (2) the forfeiture of Gas to Transporter; or (3) the remaining balance is cashed out, Shipper shall pay Transporter the maximum applicable PALS rate pursuant to this Tariff, unless such other applicable rate is agreed to in the PALS agreement.

- B. Conversely, if the Shipper has not redelivered Gas which was loaned by Transporter by the end of the term of the PALS RO or within the timeframe specified in the notice in Sections 3 and 8.3 above, the Shipper must purchase the unreturned Balance at 150% of the highest daily spot price in effect during the term of the PALS RO as reflected for the indices specified below, as published in Natural Gas Intelligence Group, Natural Gas Week Data Source, Spot Prices from Daily Price Snapshot, under the "Volume-Weighted Price" column, during the period of time the Gas is scheduled to be returned pursuant to the applicable PALS RO.

Location of PALS RO Point, as applicable:

Pipeline Segment	East of:	West or South of & Including:	Index
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

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

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

- 8.5 A. In circumstances where Shipper is unable to eliminate its PALS RO Balance because Transporter is unable to accept the PALS RO Nomination, Shipper shall take any action to reduce the Balance which Transporter can

accommodate and Shipper shall be granted additional time to eliminate its PALS RO Balance corresponding to the time Transporter was unable to accept the PALS RO Nomination. Shipper shall not incur any penalty as to that portion of the Balance resulting from Transporter's inability to accept the PALS RO Nomination. Such extension shall only apply in instances where a Shipper's inability to eliminate the PALS RO Balance is attributable to Transporter's inability to accept and confirm PALS RO Nominations. Shipper remains responsible to nominate the appropriate level of transportation to meet Transporter's notification requirements.

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

9. GENERAL TERMS AND CONDITIONS

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

RATE SCHEDULE PAWS POOLING AND WHEELING SERVICE

1. AVAILABILITY

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

2. APPLICABILITY AND CHARACTER OF SERVICE

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

- A. Pooling Service. Pooling Service hereunder shall consist of the receipt of Gas from a PAWS Shipper, or for a PAWS Shipper's account, at a physical point within a specified Hub and the redelivery of Gas at the Hub Pooling Point within the same Hub to Shippers receiving Gas at such Hub Pooling Point.
- B. Wheeling Service. Wheeling Service is the receipt of Gas by a PAWS Shipper, or for a PAWS Shipper's account, at a physical point or Hub Pooling Point within a specified Hub and the redelivery of Gas at a physical point within the same Hub.

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

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

2.4 The service provided under this Rate Schedule PAWS shall be performed in accordance with Part 284 of the Commission's Regulations. Shipper shall only tender Gas for transportation under this Rate Schedule PAWS to the extent such service would qualify

under the applicable statutes, regulations, Commission orders and the blanket certificate authorizing service by Transporter under this Rate Schedule. For service under Subpart B of Part 284 of the Commission's Regulations, Shipper shall provide to Transporter appropriate certification, including sufficient information in order for Transporter to verify that the service qualifies under Subpart B of Part 284 of the Regulations. Where required by the Commission's Regulations, Shipper shall (prior to tendering Gas under a PAWS Agreement) cause the intrastate pipeline or local distribution company on whose behalf the service will be provided to submit the necessary certification.

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

3. VALID REQUESTS

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

Transporter shall inform Shipper of the specific items needed to complete the request consistent with this Rate Schedule and the General Terms and Conditions of this Tariff.

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

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

ROCKIES EXPRESS PIPELINE LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
Facsimile Number (303) 763-3515
e-mail: REX@tallgrass.com

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

A. SHIPPER CONTACT INFORMATION

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

B. GAS QUANTITIES

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

C. TERM OF SERVICE

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

D. COMMISSION-REQUIRED FILING INFORMATION

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

- (1) Affiliation of the Shipper with Transporter;

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

4. TERM

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

5. RATE

The applicable rates, including any surcharges, for Pooling and Wheeling Service are set forth in this Tariff, as revised from time-to-time. Unless otherwise agreed to in writing between Transporter and Shipper, or by Shippers' election to nominate service consistent with the terms of the applicable service discounts rate offers posted by Transporter on its Interactive Website from time-to-time, the applicable rate shall be the maximum rate set forth on the currently effective rate Section of this Tariff. Where a Shipper has agreed to pay a Negotiated Rate, the rates assessed hereunder shall be governed by Section 33 of the General Terms and Conditions of this Tariff. A request for service at a Negotiated Rate shall specify the Negotiated Rate on which the Shipper is willing to agree.

5.1 For Pooling Service provided under this Rate Schedule PAWS, Shipper shall pay Transporter for each Dth of Gas delivered to Shipper, or for Shipper's account, the applicable maximum Commodity Rate set forth in this Tariff, unless otherwise agreed to in writing between Shipper and Transporter.

5.2 Wheeling Service Charges.

A. For Wheeling Service provided under this Rate Schedule PAWS, Shipper shall pay Transporter for each Dth of Gas delivered to Shipper, or for Shipper's account, the applicable maximum Commodity Rate set forth in this Tariff, unless otherwise agreed to in writing between Shipper and Transporter.

B. Shipper shall reimburse Transporter for Lost and Unaccounted-for Gas in connection with Wheeling Service at the applicable reimbursement percentage set forth in this Tariff, and as provided by Section 38 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 minor facilities is required in order to provide service to Shipper, Shipper will pay Transporter for such facilities. Shipper may elect to (1) make a one-time 100 percent reimbursement for the cost of facilities or (2) pay the cost of facilities over a period of time agreed to by Shipper and Transporter. The facility charge will include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties, if the Shipper elects to reimburse Transporter for the facilities over a period of time. If a contribution in aid of construction (CIAC) is paid by the Shipper in accordance with the construction of facilities agreement and such transaction is determined to be taxable, it shall be increased by an amount (Tax Reimbursement) to compensate for the corporate income tax effects thereof, according to the following formula:

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

- 5.4 The ACA charge will be assessed on Wheeling Service provided hereunder, as provided in Section 30 of the General Terms and Conditions of this Tariff. The ACA charge shall not be assessed on Pooling Services provided hereunder.
- 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 PAWS, including both the level and design of such rates and charges; and (2) the General Terms and Conditions of this Tariff. Further, Shippers may submit comments to the appropriate regulatory authority regarding any such changes that are proposed by Transporter.
- B. If, at any time and from time-to-time, the FERC or any other governmental authority having jurisdiction in the premises allows or permits Transporter to collect, or to negotiate to collect, a higher rate for the service hereunder, the rate shall, subject to any contrary provision of the PAWS Agreement or a separate rate agreement, be increased to the highest such rate. Should additional documentation be required in order for Transporter to collect such highest rate, Shipper shall execute or provide such documentation within ten (10) Days after a written request by Transporter. If, at any time and from time-to-time, the FERC or any other governmental authority having jurisdiction in the premises requires Transporter to charge a lower rate for transportation service hereunder, the rate shall, subject to any contrary provision of the PAWS Agreement or a separate rate agreement, be decreased to such reduced rate.

- 5.6 Transporter may from time-to-time and at any time, upon written notice, subject to any provisions on discounting in the PAWS Agreement or in a separate rate 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 PAWS a rate which is lower than the applicable maximum rate set forth in this Tariff; provided, however, that such rate charged may not be less than the applicable minimum rate for service under Rate Schedule PAWS set forth in this Tariff. Transporter will confirm any verbal notice of the applicable rate in writing. Such notification shall specifically state the effective date of such rate change and the quantity of Gas so affected.
- 5.7 All revenues collected and volumes retained by Transporter as a result of providing service under this Rate Schedule PAWS shall be retained by Transporter unless Transporter has otherwise specifically agreed or been specifically ordered by FERC to provide for a different disposition of such amounts.

6. NOMINATIONS, SCHEDULING AND IMBALANCES

- 6.1 Shipper shall provide Transporter with daily Nominations of receipts and deliveries by Receipt and Delivery Point in accordance with the General Terms and Conditions of this Tariff. It shall be Shipper's responsibility to cause Gas to be delivered to Transporter at Receipt Point(s), and to cause Gas to be taken from Transporter at Delivery Point(s), in accordance with the information supplied to Transporter.
- 6.2 It shall be Shipper's responsibility to keep receipts and deliveries in Balance. Transporter may reschedule service hereunder to the extent necessary to bring receipts and deliveries into Balance. Any Imbalance between actual receipts and actual deliveries shall be eliminated by cashout or other means on a Monthly basis in accordance with the General Terms and Conditions of this Tariff, unless otherwise agreed to in writing by Transporter. Imbalances at Hub Pooling Points are not allowed.

7. RECEIPT AND DELIVERY POINTS AND UPSTREAM AND DOWNSTREAM ARRANGEMENTS

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

- 7.3 Shipper shall make all necessary arrangements with other parties: (1) at or upstream of the Receipt Point(s) where Gas is tendered to Transporter hereunder; and (2) at or downstream of the Delivery Point(s) where Transporter delivers Gas hereunder to or for the account of Shipper. Such arrangements must be consistent with this Rate Schedule PAWS 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 PAWS Agreement when, in Transporter's reasonable judgment, the Capacity and operating capability of its System will permit such receipt, transportation and delivery without impairing the ability of Transporter to meet its other obligations ("Authorized Overrun Service"). Requests for Authorized Overrun Service shall be subject to the Authorized Overrun Service priorities set forth in the General Terms and Conditions of this Tariff. Authorized utilization by Shipper which exceeds its Capacity rights shall constitute Authorized Overrun Service provided by Transporter, and Shipper shall incur Authorized Overrun Service Charges as a result of such use. Shipper shall pay Transporter the maximum rate for Authorized Overrun Service set forth in this Tariff unless otherwise agreed to in writing by Transporter.
- 8.2 For any Overrun Service hereunder which is not Authorized Overrun Service ("Unauthorized Overrun Service"), Shipper shall pay Transporter, in addition to the Authorized Overrun Service Charge, an Unauthorized Overrun Service Charge. Such Unauthorized Overrun Service Charge shall equal the amount of Gas in Dth tendered to Transporter or delivered to Shipper under an PAWS Agreement, which exceeds Shipper's Nomination on any Day under such PAWS 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:

Pipeline Segment	East of:	West or South of & Including:	Index
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 an Unauthorized Overrun Service Charge is incurred, Transporter shall have the right to review the circumstances surrounding the Unauthorized Overrun Service Charge incurrence and, in its judgment, may waive all or a portion of the Unauthorized Overrun Service Charges. Any such waiver shall be granted on a non-discriminatory basis to all Shippers that incurred an Unauthorized Overrun Service Charge in that instance. Such waiver, if granted, shall be posted on Transporter's Interactive Website, or as otherwise may be 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.

Rockies Express Pipeline LLC

FERC Gas Tariff
Third Revised Volume No. 1

Rate Schedule - Reserved
Section Version: 3.0.0

Reserved for future use.

RATE SCHEDULE C-HUB-FS

CHEYENNE HUB FIRM SERVICE

1. AVAILABILITY

This Rate Schedule C-HUB-FS is available to any entity (hereinafter called Shipper) which: (a) submits to Transporter a valid request as defined in Section 3 hereof for Cheyenne Hub Firm Service; and (b) executes a Cheyenne Hub Firm Service Agreement ("C-HUB Firm Service Agreement") with Transporter applicable to service under this Rate Schedule C-HUB-FS. The form of C-HUB Firm Service Agreement is contained in this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule C-HUB-FS shall apply to all service provided on a firm basis which is rendered by Transporter for Shipper pursuant to the executed Agreement under this Rate Schedule and shall consist of the following:

Cheyenne Hub Firm Service. Cheyenne Hub Firm Service is the receipt of Gas by a Shipper, or for a C-HUB-FS Shipper's account, at a point within the Cheyenne Hub Facilities and the redelivery of Gas at a point within the Cheyenne Hub Facilities.

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

2.3 Transporter is not providing hereunder any transportation service between any Receipt Point and Delivery Point not located in the Cheyenne Hub Facilities.

2.4 The service provided under this Rate Schedule C-HUB Firm Service shall be performed in accordance with Part 284 of the Commission's Regulations. Shipper shall only tender Gas for transportation under this Rate Schedule C-HUB Firm Service to the extent such service would qualify under the applicable statutes, regulations, Commission orders and the blanket certificate authorizing service by Transporter under this Rate Schedule. For service under Subpart B of Part 284 of the Commission's Regulations, Shipper shall provide to Transporter appropriate certification, including sufficient information in order for Transporter to verify that the service qualifies under Subpart B of Part 284 of the Regulations. Where required by the Commission's Regulations, Shipper shall (prior to tendering Gas under a C-HUB Firm Service Agreement) cause the intrastate pipeline or

local distribution company on whose behalf the service will be provided to submit the necessary certification.

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

3. VALID REQUESTS

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

Transporter, a request for service shall be invalid if Shipper fails to execute a C-HUB Firm Service Agreement hereunder within ten (10) Days after the C-HUB Firm Service Agreement has been tendered by Transporter for execution.

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

ROCKIES EXPRESS PIPELINE LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
Facsimile Number: (303) 763-3515
e-mail: REX@tallgrass.com

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

A. SHIPPER CONTACT INFORMATION

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

B. GAS QUANTITIES

The request shall specify in Dth the aggregate MDQ, exclusive of applicable Fuel 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.

C. TERM OF SERVICE

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

D. COMMISSION-REQUIRED FILING INFORMATION

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

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

4. TERM

- 4.1 The term of service hereunder shall be set forth in the C-HUB Firm Service 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 a C-HUB Firm Service Agreement. Upon termination of any C-HUB Firm Service 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 Cheyenne Hub Firm Service are set forth in this Tariff, as revised from time-to-time. Unless otherwise agreed to in writing between Transporter and Shipper, or by Shippers' election to nominate service consistent with the terms of the applicable service discounts rate offers posted by Transporter on its Interactive Website from time-to-time, the applicable rate shall be the maximum rate set forth on the currently effective rate Section of this Tariff. Where a Shipper has agreed to pay a Negotiated Rate, the rates assessed hereunder shall be governed by Section 33 of the General Terms and Conditions of this Tariff. A request for service at a Negotiated Rate shall specify the Negotiated Rate on which the Shipper is willing to agree.

5.1 Cheyenne Hub Firm Service Charges.

- A. Monthly Charge. Each Month, under this Rate Schedule C-HUB-FS, shippers 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 maximum Commodity Rate.
- B. Shippers shall reimburse Transporter for Fuel and Lost and Unaccounted-for Gas in connection with Cheyenne Hub Firm Service at the applicable reimbursement percentage set forth in this Tariff, and as provided by Section 38 of the General Terms and Conditions of this Tariff.
- C. Shippers shall reimburse Transporter for Power Cost Charges in connection with Cheyenne Hub Firm Service at the applicable PCT reimbursement rate set forth in this Tariff, and as provided by Section 40 of the General Terms and Conditions of this Tariff.

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

service for that Shipper hereunder and are not generally applicable fees (such as general rate case filing fees).

- B. Incremental Facility Charge. When the construction of new minor facilities is required in order to provide service to Shipper, Shipper will pay Transporter for such facilities. Shipper may elect to (1) make a one-time 100 percent reimbursement for the cost of facilities or (2) pay the cost of facilities over a period of time agreed to by Shipper and Transporter. The facility charge will include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties, if the Shipper elects to reimburse Transporter for the facilities over a period of time. If a contribution in aid of construction (CIAC) is paid by the Shipper in accordance with the construction of facilities agreement and such transaction is determined to be taxable, it shall be increased by an amount (Tax Reimbursement) to compensate for the corporate income tax effects thereof, according to the following formula:

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

- C. The applicable ACA charge will be assessed on Cheyenne Hub Firm Service provided hereunder, as provided in Section 30 of the General Terms and Conditions of this Tariff.

- 5.3 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 C-HUB-FS, including both the level and design of such rates and charges; and (2) the General Terms and Conditions of this Tariff. Further, Shippers may submit comments to the appropriate regulatory authority regarding any such changes that are proposed by Transporter.
- B. If, at any time and from time-to-time, the FERC or any other governmental authority having jurisdiction in the premises allows or permits Transporter to collect, or to negotiate to collect, a higher rate for the service hereunder, the rate shall, subject to any contrary provision of the C-HUB Firm Service Agreement or a separate rate agreement, be increased to the highest such rate. Should additional documentation be required in order for Transporter to collect such highest rate, Shipper shall execute or provide such documentation within ten (10) Days after a written request by Transporter. If, at any time and from time-to-time, the FERC or any other governmental authority having jurisdiction in the premises requires Transporter to charge a lower rate for transportation service hereunder, the rate shall, subject to any contrary provision of the C-HUB Firm Service Agreement or a separate rate agreement, be decreased to such reduced rate.

- 5.4 Transporter may from time-to-time and at any time, upon written notice, subject to any provisions on discounting in the C-HUB Firm Service Agreement or in a separate rate 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 C-HUB-FS a rate which is lower than the applicable maximum rate set forth in this Tariff; provided, however, that such rate charged may not be less than the applicable minimum rate for service under Rate Schedule C-HUB-FS set forth in this Tariff. Transporter will confirm any verbal notice of the applicable rate in writing. Such notification shall specifically state the effective date of such rate change and the quantity of Gas so affected.
- 5.5 All revenues collected and volumes retained by Transporter as a result of providing service under this Rate Schedule C-HUB-FS shall be retained by Transporter unless Transporter has otherwise specifically agreed or been specifically ordered by FERC to provide for a different disposition of such amounts.

6. NOMINATIONS, SCHEDULING AND IMBALANCES

- 6.1 Shipper shall provide Transporter with daily Nominations of receipts and deliveries by Receipt and Delivery Point in accordance with the General Terms and Conditions of this Tariff. It shall be Shipper's responsibility to cause Gas to be delivered to Transporter at Receipt Point(s), and to cause Gas to be taken from Transporter at Delivery Point(s), in accordance with the information supplied to Transporter.
- 6.2 It shall be Shipper's responsibility to keep receipts and deliveries in Balance. Transporter may reschedule service hereunder to the extent necessary to bring receipts and deliveries into Balance. Any Imbalance between actual receipts and actual deliveries shall be eliminated by cashout or other means on a Monthly basis in accordance with the General Terms and Conditions of this Tariff, unless otherwise agreed to in writing by Transporter. Imbalances at Hub Pooling Points are not allowed.

7. RECEIPT AND DELIVERY POINTS AND UPSTREAM AND DOWNSTREAM ARRANGEMENTS

- 7.1 A C-HUB Firm Service Agreement shall include all available Receipt and Delivery Points within the Cheyenne Hub Facilities, subject to any applicable charges and in accordance with the General Terms and Conditions of this Tariff. Transporter's aggregate maximum obligation to accept and deliver Gas on a firm basis shall be specified in Dth in the C-HUB Firm Service Agreement. The quantities available at each Receipt and Delivery Point within a specified Hub, and the related priorities, shall be governed by the General Terms and Conditions of this Tariff.
- 7.2 Acceptable conditions of operation at Receipt and Delivery Points within a specified Hub are set forth in the General Terms and Conditions of this Tariff.
- 7.3 Shipper shall make all necessary arrangements with other parties: (1) at or upstream of the Receipt Point(s) where Gas is tendered to Transporter hereunder; and (2) at or

downstream of the Delivery Point(s) where Transporter delivers Gas hereunder to or for the account of Shipper. Such arrangements must be consistent with this Rate Schedule C-HUB Firm Service 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 C-HUB Firm Service Agreement when, in Transporter's reasonable judgment, the Capacity and operating capability of its System will permit such receipt, transportation and delivery without impairing the ability of Transporter to meet its other obligations ("Authorized Overrun Service"). Requests for Authorized Overrun Service shall be subject to the Authorized Overrun Service priorities set forth in the General Terms and Conditions of this Tariff. Authorized utilization by Shipper which exceeds its Capacity rights shall constitute Authorized Overrun Service provided by Transporter, and Shipper shall incur Authorized Overrun Service Charges as a result of such use. Shipper shall pay Transporter the maximum rate for Authorized Overrun Service set forth in this Tariff unless otherwise agreed to in writing by Transporter.
- 8.2 For any Overrun Service hereunder which is not Authorized Overrun Service ("Unauthorized Overrun Service"), Shipper shall pay Transporter, in addition to the Authorized Overrun Service Charge, an Unauthorized Overrun Service Charge. Such Unauthorized Overrun Service Charge shall equal the amount of Gas in Dth tendered to Transporter or delivered to Shipper under an C-HUB Firm Service Agreement, which exceeds Shipper's Nomination on any Day under such C-HUB Firm Service Agreement, multiplied by two (2) times the daily index price for the Day on which the Unauthorized Overrun occurred, as published in "Platt's Gas Daily," under the "Midpoint" column, for the Cheyenne Hub.
- 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 an Unauthorized Overrun Service Charge is incurred, Transporter shall have the right to review the circumstances surrounding the Unauthorized Overrun Service Charge incurrence and, in its judgment, may waive all or a portion of the Unauthorized Overrun Service Charges. Any such waiver shall be granted on a non-discriminatory basis to all Shippers that incurred an Unauthorized Overrun Service Charge in that instance. Such waiver, if granted, shall be posted on Transporter's Interactive Website, or as otherwise may be 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.

RATE SCHEDULE C-HUB-IS

CHEYENNE HUB INTERRUPTIBLE SERVICE

1. AVAILABILITY

This Rate Schedule C-HUB-ITS is available to any entity (hereinafter called Shipper) which: (a) submits to Transporter a valid request as defined in Section 3 hereof for Cheyenne Hub Interruptible Service; and (b) executes a Cheyenne Hub Interruptible Service Agreement ("C-HUB Interruptible Service Agreement") with Transporter applicable to service under this Rate Schedule C-HUB-IS. The form of C-HUB Interruptible Service Agreement is contained in this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

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

Cheyenne Hub Interruptible Service. Cheyenne Hub Interruptible Service is the receipt of Gas by a Shipper, or for a C-HUB-IS Shipper's account, at a point within the Cheyenne Hub Facilities and the redelivery of Gas at a point within the Cheyenne Hub Facilities.

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

2.3 Transporter is not providing hereunder any transportation service between any Receipt Point and Delivery Point not located in the Cheyenne Hub Facilities.

2.4 The service provided under this Rate Schedule C-HUB-IS shall be performed in accordance with Part 284 of the Commission's Regulations. Shipper shall only tender Gas for transportation under this Rate Schedule C-HUB-IS to the extent such service would qualify under the applicable statutes, regulations, Commission orders and the blanket certificate authorizing service by Transporter under this Rate Schedule. For service under Subpart B of Part 284 of the Commission's Regulations, Shipper shall provide to Transporter appropriate certification, including sufficient information in order for Transporter to verify that the service qualifies under Subpart B of Part 284 of the Regulations. Where required by the Commission's Regulations, Shipper shall (prior to tendering Gas under a C-HUB Interruptible Service Agreement) cause the intrastate

pipeline or local distribution company on whose behalf the service will be provided to submit the necessary certification.

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

3. VALID REQUESTS

- 3.1 A request for service under this Rate Schedule C-HUB-IS shall be valid as of the date received if it complies with this section and contains adequate information for all of the items specified in Section 3.2, subject to any necessary verification of such information and to the following:

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

Transporter, a request for service shall be invalid if Shipper fails to execute a C-HUB Interruptible Service Agreement hereunder within ten (10) Days after the C-HUB Interruptible Service Agreement has been tendered by Transporter for execution.

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

ROCKIES EXPRESS PIPELINE LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
Facsimile Number: (303) 763-3515
e-mail: REX@tallgrass.com

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

A. SHIPPER CONTACT INFORMATION

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

B. GAS QUANTITIES

The request shall specify in Dth the aggregate MDQ, exclusive of applicable Fuel 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.

C. TERM OF SERVICE

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

D. COMMISSION-REQUIRED FILING INFORMATION

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

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

4. TERM

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

5. RATE

The applicable rates, including any surcharges, for Cheyenne Hub Interruptible Service are set forth in this Tariff, as revised from time-to-time. Unless otherwise agreed to in writing between Transporter and Shipper, or by Shippers' election to nominate service consistent with the terms of the applicable service discounts rate offers posted by Transporter on its Interactive Website from time-to-time, the applicable rate shall be the maximum rate set forth on the currently effective rate Section of this Tariff. Where a Shipper has agreed to pay a Negotiated Rate, the rates assessed hereunder shall be governed by Section 33 of the General Terms and Conditions of this Tariff. A request for service at a Negotiated Rate shall specify the Negotiated Rate on which the Shipper is willing to agree.

5.1 Cheyenne Hub Interruptible Service Charges.

- A. Shippers shall pay Transporter for each Dth of Gas delivered to Shipper, or for Shipper's account, the applicable maximum Commodity Rate set forth in this Tariff, unless otherwise agreed to in writing between Shipper and Transporter.
- B. Shippers shall reimburse Transporter for Fuel and Lost and Unaccounted-for Gas in connection with Cheyenne Hub Interruptible Transportation Service at the applicable reimbursement percentage set forth in this Tariff, and as provided by Section 38 of the General Terms and Conditions of this Tariff.
- C. Shippers shall reimburse Transporter for Power Cost Charges in connection with Cheyenne Hub Interruptible Transportation Service at the applicable PCT reimbursement rate set forth in this Tariff, and as provided by Section 40 of the General Terms and Conditions of this Tariff.

- 5.2
 - A. Shipper shall reimburse Transporter, within five (5) Days after receiving an invoice from Transporter, for all fees incurred by Transporter which are required by the Commission or any regulatory body including, but not limited to, filing, reporting, and application fees to the extent such fees are specifically related to service for that Shipper hereunder and are not generally applicable fees (such as general rate case filing fees).
 - B. Incremental Facility Charge. When the construction of new minor facilities is required in order to provide service to Shipper, Shipper will pay Transporter for

such facilities. Shipper may elect to (1) make a one-time 100 percent reimbursement for the cost of facilities or (2) pay the cost of facilities over a period of time agreed to by Shipper and Transporter. The facility charge will include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties, if the Shipper elects to reimburse Transporter for the facilities over a period of time. If a contribution in aid of construction (CIAC) is paid by the Shipper in accordance with the construction of facilities agreement and such transaction is determined to be taxable, it shall be increased by an amount (Tax Reimbursement) to compensate for the corporate income tax effects thereof, according to the following formula:

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

- C. The applicable ACA charge will be assessed on Cheyenne Hub Service provided hereunder, as provided in Section 30 of the General Terms and Conditions of this Tariff.
- 5.3
- 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 C-HUB-IS, including both the level and design of such rates and charges; and (2) the General Terms and Conditions of this Tariff. Further, Shippers may submit comments to the appropriate regulatory authority regarding any such changes that are proposed by Transporter.
 - B. If, at any time and from time-to-time, the FERC or any other governmental authority having jurisdiction in the premises allows or permits Transporter to collect, or to negotiate to collect, a higher rate for the service hereunder, the rate shall, subject to any contrary provision of the C-HUB Interruptible Service Agreement or a separate rate agreement, be increased to the highest such rate. Should additional documentation be required in order for Transporter to collect such highest rate, Shipper shall execute or provide such documentation within ten (10) Days after a written request by Transporter. If, at any time and from time-to-time, the FERC or any other governmental authority having jurisdiction in the premises requires Transporter to charge a lower rate for transportation service hereunder, the rate shall, subject to any contrary provision of the C-HUB Interruptible Service Agreement or a separate rate agreement, be decreased to such reduced rate.
- 5.4
- Transporter may from time-to-time and at any time, upon written notice, subject to any provisions on discounting in the C-HUB Interruptible Service Agreement or in a separate rate 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 C-HUB Interruptible Service a rate which is lower than the applicable maximum rate set forth in

this Tariff; provided, however, that such rate charged may not be less than the applicable minimum rate for service under Rate Schedule C-HUB Interruptible Service set forth in this Tariff. Transporter will confirm any verbal notice of the applicable rate in writing. Such notification shall specifically state the effective date of such rate change and the quantity of Gas so affected.

- 5.5 All revenues collected and volumes retained by Transporter as a result of providing service under this Rate Schedule C-HUB-IS shall be retained by Transporter unless Transporter has otherwise specifically agreed or been specifically ordered by FERC to provide for a different disposition of such amounts.

6. NOMINATIONS, SCHEDULING AND IMBALANCES

- 6.1 Shipper shall provide Transporter with daily Nominations of receipts and deliveries by Receipt and Delivery Point in accordance with the General Terms and Conditions of this Tariff. It shall be Shipper's responsibility to cause Gas to be delivered to Transporter at Receipt Point(s), and to cause Gas to be taken from Transporter at Delivery Point(s), in accordance with the information supplied to Transporter.
- 6.2 It shall be Shipper's responsibility to keep receipts and deliveries in Balance. Transporter may reschedule service hereunder to the extent necessary to bring receipts and deliveries into Balance. Any Imbalance between actual receipts and actual deliveries shall be eliminated by cashout or other means on a Monthly basis in accordance with the General Terms and Conditions of this Tariff, unless otherwise agreed to in writing by Transporter. Imbalances at Hub Pooling Points are not allowed.

7. RECEIPT AND DELIVERY POINTS AND UPSTREAM AND DOWNSTREAM ARRANGEMENTS

- 7.1 A C-HUB Interruptible Service Agreement shall include all available Receipt and Delivery Points within the Cheyenne Hub Facilities, subject to any applicable charges and in accordance with the General Terms and Conditions of this Tariff. Transporter's aggregate maximum obligation to accept and deliver Gas on an interruptible basis shall be specified in Dth in the C-HUB Interruptible Service Agreement. The quantities available at each Receipt and Delivery Point within a specified Hub, and the related priorities, shall be governed by the General Terms and Conditions of this Tariff.
- 7.2 Acceptable conditions of operation at Receipt and Delivery Points within a specified Hub are set forth in the General Terms and Conditions of this Tariff.
- 7.3 Shipper shall make all necessary arrangements with other parties: (1) at or upstream of the Receipt Point(s) where Gas is tendered to Transporter hereunder; and (2) at or downstream of the Delivery Point(s) where Transporter delivers Gas hereunder to or for the account of Shipper. Such arrangements must be consistent with this Rate Schedule C-HUB Interruptible Service 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 C-HUB Interruptible Service Agreement when, in Transporter's reasonable judgment, the Capacity and operating capability of its System will permit such receipt, transportation and delivery without impairing the ability of Transporter to meet its other obligations ("Authorized Overrun Service"). Requests for Authorized Overrun Service shall be subject to the Authorized Overrun Service priorities set forth in the General Terms and Conditions of this Tariff. Authorized utilization by Shipper which exceeds its Capacity rights shall constitute Authorized Overrun Service provided by Transporter, and Shipper shall incur Authorized Overrun Service Charges as a result of such use. Shipper shall pay Transporter the maximum rate for Authorized Overrun Service set forth in this Tariff unless otherwise agreed to in writing by Transporter.
- 8.2 For any Overrun Service hereunder which is not Authorized Overrun Service ("Unauthorized Overrun Service"), Shipper shall pay Transporter, in addition to the Authorized Overrun Service Charge, an Unauthorized Overrun Service Charge. Such Unauthorized Overrun Service Charge shall equal the amount of Gas in Dth tendered to Transporter or delivered to Shipper under an C-HUB Interruptible Service Agreement, which exceeds Shipper's Nomination on any Day under such C-HUB Interruptible Service Agreement, multiplied by two (2) times the daily index price for the Day on which the Unauthorized Overrun occurred, as published in "Platt's Gas Daily," under the "Midpoint" column, for the Cheyenne Hub.
- 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 an Unauthorized Overrun Service Charge is incurred, Transporter shall have the right to review the circumstances surrounding the Unauthorized Overrun Service Charge incurrence and, in its judgment, may waive all or a portion of the Unauthorized Overrun Service Charges. Any such waiver shall be granted on a non-discriminatory basis to all Shippers that incurred an Unauthorized Overrun Service Charge in that instance. Such waiver, if granted, shall be posted on Transporter's Interactive Website, or as otherwise may be 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, 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.

10. ITS REVENUE CREDITING FOR SHIPPERS

Revenues collected by Transporter for Zone 1 under Rate Schedule ITS during any calendar year shall be subject to the following crediting requirements.

- 10.1 Transporter shall retain all Rate Schedule ITS revenues collected for Zone 1 attributable to:
 - (a) that portion of the applicable Zone 1 Rate Schedule ITS rates representing variable costs, including Transporter's administrative costs of providing service in Zone 1; and
 - (b) any applicable surcharges.
- 10.2 In the event Transporter receives revenues from ITS Zone 1 in excess of the cost allocation described in Section 10.1 above, Transporter shall credit such excess revenues pro rata to Zone 1 Firm and Interruptible Transportation Shippers. Zone 1 Firm and Interruptible Transportation Shippers shall be credited 100% of their pro rata share of such excess Zone 1 ITS revenues. For purposes of this Section, a Shipper's share of the revenues credited shall be determined in accordance with the quantities transported for that Shipper. Specifically, a firm Shipper's share of revenues shall be determined by multiplying the greater of Shipper's CD or actual quantities transported by the relevant time period.
- 10.3 The revenues to be credited, if any, shall be credited to those qualifying Shippers not later than April 1 of each year, or if a credit cannot be applied, a cash refund shall be distributed.

14. INTERACTIVE WEBSITE

14.1 WEBSITE DESCRIPTION

- A. Transporter maintains a Commission compliant Interactive Website that is available for use by all Shippers and other interested parties. The Interactive Website has both secure and non-secure regions. Information of a general nature is included in the non-secure region while confidential, Shipper specific data is accessible only through the secure region, which requires a logon and password. Daily back-up records of the information displayed or entered through the Interactive Website is archived, and non-secure information is accessible to customers on a non-discriminatory basis. The data will be kept for a rolling three (3) Year period, inclusive of both current and archived data.
- B. The non-secure information is primarily comprised of Commission mandated informational postings. Transporter, in its sole discretion, may add informational sections to the Interactive Website in order to facilitate timely and complete communications with customers. The secure region provides access to Nominations, Flowing Gas/Volume Inquiry data, Invoicing, Contracting and Capacity Release Processing. Logon and password information required to enter the secure region of the Interactive Website may be obtained per the procedures outlined in Section 14.2 of the General Terms and Conditions, below.

1. INFORMATIONAL POSTINGS

The types of information available through the Informational Postings portion of the Interactive Website include: (i) all affiliated marketer information including names and addresses for affiliated marketing companies; (ii) reports on operationally available Capacity, design Capacity, unsubscribed Capacity and released Capacity at Receipt/Delivery Points and on the mainline; (iii) notices concerning critical Capacity related issues and non-critical Capacity issues providing relevant contract and customer information; (iv) the FERC Index of Customers and the FERC Contract transactional postings; (v) the Tariff with search, download and print capabilities; (vi) Imbalance volumes available for trading among Shippers prior to cashout, as provided in Section 11.3 of these General Terms and Conditions; and (vii) a Point catalogue and Transporter's customer contracts listing.

2. NOMINATIONS

This feature allows for submittal of all transportation Nominations, transfer Nominations, predetermined allocations and Nomination priorities as required in Section 7. Operators can confirm volumes online. Shippers and Point Operator(s) can review, print or download scheduled quantity reports.

3. FLOWING GAS/VOLUME INQUIRY

This feature provides volumetric information on total Gas flows and allocated flows, at a Point and contract level. The timing for reporting daily operational allocations after the Gas has flowed is within one (1) Business Day after the end of the Gas Day. If the best available data for reporting daily operational allocations is the scheduled quantity, that quantity should be used for the daily operational allocation. Each Shipper and each other entity involved in a transaction at a Point will be able to see the total flows at the Point and the volumes allocated to or by such Shipper or other entity.

4. INVOICING

This system component allows Shippers to view and download invoices and a statement of account. Additionally, using this component, Shippers can create and submit a Payment Remittance.

5. CONTRACT REQUEST PROCESSING

Using this feature, Shippers can review their existing Agreement information, submit new requests for Agreements and submit requests to amend Agreements and execute Service Agreements online.

6. CAPACITY RELEASE REQUEST AND BID PROCESSING

This interactive feature allows Shippers to submit Capacity Release Requests and Bids, which, in turn, are automatically posted to this Interactive Website as provided in Section 15. Additionally, Shipper with recall provisions in a release of Capacity can initiate the recall process using this feature.

- C. Unless specifically stated otherwise, all communications with the Transportation Service Provider should be made via the electronic method(s) (Interactive Website, EDI, email) specified in NAESB standards for a particular NAESB document/process or via some other mutually agreeable means.

14.2 ACCESS TO WEBSITE

Shippers and other interested parties ("Subscriber(s)") may obtain access to the interactive transactional web pages by contacting a representative of Transporter's Customer Services Department of which the contact information is available on the website. Logons, passwords and access instructions will be supplied upon request under the terms and conditions set forth in this section. The Internet address for this Interactive Website is <https://pipeline.tallgrassenergyllp.com>. The term "Subscribers" used in Section 14 of these General Terms and Conditions shall mean those Shippers or other interested parties that do obtain access to the interactive transactional web pages according to this Section 14.

14.3 AUTHORITY

Users of the Interactive Website shall be deemed to have agreed and admitted that any employee permitted access by Subscriber shall have the legal authority to act on behalf of Subscriber in performing any functions, including those functions that are available presently and those functions that will or may become available at a later date.

14.4 INSTALLATION

Each Subscriber shall purchase and ensure that lawful installation of Internet browser software occurs for each personal computer (PC) from where the Interactive Website is accessed.

14.5 CONFIDENTIALITY

Certain information contained on the Interactive Website is confidential. A Subscriber shall not reproduce, disclose or otherwise make available confidential information contained therein to any other company, corporation, individual, or partnership.

14.6 RELIANCE BY TRANSPORTER

Transporter may act, and shall be fully protected by a Subscriber in acting, in reliance upon any acts or things done or performed by Subscriber's employees or designated Agents on behalf of Subscriber and in respect to all matters conducted through the Interactive Website. Transporter may correct errors in information entered into the Interactive Website by a Subscriber promptly after receiving notice of the corrections or may require Subscribers to enter the corrections directly into the Interactive Website.

14.7 ACCESS TO CONFIDENTIAL INFORMATION

Should a Subscriber require access to confidential information (such as Agreement, Points, Nomination, volume, or other customer-specific information deemed to be of a confidential nature requiring controlled access), Transporter will require the Subscriber to provide a written request and officer level approval for issuance of a company-level computer access (logon) identification code and password. Upon receipt of such request,

Transporter will ensure return of a confidential logon code and password within one (1) Business Day.

14.8 LOGON

A Subscriber's logon and password are confidential and are used to identify that Subscriber. A Subscriber shall keep its Interactive Website logon and password confidential. A Subscriber will ensure that only authorized employees and Agents of Subscriber will be given Subscriber's logon and password and only these authorized persons will be permitted to access the Interactive Website on Subscriber's behalf. A Subscriber and its employees and Agents will not disclose the Subscriber's logon and password to anyone without authority to access the Interactive Website on behalf of the Subscriber. To ensure such confidentiality is not breached, requests from Subscriber employees or Agents for information regarding Subscriber logon and password made subsequent to issuance of the original logon and password may not be honored without receipt by Transporter of additional authorization from Subscriber. Subscriber shall be responsible for and accepts liability for any security breach that is traced to Subscriber's logon and password.

14.9 BREACH OF SECURITY

A Subscriber shall promptly notify Transporter if there is any indication that a security breach has occurred with regard to Subscriber's logon and password. This includes, but is not limited to: (a) loss of confidentiality of logon and password; (b) termination of employment of any authorized employee; or (c) loss of authority to access the Interactive Website by any authorized employee. Such notification shall be made to Transporter's Gas Transportation Services Department.

14.10 LIMITATION TO ACCESS

A Subscriber may attempt to access only that data for which Subscriber has authorization. A Subscriber shall provide supporting legal documentation prior to being given access to data of other subsidiaries, affiliates, or companies for whom it has an agency relationship. See these General Terms and Conditions for information on delegation.

14.11 INDEMNITY AND LIMITS OF RESPONSIBILITY

Each subscriber shall indemnify Transporter and hold Transporter harmless for all damages, losses and liabilities arising out of:

- A. Subscriber's or its employees' or Agents' breach of any of Subscriber's obligations under this Section 14, including any breach of confidentiality with respect to the assignment of logon(s) and/or password(s) to Subscriber's authorized employees and Agents and any unauthorized use by a formerly authorized person or by any

unauthorized person who gained knowledge of Subscriber's logon(s) and/or password(s) through no fault of Transporter;

- B. Any omission or failure by Subscriber's employees or Agents to act or perform any duty required by an Interactive Website function; and
- C. Any action taken by Subscriber, its employees or Agents, its former authorized employees and Agents or unauthorized persons who gained knowledge of Subscriber's logon(s) and/or password(s) through no fault of Transporter, which interferes with the proper operation of the Interactive Website.

Transporter shall not be responsible for an omission or failure by Transporter to act or perform any duty requested by a function accessed via the Interactive Website if such omission or failure to act is caused by or related to data lost in the transmission of such data from Subscriber's to Transporter's computer system, power failures, failure of appropriate backup systems, or any other event beyond the reasonable control of Transporter.

14.12 RESERVATION

Transporter reserves the right to add, modify or terminate the Interactive Website functions at any time subject to compliance with Commission Regulations.

14.13 AGREEMENT

Any Subscriber who is not a Shipper under one of the Rate Schedules contained in this FERC Gas Tariff will be required, as a precondition of access to the Interactive Website, to sign an Agreement with Transporter pursuant to which the Subscriber agrees to be bound by the provisions of this section.

17.2 ROLLOVERS

A Shipper under any Firm Transportation Service which has entered into an Agreement thereunder with a term of three (3) Years or longer shall have a right to continue receiving service on a firm basis beyond the term of the existing Agreement and to rollover such Agreement for a three-Year or greater term, subject to the following conditions:

- A. Shipper must give Transporter written notice that it will utilize the rollover procedure the earlier of (a) the date of the notice period provided for in Shipper's contract; or (b) three-hundred sixty five (365) Days prior to the expiration of the term of the contract. Such notice shall be binding on the Shipper. Any request for an increase in MDQ in total or at any Primary Point shall be treated as a request for new service, but only to the extent of the increase. Any notice hereunder specifying a decrease in MDQ in total or at any Primary Point shall not affect the existing Agreement during the remainder of its term.
- B. Within thirty (30) Days after receipt of the notice described in 17.2A, above, Transporter will evaluate the creditworthiness of Shipper. If Shipper meets the requirements of Transporter's credit appraisal procedures, Transporter shall tender to Shipper an amended Service Agreement consistent with the requirements of this Tariff. Any Agreement amended pursuant to this Section 17.2 is expressly subject to agreement between Transporter and Shipper as to the applicable rate(s) during the extended term under the rollover. No discount or Negotiated Rates applicable to the existing Service Agreement shall apply during the rollover term of a Service Agreement pursuant to this rollover provision, unless agreed to by Transporter. Shipper and Transporter shall execute such Service Agreement within ten (10) Days after Transporter tenders such amended Service Agreement to Shipper.
- C. If Shipper and Transporter agree to rollover a Service Agreement pursuant to this Section 17.2, the Right of First Refusal procedure under Section 17.3 shall not be necessary. Should Shipper secure a Right of First Refusal in an amended Service Agreement that resulted from a rollover, Shipper shall retain full rights to utilize such Right of First Refusal as it may apply during the term of the amended Service Agreement.

17.3 RIGHT OF FIRST REFUSAL

- A. Upon expiration or notice of termination from Transporter of a firm Service Agreement with a term of twelve (12) consecutive Months or greater at the maximum tariff rate, or multi-Year seasonal maximum rate contracts for services not offered for a full twelve (12) Months, Shipper shall have a Right Of First Refusal (ROFR) to extend service under a new Service Agreement, provided Shipper satisfies the credit requirements under Section 13 of these General Terms and Conditions. A Shipper paying a Discounted Rate or a Negotiated Rate will not have the Right of First Refusal, unless otherwise expressly agreed to in writing by Transporter. The ROFR will not be applicable to interim Service Agreements for entitlement association with:
1. Expansion projects as set forth in Section 2 of these General Terms and Conditions; and
 2. Capacity that is already under contract for a future period subject to the following conditions:
 - a. the future Capacity must have been sold through an open season bidding process permitting bids for Capacity for service to start immediately or anytime in the future; and
 - b. the bids must have been evaluated and awarded on a Net Present Value basis.
- B. To exercise the Right of First Refusal, Shipper must provide Transporter with notice via the Interactive Website of its intent to do so in a form specified by Transporter and must submit such notice at least one (1) year prior to the expiration of the existing Service Agreement, unless a Service Agreement is only one (1) year in length, in which case the notice period shall be not less than six (6) months. Transporter and Shipper may mutually agree to a notice period greater than that specified in the preceding sentence.. Shipper's notice of intent to proceed under the Right of First Refusal must specify a desired term of service and the desired MDQ in total and the desired MDRQ or MDDQ, as applicable, at each Receipt and Delivery Point. If the requested MDQ is greater than the existing MDQ in total or above the existing MDRQ or MDDQ at each Receipt and Delivery Point, any such increase shall be treated as a request for new service under the applicable Rate Schedule and only the original MDQ, MDRQ and MDDQ shall be subject to the Right of First Refusal under this section. The Right of First Refusal may apply to a portion of the original Shipper's then effective service. Any notice specifying a decrease in MDQ in total or at any Point shall not affect the existing Agreement during its remaining term.

- C. Within fifteen (15) Business Days after receipt of a notice from Shipper under Section 17.3B, Transporter shall post via the Interactive Website a Capacity Announcement containing information consistent with Section 17.1G of these General Terms and Conditions. Such Capacity Announcement shall be maintained, and bids accepted via the Interactive Website, for a period of at least three (3) Business Days, but no more than one (1) Month from the initial posting.
- D. Capacity will be made available on a nondiscriminatory basis and will be assigned on the basis of a Bid Period determined pursuant to the open season or Capacity Announcement provisions provided for in Section 17.1 of these General Terms and Conditions.
 - 1. A Shipper desiring to acquire the available Capacity shall place a bid with Transporter by facsimile or other electronic means, during the bidding period. The bid shall be binding once received by Transporter and may not be withdrawn by the bidding Shipper.
 - 2. The bidding Shipper's bid must include all information required by Section 13 of these General Terms and Conditions.
- E. Transporter shall determine the value of bids pursuant to the NPV method set forth in Section 17.1.H of these General Terms and Conditions. Transporter shall not be obligated to accept any bid for the Capacity at less than the maximum applicable tariff rate or for a term greater than twenty (20) Years. Upon acceptance of a bid, Transporter shall inform the Existing Shipper of the terms of the bid to permit the Existing Shipper to exercise its Right of First Refusal.
- F. The Existing Shipper shall have the option to execute a Service Agreement which matches the bid constituting the highest economic unit value to Transporter, as determined pursuant to Section 17.1.H of these General Terms and Conditions. Transporter will notify the Existing Shipper within five (5) business Days of the best offer it must match by tendering to such Shipper a Service Agreement. The Service Agreement must be executed by the Existing Shipper within fifteen (15) Days of Transporter's tender thereof. Transporter is not required to accept an offer at less than the maximum rate.
- G. Where there are no bids or no acceptable bids for the Capacity and the Existing Shipper agrees to pay the maximum rate, service may be contracted for any term the Existing Shipper chooses. Transporter shall notify the Existing Shipper within five (5) Business Days that no bids or no acceptable bids were received. Upon such notice, the Existing Shipper shall have fifteen (15) Days (or such extended period as may be mutually agreed between Transporter and Shipper) to notify Transporter in writing that it intends to exercise its option to continue receiving service at the maximum rate. Such notice shall be binding and shall

include the extended term chosen by the Existing Shipper for which it is willing to pay the maximum rate. If the Existing Shipper fails to so notify Transporter within the above-prescribed timeframe, the Right of First Refusal shall expire. If the capacity is not renewed at maximum rate, for a thirty-Day period after the expiration of the Existing Shipper's ROFR right, Transporter may only renew the Existing Shipper's Agreement at a value that exceeds the Best Bid rejected by Transporter during the ROFR process. Transporter is not required to accept an offer at less than the maximum rate.

- H. Any Shipper that acquires available Capacity according to the Rollover or ROFR processes of this Section 17 will not be required to repeat the bidding procedures outlined in Section 17.1 of these General Terms and Conditions.
- I. Any Agreement entered into pursuant to this Section 17 shall be evaluated on a stand-alone basis hereunder for purposes of determining whether it, in turn, is eligible for the Right of First Refusal under this Section 17.

Rockies Express Pipeline LLC

FERC Gas Tariff
Third Revised Volume No. 1

Section 17.4 - Reserved
Section Version: 1.0.0

Reserved for future use.

Rockies Express Pipeline LLC

FERC Gas Tariff
Third Revised Volume No. 1

Section 17.5 - Reserved
Section Version: 1.0.0

Reserved for future use.

32. COMPLIANCE WITH 18 C.F.R., SECTION 284.12

32.1 Transporter has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 4.0, and the standard revised by Minor Correction MC24002 marked with an asterisk [*], which are required by the Commission in 18 CFR Section 284.12(a), as indicated below. Standards without accompanying identifications or notations are incorporated by reference. Standards that are not incorporated by reference are identified along with the tariff record in which they are located. Standards for which waivers or extensions of time have been granted are also identified.

32.2 Standards not Incorporated by Reference and their Location in Tariff:

<u>NAESB Standard</u>	<u>Tariff record</u>
1.3.1	Section 1 – Definitions (see Section 1)
1.3.2 (i-vi)	Section 7 – Nominations, Confirmations (see Section 7.2)
1.3.3	Section 7 – Nominations, Confirmations (see Section 7.2A)
1.3.4	Section 7 – Nominations, Confirmations (see Section 7.1)
1.3.5	Section 7 – Nominations, Confirmations (see Section 7.1A)
1.3.6	Section 7 – Nominations, Confirmations (see Section 7.3B)
1.3.7	Section 7 – Nominations, Confirmations (see Section 7.1A)
1.3.8	Section 7 – Nominations, Confirmations (see Section 7.1C)
1.3.9	Section 7 – Nominations, Confirmations (see Section 7.1B)
1.3.11	Section 7 – Nominations, Confirmations (see Section 7.6H)
1.3.13	Section 7 – Nominations, Confirmations (see Section 7.1B)
1.3.19	Section 7 – Nominations, Confirmations (see Section 7.8)
1.3.22	Section 7 – Nominations, Confirmations (see Section 7.5C)
1.3.23	Section 7 – Nominations, Confirmations (see Section 7.11)
1.3.32	Section 7 – Nominations, Confirmations (see Section 7.6D)
2.3.14	Section 18 – Measurement (see Section 18.11)
2.3.16	Section 8 – Determination of Receipts (see Section 8.2)
3.2.1	Section 1 – Definitions (see Section 1)
5.3.2	Section 15 – Capacity Release (see Section 15.1)
5.3.3	Section 15 – Capacity Release (see Section 15.5A)
5.3.4	Section 15 – Capacity Release (see Section 15.10C)
5.3.5	Section 15 – Capacity Release (see Section 15.13)
5.3.8	Section 15 – Capacity Release (see Section 15.3C)

5.3.11	Section 15 – Capacity Release (see Section 15.11)
5.3.14	Section 15 – Capacity Release (see Section 15.5F)
5.3.15	Section 15 – Capacity Release (see Section 15.8F)
5.3.16	Section 15 – Capacity Release (see Section 15.5F1)
5.3.22	Section 15 – Capacity Release (see Section 15.18)
5.3.24	Section 15 – Capacity Release (see Section 15.7)
5.3.25	Section 15 – Capacity Release (see Section 15.7C)
5.3.26	Section 15 – Capacity Release (see Section 15.3J)
5.3.44	Section 15 – Capacity Release (see Section 15.14B)
5.3.45	Section 15 – Capacity Release (see Section 15.14B)
5.3.46	Section 15 – Capacity Release (see Section 15.14C1)
5.3.47	Section 15 – Capacity Release (see Section 15.14C)
5.3.48	Section 15 – Capacity Release (see Section 15.14B6)
5.3.49	Section 15 – Capacity Release (see Section 15.14C3)
5.3.50, 5.3.51	Section 15 – Capacity Release (see Section 15.14A)
5.3.52	Section 15 – Capacity Release (see Section 15.14C)
5.3.53	Section 15 – Capacity Release (see Section 15.14E)
5.3.55 to 5.3.58	Section 15 – Capacity Release (see Section 15.14D)
5.3.59	Section 15 – Capacity Release (see Section 15.15A)
5.3.73	Section 41 – Advertisements (see Section 41.1)

32.3 Standards Incorporated by Reference:

A. Additional Standards

General	Definitions:	0.2.5
	Standards:	0.3.1, 0.3.2, 0.3.16, 0.3.17
Creditworthiness	Standards:	0.3.3 to 0.3.10
Gas/Electric Operational Communications	Definitions:	0.2.1 to 0.2.4
Operating Capacity and Unsubscribed	Standards:	0.3.18, 0.3.20 to 0.3.22
	Data Sets:	0.4.2, 0.4.3
Gas/Electric Operational Communications	Standards:	0.3.11 to 0.3.15
Location Data Download	Standards:	0.3.23 to 0.3.29
	Data Sets:	0.4.4

Storage Information Data Sets: 0.4.1

B. Nominations Related Standards

Definitions: 1.2.1 to 1.2.3, 1.2.4 to 1.2.6, 1.2.8 to 1.2.12, 1.2.13 to 1.2.19

Standards: 1.3.14 to 1.3.18, 1.3.20, 1.3.21, 1.3.24 to 1.3.31, 1.3.33 to 1.3.62, 1.3.64 to 1.3.77, 1.3.79 to 1.3.82

Data Sets: 1.4.1 to 1.4.7

C. Flowing Gas Related Standards

Definitions: 2.2.1 to 2.2.5

Standards: 2.3.1 to 2.3.13, 2.3.15, 2.3.17 to 2.3.23, 2.3.25 to 2.3.32, and 2.3.40 to 2.3.66

Data Sets: 2.4.1 to 2.4.11, 2.4.17, 2.4.18

D. Invoicing Related Standards

Definitions: 3.2.1

Standards: 3.3.3 to 3.3.27

Data Sets: 3.4.1* to 3.4.4

E. Quadrant Electronic Delivery Mechanisms Related Standards

Definitions: 4.2.1 to 4.2.18

Standards: 4.3.1 to 4.3.3, 4.3.16 to 4.3.18, 4.3.20, 4.3.22 to 4.3.28, 4.3.30 to 4.3.36, 4.3.38, 4.3.40 to 4.3.48, 4.3.49, 4.3.50, 4.3.52 to 4.3.55, 4.3.57, 4.3.58, 4.3.66 to 4.3.69, 4.3.72, 4.3.75, 4.3.76, 4.3.78 to 4.3.82, 4.3.85 to 4.3.87, 4.3.89 to 4.3.102, 4.3.104 to 4.3.108, and 4.3.110

F. Capacity Release Related Standards

Definitions: 5.2.1 to 5.2.5

Standards: 5.3.1, 5.3.7, 5.3.9, 5.3.10, 5.3.12, 5.3.13, 5.3.18 to 5.3.21, 5.3.23, 5.3.28, 5.3.29, 5.3.31 to 5.3.42, 5.3.54, 5.3.60, 5.3.62 to 5.3.72

Data Sets: 5.4.14 to 5.4.17, 5.4.20 to 5.4.27

G. **Cybersecurity** Related Standards

Definitions: 12.2.1 to 12.2.41

Standards: 12.3.1 to 12.3.31

32.4 Standards for which Waiver or Extension of Time to Comply have been granted or requested:

Additional Standards

N/A

Nominations Related Standards

N/A

Flowing Gas Related Standards

N/A

Invoicing Related Standards

N/A

Quadrant Electronic Delivery Mechanisms Related Standards

N/A

Capacity Release Related Standards

N/A

32.5 Transporter's HTML page(s) is accessible via the Internet's World Wide Web at the following address: <https://pipeline.tallgrassenergyllp.com>

37. CREDITING OF PENALTY CHARGES

- 37.1 This Section 37 establishes the procedures to be used by Transporter to credit to Shippers Penalty Charges. "Penalty Charges" shall include all Unauthorized Overrun Service Charges, cashout penalties, Directional Notice penalties, Critical Time Operational Flow Order penalties and PALS contract cashout penalties received and the value of Gas retained pursuant to Sections 20.7 and 36.13 of these General Terms and Conditions.
- A. By June 1 of each Year, Transporter shall submit to the FERC a reconciliation filing setting forth in detail the penalty charges and related costs as of the preceding December 31, and the allocation of any penalty charges and related costs under this Section 37 to each Shipper.
 - B. Transporter shall compare penalty charges and related costs, and determine if the penalty charges were in excess of costs (net penalty charge revenue) or if costs were in excess of penalty charges (net penalty charge costs).
 - C. To the extent net penalty charge revenues are received by Transporter, such net penalty charge revenues, if any, shall be refunded through a direct payment or invoice credit. A refund allocation factor for each Shipper shall be calculated by dividing the actual revenues for each Shipper by the total revenues during the reporting period. The revenues used to calculate the refund allocation factor shall be net of all applicable surcharges, including but not limited to, ACA surcharges. The resulting refund allocation factor shall be multiplied by the net penalty charge revenue to determine the applicable direct payment or invoice credit to each Shipper.
 - D. Any net penalty charge costs shall be rolled forward into succeeding reporting periods until eliminated.

Contract No. _____

Page ____ of ____

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

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of [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 LLCFERC Gas Tariff
Third Revised Volume No. 1Service Agreement - FTS
Section Version: 8.0.0

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 & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):

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

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

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

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

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

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

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)

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

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

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

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

☐ None

☐ Lump-sum payment of _____

☐ Monthly fee of _____ through (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@tallgrass.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. _____

Page ____ of ____

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

BHS FORM OF TRANSPORTATION SERVICE AGREEMENT

APPLICABLE TO BACKHAUL SERVICE

UNDER RATE SCHEDULE BHS

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

1. THIS AGREEMENT IS: (Check one)

___ effective ____ (Date) and is the original contract

___ effective ____ (Date) , this Amendment No. _____ amends and restates
BHS Contract No. _____ effective ____ (Date)

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

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): _____

to

(Date, Period-of-Time or Event): _____

4. SHIPPER'S STATUS:

___ Local Distribution Company

___ Intrastate Pipeline Company

___ Interstate Pipeline Company

___ Other: _____

Rockies Express Pipeline LLCFERC Gas Tariff
Third Revised Volume No. 1Service Agreement - BHS
Section Version: 7.0.0

5. TRANSPORTATION ON BEHALF OF:

☐ Local Distribution Company
☐ Intrastate Pipeline Company
☐ Interstate Pipeline Company
☐ Other: _____

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

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

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

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

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

(Date, 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 BHS of the Tariff)

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

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

FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule BHS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

Incremental Facility Charge: (Pursuant to Section 5.3(B) of Rate Schedule BHS of the Tariff)
____ None
____ Lump-sum payment of _____
____ Monthly fee of _____ through (*date, period-of-time or event*)

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

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

(Check one):
____ Not Applicable
____ Applicable (Complete the following):

Notice of ROFR Exercise:
____ Per the Tariff; or ____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

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

(Check one):
____ Not Applicable
____ Applicable (Complete the following):

Notice of Rollover Exercise:
____ Per the Tariff; or ____ Months(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

Rockies Express Pipeline LLC

FERC Gas Tariff
Third Revised Volume No. 1

Service Agreement - BHS
Section Version: 7.0.0

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@tallgrass.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. _____

Page ____ of ____

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

ITS FORM OF TRANSPORTATION SERVICE AGREEMENT

APPLICABLE TO INTERRUPTIBLE TRANSPORTATION SERVICE

UNDER RATE SCHEDULE ITS

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

1. THIS AGREEMENT IS: (Check one)

___ effective (Date) and is the original contract.

___ effective (Date) , this Amendment No. _____ amends and restates
ITS Contract No. _____ effective (Date)

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

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

4. SHIPPER'S STATUS:

___ Local Distribution Company
___ Intrastate Pipeline Company
___ Interstate Pipeline Company
___ Other: _____

5. TRANSPORTATION ON BEHALF OF:

___ Local Distribution Company
___ Intrastate Pipeline Company
___ Interstate Pipeline Company
___ Other: _____

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

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

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

8. RATES:

Commodity Rate: (Pursuant to Section 5.1(A) of Rate Schedule ITS of the Tariff)

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

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

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

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

___ None
___ Lump-sum payment of _____
___ Monthly fee of _____ through (date, period-of-time or event)

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule ITS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

9. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

Rockies Express Pipeline LLC

FERC Gas Tariff
Third Revised Volume No. 1

Service Agreement - ITS
Section Version: 7.0.0

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

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

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

Shipper Approval:

Shipper: _____
Signature: _____
Title: _____

Transporter Approval:

Transporter: ***Rockies Express Pipeline LLC*** _____
Signature: _____
Title: _____

Contract No. _____

Page __ of __

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

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

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

1. THIS AGREEMENT IS: (Check one)

___ effective ___ (Date)_____ and is the original contract.

___ effective ___ (Date)_____, this Amendment No. ___ amends and restates
PALS Contract No. _____ effective ___ (Date)_____

2. TERM: _____ through _____ and Month to Month thereafter until terminated by prior written notice by either party; provided, however, that Shipper may terminate this Agreement prior to its expiration subject to payment of a mutually agreed exit fee. Termination shall not discharge any obligations accrued prior to such termination.

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

4. THIS AGREEMENT SUPERSEDES a _____ Agreement # _____
dated _____

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

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

6. PARK AND LOAN QUANTITY:

(i) Park Service: shall consist of Transporter's receipt of a quantity of Gas at the designated Receipt Point(s) on the designated date(s), requested by Shipper under a PALS RO and approved by Transporter; Transporter's holding of such parked quantity of Gas for Shipper's account and Transporter's redelivery of the parked quantity of Gas to Shipper at the designated Delivery Point(s) and on the designated date(s) set forth in such PALS RO.

(ii) Loan Service: shall consist of Transporter lending a specified quantity of Gas, requested by Shipper and approved by Transporter, from designated Delivery Point(s) set forth in Shipper's PALS RO and the Shipper's redelivery of and Transporter's acceptance of such volumes for Shipper's account at the designated Receipt Point(s) on the designated date(s) set forth in such PALS RO.

7. RATES:

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

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

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

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

8. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

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

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

Rockies Express Pipeline LLC

FERC Gas Tariff
Third Revised Volume No. 1

Service Agreement - PALS
Section Version: 4.0.0

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

Shipper Approval:

Shipper: _____
Signature: _____
Title: _____

Transporter Approval:

Transporter: ***Rockies Express Pipeline LLC*** _____
Signature: _____
Title: _____

RO No: _____

Page __ of __

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

PALS REQUEST ORDER FORM

DATED: _____

Shipper: _____

PALS Agreement #: _____

Type of Service: Park _____ Loan _____

Initiation Point Name(s) and Location(s): _____

Completion Point Name(s) and Location(s): _____

Maximum Aggregate Quantity: _____ (Dth)

Minimum Aggregate Quantity: _____ (Dth)

Term: Start _____ End _____

Schedule:

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

Rates:

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

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

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

Rockies Express Pipeline LLC

FERC Gas Tariff
Third Revised Volume No. 1

Service Agreement - PALS
Section Version: 4.0.0

ADDITIONAL TERMS PERMITTED BY TARIFF:

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

Shipper Approval:

Shipper: _____
Signature: _____
Title: _____

Transporter Approval:

Transporter: ***Rockies Express Pipeline LLC***
Signature: _____
Title: _____

Contract No. _____

Page __ of __

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

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

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

1. THIS AGREEMENT IS: (Check one)

___ effective ___ (Date) ___ and is the original contract.

___ effective ___ (Date) ___, this Amendment No. _____ amends and restates
PAWS Contract No. _____ effective ___ (Date) ___

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

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

4. SHIPPER'S STATUS:

___ Local Distribution Company
___ Intrastate Pipeline Company
___ Interstate Pipeline Company
___ Other: _____

5. TRANSPORTATION ON BEHALF OF:

___ Local Distribution Company

Rockies Express Pipeline LLCFERC Gas Tariff
Third Revised Volume No. 1Service Agreement - PAWS
Section Version: 5.0.0

___ Intrastate Pipeline Company
___ Interstate Pipeline Company
___ Other: _____

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

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

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

8. RATES:

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

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

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

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

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

___ None

___ Lump-sum payment of _____

___ Monthly fee of _____ through (date, period-of-time or event).

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule PAWS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

9. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

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

Rockies Express Pipeline LLC

FERC Gas Tariff
Third Revised Volume No. 1

Service Agreement - PAWS
Section Version: 5.0.0

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

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

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

Service Agreement - Reserved
Section Version: 5.0.0

Reserved for future use.

Contract No. _____

Page ____ of ____

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

C-HUB FIRM SERVICE FORM OF SERVICE AGREEMENT

APPLICABLE TO SERVICE

UNDER RATE SCHEDULE C-HUB-FS

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

1. THIS AGREEMENT IS: (Check one)

___ effective (Date) and is the original contract.

___ effective (Date) , this Amendment No. amends and restates
___ C-HUB Firm Service Contract No. effective (Date)

___ Capacity rights for this Agreement were released from .

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

3. TERM OF SERVICE:

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

4. SHIPPER'S STATUS:

___ Local Distribution Company

Rockies Express Pipeline LLCFERC Gas Tariff
Third Revised Volume No. 1Service Agreement - C-HUB-FS
Section Version: 2.0.0

___ Intrastate Pipeline Company
___ Interstate Pipeline Company
___ Other: _____

5. TRANSPORTATION ON BEHALF OF:

___ Local Distribution Company
___ Intrastate Pipeline Company
___ Interstate Pipeline Company
___ Other: _____

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

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

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

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

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

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

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

10. RATES:

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

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

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

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

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

____ None
____ Lump-sum payment of _____
____ Monthly fee of _____ through *(Date, Period -of -Time or Event)*.

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

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

(Check one):
____ Not Applicable
____ Applicable (Complete the following):

Notice of ROFR Exercise:
____ Per the Tariff; or ____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

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

(Check one):
____ Not Applicable
____ Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

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

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

Page ____ of ____

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

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

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

1. THIS AGREEMENT IS: (Check one)

___ effective _____ (Date) and is the original contract.

___ effective _____ (Date), this Amendment No. _____ amends and restates
C-HUB Interruptible Service Contract No. _____ effective ____ (Date) _____

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

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

4. SHIPPER'S STATUS:

___ Local Distribution Company
___ Intrastate Pipeline Company
___ Interstate Pipeline Company
___ Other: _____

5. TRANSPORTATION ON BEHALF OF:

___ Local Distribution Company

___ Intrastate Pipeline Company
___ Interstate Pipeline Company
___ Other: _____

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

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

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

8. RATES:

Commodity Rate:

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

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

FL&U Reimbursement Percentages and Electric Power Cost Charges:

(Pursuant to Sections 5.1(B) and 5.1(C) of Rate Schedule C-HUB-IS of the Tariff)

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

Incremental Facility Charge:

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

___ None

___ Lump-sum payment of _____

___ Monthly fee of _____ through (Date, Period of Time or Event).

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule C-HUB-IS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

9. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

Rockies Express Pipeline LLC

FERC Gas Tariff
Third Revised Volume No. 1

Service Agreement - C-HUB-IS
Section Version: 2.0.0

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

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

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

Shipper Approval:

Shipper: _____
Signature: _____
Title: _____

Transporter Approval:

Transporter: ***Rockies Express Pipeline LLC*** _____
Signature: _____
Title: _____

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Preliminary Statement
System Map

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C-HUB-IS	C-HUB-IS
MSOA	MSOA

Reserved for future use.

~~Rate Schedule IBS ^{1/}~~

Rate Schedule IBS	(Rate per Dth)	
	Maximum	Minimum
—— Daily Access Rate (Section 5.2)	\$0.6911	\$0.0000
—— Park/Loan Daily Balance Rate (Section 6.4)	\$0.8293	\$0.0000
Authorized Overrun Service (IBS)		
—— Daily Access Rate (Section 7.1 B)	\$0.6911	\$0.0000
—— Park/Loan Daily Balance Rate (Section 7.1 A)	\$0.8293	\$0.0000
—— Contract MDQ Rate(Section 7.1 C)	\$1.6585	\$0.0000

~~Note: Authorized Overrun Service rates shall be applied pursuant to Section 7.1 of the IBS Rate Schedule, plus any other applicable charges specified in Rate Schedule IBS.~~

~~^{1/} Commodity and Overrun Service Charges are \$/Dth.~~

NON-CONFORMING AGREEMENTS

The Commission has directed that the following Agreements be filed with the Commission because they contain provisions which do not conform to Transporter's pro forma service agreements.

~~Ovintiv Marketing Inc., Transportation Rate Schedule FTS Agreement, filed with the Commission on February 20, 2009 and further amended and filed on March 2, 2010, April 4, 2012, January 28, 2013, June 14, 2013, July 1, 2013, October 31, 2013, January 29, 2014, March 28, 2014, May 9, 2014, July 1, 2014, August 13, 2014, August 22, 2014, September 4, 2014, September 30, 2014, October 31, 2014, December 1, 2014, December 31, 2014, January 30, 2015, February 24, 2015, February 27, 2015, March 31, 2015, April 2, 2015, May 1, 2015, June 2, 2015, June 23, 2015, July 31, 2015, October 30, 2015, February 29, 2016, April 27, 2016 May 2, 2016, June 30, 2016, July 20, 2016, October 14, 2016, October 26, 2016, October 28, 2016, November 1, 2016, November 29, 2016, January 3, 2017, January 31, 2017, February 28, 2017, March 24, 2017(Rockies Express attempted to file this negotiated rate agreement on March 23, 2017. However, it was unable to do so as a result of a FERC Online outage. As a result of the outage, the Commission posted a notice on its website at 2:00 p.m. ET on March 23, 2017 stating that "eLibrary, eTariff, EQR and FERC Online are currently experiencing problems and not available. Filings that are due on March 23, 2017 will be accepted as timely the next business day." Accordingly, consistent with the Commission's notice, Rockies Express is making this filing on March 24, 2017 with the expectation that it will be deemed to have been timely filed on March 23, 2017.), March 31, 2017, April 4, 2017, April 26, 2017, July 20, 2017, July 31, 2017, August 31, 2017, October 4, 2017, October 27, 2017, November 8, 2017, November 30, 2017, December 29, 2017, January 4, 2018, January 31, 2018, August 7, 2018, August 27, 2018, September 4, 2018, October 18, 2018, October 23, 2018, November 1, 2018, November 7, 2018, December 31, 2018, February 6, 2019, February 28, 2019, April 30, 2019, June 3, 2019, July 1, 2019, August 1, 2019, September 3, 2019, November 1, 2019, November 7, 2019, December 2, 2019, January 14, 2020, February 11, 2020, April 30, 2020, May 29, 2020, June 30, 2020, July 30, 2020, October 27, 2020, December 31, 2020, January 29, 2021, February 11, 2021, February 12, 2021, February 16, 2021, October 29, 2021, and November 30, 2021 (Contract No. 553078).~~N/A

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:

Pipeline Segment	East of:	West or South of & Including:	Index
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.

RATE SCHEDULE BHS

BACKHAUL TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule BHS 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 Capacity available on all affected portions of its System and the operational capability to satisfy; and (b) after review by Transporter, executes a Backhaul Transportation Service Agreement (BHS Agreement) with Transporter applicable to service under this Rate Schedule BHS. The form of BHS Agreement is contained in this Tariff. There is no limitation on the number of BHS Agreements any one Shipper may have.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 The transportation service provided under this Rate Schedule BHS shall be performed in accordance with Part 284 of the Federal Energy Regulatory Commission's (Commission) Regulations. This Rate Schedule BHS shall apply to all Gas transported by Transporter for Shipper pursuant to a BHS Agreement.
- 2.2 Service provided under this Rate Schedule is limited to Backhaul transportation only. Backhaul is the transportation of Gas which is nominated for receipt and delivery opposite of the designated flow direction of Transporter's pipeline segments. Backhaul transportation service on Transporter's mainline pipeline system is applicable only on those segments that are unidirectional as reflected on Transporter's Interactive Website.
- 2.3 Acceptance of nominations and scheduling of Gas shall be subject to sufficient forward haul segment transportation volumes to effectuate the transportation of Gas under this Rate Schedule. Receipt and Delivery Point availability may be subject to displacement.
- 2.4 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 BHS 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 BHS Agreement. Transporter shall not be required to accept any Gas tendered in excess of the Maximum Daily Quantity (MDQ), plus other deductions, specified in the BHS Agreement. The service hereunder shall be provided on a uniform hourly basis as specified in Section 5 of the General Terms and Conditions of this Tariff.
- 2.5 Shippers may designate multiple Primary Receipt Point(s) each of which will have a Maximum Daily Receipt Quantity (MDRQ); the sum of which will equal the MDQ. Such

Primary Receipt Point(s) must be downstream of all Primary Delivery Points. Secondary Receipt Point(s) are available to the extent they are downstream (i.e., designated flow direction of the pipeline) of all Delivery Points and are within or between the zones used to calculate the Reservation Charge.

- 2.6 Shipper may designate multiple Primary Delivery Point(s) each of which will have a Maximum Daily Delivery Quantity (MDDQ); the sum of which will equal the MDQ. Such Primary Delivery Point(s) must be upstream of all Primary Receipt Points. Secondary Delivery Point(s) are available to the extent they are upstream (i.e., designated flow direction of the pipeline) of all Receipt Points and are within or between zones used to calculate the Reservation Charge.
- 2.7 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.
- 2.8 Shippers holding Capacity under this Rate Schedule BHS may segment or release such Capacity in accordance with the General Terms and Conditions of this Tariff, subject to such activity not creating a forward haul transaction relative to the designated flow direction of the pipeline.

3. VALID REQUESTS

- 3.1 A request for service under this Rate Schedule BHS 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 reasonable assurance of Day-to-Day of the operational capability to effect receipt, transportation and/or delivery consistent with the terms and conditions of this Rate Schedule BHS; (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

BHS; 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 BHS.

- 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 BHS. 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 a BHS Agreement 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 a BHS Agreement hereunder within ten (10) Days after Transporter has tendered the BHS 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 via Transporter's Interactive Website 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 MDRQ for each Primary Receipt Point and the 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 BHS 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 BHS 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 BHS 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 BHS, 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 BHS 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

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

4. TERM

- 4.1 The term of service hereunder shall be set forth in the BHS 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 a BHS Agreement. Upon termination of any BHS Agreement, and subject to any such rollover or right of first refusal, service by Transporter to Shipper there under shall be terminated and automatically abandoned.

5. RATE

The applicable rates, including any surcharges, for 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 BHS, 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 Fuel and Lost and Unaccounted-for (FL&U) and Electric Power Costs (EPC), as applicable, 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 sheet, unless otherwise negotiated pursuant to Section 33 of the General Terms and Conditions of this Tariff. Fuel will be assessed if the Gas received or delivered to Shipper under this Rate Schedule is transported through a booster compressor; otherwise, only the system-wide L&U will be assessed under this Rate Schedule.
- 5.3 During periods of service interruption at Primary Points and Primary Paths under this Rate Schedule, Transporter shall provide a Reservation Charge credit to Shipper for quantity nominated but not delivered on each Day of interruption. This credit shall constitute a Shipper's exclusive remedy for any such interruption.
- 5.4 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:
- $$\text{Tax Reimbursement} = [\text{Tax Rate} \times (\text{CIAC} - \text{Present Value of Tax Depreciation})] \times [1 + \{\text{Tax Rate}/(1 - \text{Tax Rate})\}]$$
- 5.5 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 BHS.

- 5.6 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 BHS, 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 BHS 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 BHS Agreement or a separate discount Agreement, be decreased to such reduced rate.
- 5.7 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 BHS 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 BHS 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 BHS 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 BHS 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 BHS 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.

- 5.8 All revenues collected and volumes retained by Transporter as a result of providing service under this Rate Schedule BHS 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 BHS 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 shall be specified in Dth in the BHS 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 BHS 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 BHS 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 BHS 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 BHS Agreement, which exceeds the MDQ on any Day under such BHS 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:

Pipeline Segment	East of:	West or South of & Including:	Index
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.

RATE SCHEDULE ITS

INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

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

2. APPLICABILITY, CHARACTER AND PRIORITY OF SERVICE

2.1 This Rate Schedule ITS defines an interruptible transportation service. This Rate Schedule ITS shall apply to all Gas received by Transporter for Shipper on a uniform hourly basis as specified in Section 5 of the General Terms and Conditions of this Tariff and pursuant to an ITS Agreement. As more fully set out in the General Terms and Conditions of this Tariff, Transporter is not providing a supply service under this Rate Schedule ITS.

2.2 Service hereunder shall consist of the acceptance by Transporter of Gas from or for the account of Shipper at Receipt Point(s) under the ITS Agreement, the transportation of that Gas through Transporter's System, and the delivery of that Gas by Transporter to Shipper or for Shipper's account at Delivery Point(s) under the ITS Agreement. Transporter shall not be required: (a) to accept on any Day Gas tendered in excess of the Maximum Daily Quantity (MDQ) specified in Shipper's ITS Agreement with Transporter, or (b) to deliver on any Day Gas requested, in excess of the Maximum Daily Quantity (MDQ) specified in the ITS Agreement; or (b) to accept or deliver on any Day Gas hereunder which is not properly nominated pursuant to and to the extent required by the General Terms and Conditions of this Tariff.

2.3 The service provided under this Rate Schedule ITS shall be performed in accordance with Part 284 of the Commission's Regulations. Shipper shall only tender Gas for transportation under this Rate Schedule ITS to the extent such service would qualify under the applicable statutes, regulations, Commission orders and the blanket certificate authorizing service by Transporter under this Rate Schedule. For service under Subpart B of Part 284 of the Commission's Regulations, Shipper shall provide to Transporter appropriate certification, including sufficient information in order for Transporter to verify that the service qualifies under Subpart B of Part 284 of the Regulations. Where required by the Commission's Regulations, Shipper shall (prior to tendering Gas under an ITS Agreement) cause the intrastate pipeline or local distribution company on whose behalf the service will be provided to submit the necessary certification.

- 2.4 Service hereunder is provided on an interruptible basis. Receipt and Delivery Point access, Nominations, scheduling, Interruption of service, allocation of Capacity, Curtailment and priorities of service are all governed by the General Terms and Conditions of this Tariff.

3. VALID REQUESTS

- 3.1 A request for service under this Rate Schedule ITS 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) which would require the construction, modification, expansion, or acquisition of any facilities; provided, however, that Transporter may agree in its reasonable discretion to construct, modify, expand, or acquire facilities to enable it to perform such services; (2) unless and until Shipper has provided Transporter with the information required in Section 3.2 hereof; (3) if Transporter determines, based on the credit analysis referenced in Section 3.2D, that Shipper does not possess sufficient financial stability to make it reasonably likely the service provided hereunder will be paid for on a timely basis; (4) if the service requested would not comply with this Rate Schedule ITS; or (5) if the service requested is at less than the applicable maximum rate; provided, however, that Transporter may agree to provide service hereunder at a discount consistent with this Rate Schedule ITS.
 - B. Transporter shall promptly notify Shipper if it cannot satisfy an otherwise valid request because such request is incomplete or does not comply with this Rate Schedule ITS. 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 ITS Agreement 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 ITS Agreement hereunder within ten (10) Days after the ITS Agreement has been tendered by Transporter for execution.
- 3.2 Requests for service hereunder shall be deemed valid only after the information specified in this section is provided by Shipper via Transporter's Interactive Website or in writing to:

ROCKIES EXPRESS PIPELINE LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
Facsimile Number (303) 763-3515
Email: 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, exclusive of applicable Fuel 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. AVAILABILITY OF POINTS

- (1) A Shipper may utilize all available Receipt and Delivery Points on Transporter's System under any ITS Agreement, subject to the General Terms and Conditions of this Tariff.
- (2) The available volume and priorities at any Point shall be governed by the General Terms and Conditions of this Tariff.

C. TERM OF SERVICE

The request shall specify:

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

D. CREDIT

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

E. COMPLIANCE WITH 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 ITS, including the applicable General Terms and Conditions of this Tariff as revised from time-to-time.

F. COMMISSION-REQUIRED FILING INFORMATION

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

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

G. SHIPPER CONTACT INFORMATION

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

4. TERM

- 4.1 The term of service hereunder shall be set forth in the ITS Agreement between Shipper and Transporter. Transporter may terminate the ITS Agreement prior to the contract expiration date if Shipper fails to cause Gas to be delivered during any twelve (12) consecutive calendar Months when Capacity is available, unless Shipper's failure to deliver Gas was attributable to circumstances of Force Majeure.
- 4.2 The General Terms and Conditions of this Tariff shall govern the applicability of rollovers granted through an ITS Agreement. Upon termination of any ITS Agreement, and subject to such rollovers, service by Transporter to Shipper thereunder shall be terminated and automatically abandoned.

5. RATE

- 5.1
 - A. Shipper shall pay Transporter each Month under this Rate Schedule ITS a Commodity Charge for each Dth of Gas delivered, together with such other charges as are identified in this Tariff. The maximum Monthly Commodity Charge shall be the applicable maximum unit rate set out in this Tariff multiplied by the quantity of Gas actually delivered by Transporter during the billing Month.
 - B. 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 on which the Shipper is willing to agree.

- 5.2 Shipper shall reimburse Transporter for any Fuel and Lost and Unaccounted-for Gas and Electric Power Costs 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 currently effective Section No. 5, 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 minor facilities is required in order to provide service to Shipper, Shipper will pay Transporter for such facilities. Shipper may elect to (1) make a one-time 100 percent reimbursement for the cost of facilities or (2) pay the cost of facilities over a period of time agreed to by Shipper and Transporter. The facility charge will include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties, if the Shipper elects to reimburse Transporter for the facilities over a period of time. If a contribution in aid of construction (CIAC) is paid by the Shipper in accordance with the construction of facilities agreement and such transaction is determined to be taxable, it shall be increased by an amount (Tax Reimbursement) to compensate for the corporate income tax effects thereof, according to the following formula:
- $$\text{Tax Reimbursement} = [\text{Tax Rate} \times (\text{CIAC} - \text{Present Value of Tax Depreciation})] \times [1 + \{\text{Tax Rate}/(1 - \text{Tax Rate})\}]$$
- 5.4 The ACA charge 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 ITS.
- 5.5 A. Transporter shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in: (1) the rates, charges, terms and conditions applicable under this Rate Schedule ITS, including both the level and design of such rates and charges; and (2) the General Terms and Conditions of this Tariff. Further, Shippers may submit comments to the appropriate regulatory authority regarding any such changes that are proposed by Transporter.
- B. If, at any time and from time-to-time, the FERC or any other governmental authority having jurisdiction in the premises allows or permits Transporter to collect, or to negotiate to collect, a higher rate for the service hereunder, the rate shall, subject to any contrary provision of the ITS Agreement or a separate discount Agreement, be increased to the highest such rate. Should additional

documentation be required in order for Transporter to collect such highest rate, Shipper shall execute or provide such documentation within ten (10) Days after a written request by Transporter. If, at any time and from time-to-time, the FERC or any other governmental authority having jurisdiction in the premises requires Transporter to charge a lower rate for transportation service hereunder, the rate shall, subject to any contrary provision of the ITS 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, or by Shipper's election to nominate service consistent with the terms of the applicable service Discounted Rate offers posted by Transporter on its Interactive Website from time-to-time and subject to any provisions on discounting in the ITS 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 ITS a rate which is lower than the applicable maximum rate set forth in this Tariff; provided, however, that such rate charged may not be less than the applicable minimum rate for service under Rate Schedule ITS set forth in this Tariff as applicable. Transporter will confirm any verbal notice of the applicable rate in writing. Such notification shall specifically state the effective date of such rate change and the quantity of Gas so affected. Unless otherwise agreed in the ITS Agreement or in a separate discount Agreement, Transporter may at any time further change such rate (subject to any restrictions as to maximum or minimum rates set out in this Tariff, the ITS Agreement and/or any discount Agreement) upon twenty-four (24) hours' verbal notice to Shipper, which notice shall be confirmed in writing. Such notification shall specifically state the effective date of such rate change and the quantity of Gas so affected. Transporter shall file with the Commission any and all reports as required by the Commission's Regulations with respect to the institution or discontinuance of any discount.
- 5.7 All revenues collected and volumes retained by Transporter as a result of providing service under this Rate Schedule ITS 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 An ITS Agreement shall include all available Receipt and Delivery Points on Transporter's System, subject to any applicable charges and in accordance with the General Terms and Conditions of this Tariff. Transporter's aggregate maximum obligation to accept and deliver Gas on an interruptible basis shall be specified in Dth in the ITS Agreement. The volumes available at each Receipt and Delivery Point, and the related priorities, shall be governed by the General Terms and Conditions of this Tariff.
- 7.2 Acceptable conditions of operation at Receipt and Delivery Points 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 ITS 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 ITS Agreement when, in Transporter's reasonable judgment, the Capacity and operating capability of its System will permit such receipt, transportation and delivery without impairing the ability of Transporter to meet its other obligations ("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 MDQ), 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.
- 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 ITS Agreement, which exceeds Shipper's Nomination on any Day under

such ITS 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:

Pipeline Segment	East of:	West or South of & Including:	Index
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.

RATE SCHEDULE PALS PARK AND LOAN SERVICE

1. AVAILABILITY

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

2. APPLICABILITY AND CHARACTER OF SERVICE

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

needs. Transporter may, based on its reasonable determination of its operational capability and in a non-discriminatory manner, interrupt or decline to schedule any or all of the services hereunder and, if such actions are required to avoid interference with firm service or to protect the integrity of the System, will do so prior to invoking the procedures of Section 36, Operational Parameters, of the General Terms and Conditions of this Tariff and subject to Section 8 of this Rate Schedule PALS.

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

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

3. NOMINATIONS AND SCHEDULING

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

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

- 4.1 A request for service under this Rate Schedule PALS shall be valid as of the date received if it complies with this Section 4 and contains adequate information on all of the items specified in Sections 4.3A and 4.3B, subject to any necessary verification of such information and to the following:
- A. A request shall not be valid and Transporter shall not be required to grant any such request: (1) which could in Transporter's judgment interfere with efficient operation of its System or with service to any firm Shipper; (2) which would require the construction, modification, expansion, or acquisition of any facilities to enable it to perform such services; provided, however, that Transporter may agree in its reasonable discretion to construct, modify, expand, or acquire any facilities; (3) unless and until Shipper has provided Transporter with the information required in Section 4.2 hereof and the assurances required under

Section 1.3 hereof; (4) if Transporter determines, based on the credit analysis referenced in Section 4.3A, that Shipper does not possess sufficient financial stability to make it reasonably likely the service provided hereunder will be paid for on a timely basis; (5) if the service requested would not comply with this Rate Schedule PALS; or (6) if the service requested is at less than the applicable maximum rate; provided, however, that Transporter may agree to provide service hereunder at a discount consistent with this Rate Schedule PALS. Nothing herein is intended to govern the scheduling and Curtailment of service once a request for service has been granted pursuant to Section 4 hereof and while Agreements under this Rate Schedule are in effect. Such matters are governed by Section 3 of this Rate Schedule and the applicable General Terms and Conditions of this Tariff.

B. Transporter shall promptly notify Shipper if it cannot satisfy an otherwise valid request, in whole or in part, due to lack of Capacity or System capability or if the request is incomplete or does not comply with this Rate Schedule PALS.

(1) Any request shall be null and void unless it is complete and complies with this Rate Schedule PALS.

(2) If Transporter cannot satisfy a request due to insufficient System Capacity or capability, such request shall be deemed null and void upon notification by Transporter that it cannot perform the service requested. Transporter may at any time tender a PALS Agreement to Shipper, consistent with Shipper's request, which may be conditional on the future availability of System Capacity and capability.

(3) Transporter shall tender a PALS Agreement to Shipper for execution when Shipper's request for service is accepted. Unless waived by Transporter, a request for service shall be invalid if Shipper fails to execute a PALS Agreement hereunder within ten (10) Days after Transporter has tendered a PALS Agreement for execution. An executed PALS RO must be submitted to Transporter prior to commencement of service.

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

ROCKIES EXPRESS PIPELINE LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228

Facsimile Number (303) 763-3515

E-mail: REX@tallgrassenergyllp.com

A. For a PALS Agreement to be valid, the following information must be provided:

(1) GAS QUANTITIES

The request shall specify in Dth the Maximum Aggregate Quantity (MAQ) and the Maximum Daily Quantity (MDQ) to be parked or loaned under any and all outstanding PALS RO Agreements.

(2) TERM OF SERVICE

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

(3) 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.

(4) COMPLIANCE WITH PALS TARIFF

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

(5) COMMISSION-REQUIRED FILING INFORMATION

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

(a) Affiliation of the Shipper with Transporter;

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

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

(1) SERVICE TYPE/PALS AGREEMENT

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

(2) GAS QUANTITIES

The PALS RO shall specify in Dth the Maximum Aggregate Quantity (MAQ RO) and the Maximum Daily Quantity (MDQ RO) to be parked and/or loaned under the specific transaction; provided that the sum of all MAQ ROs and MDQ ROs under all pending PALS ROs cannot exceed the MAQ and MDQ under the applicable PALS Agreement. The PALS RO shall specify the minimum daily and aggregate volumes and shall set out a park and/or loan schedule containing the quantity and timing information specified in Section 7 of this Rate Schedule PALS.

(3) POINTS

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

(4) TERM OF SERVICE

- (a) The request shall specify:

(1) The date service is requested to commence;

(2) The date service is requested to terminate.

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

(5) SHIPPER CONTACT PERSONNEL

The PALS RO shall specify the persons to be contacted by Transporter in connection with the PALS RO.

(6) RATE

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

(7) SHIPPER ASSURANCES

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

5. TERM

The term of service hereunder shall be set forth in the PALS Agreement between Shipper and Transporter, and shall not be less than 24 hours. The PALS RO shall have a separately stated term or terms applicable to a particular transaction which term may not extend beyond the term of the related PALS Agreement. Upon termination of any PALS Agreement and of any PALS RO, service by Transporter to Shipper thereunder shall be terminated and automatically abandoned.

6. RATE

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

- B. The maximum and minimum rate(s) applicable to this Rate Schedule PALS are set forth in the Currently Effective Rates section of this Tariff. On any Day, the sum of the Initial Rate, the Park/Loan Balance Rate and the Completion Rate assessed for any park or loan may not exceed the maximum PALS Initial Rate on a per unit basis.
- C. By mutual agreement between Transporter and Shipper, which is consistent with the pro forma Agreement set out in this Tariff, Discounted or Negotiated Rates may be limited to specific volumes and/or specific periods.
- D. If a Shipper has submitted a Nomination for a payback on a loan or a withdrawal on a park, and that Nomination is consistent with the PALS RO but is not confirmed by Transporter, the Park/Loan Balance Rate shall only be assessed as if the Nomination had been confirmed.
- E. Shipper shall pay any other applicable charges, penalties and fees set out in this Rate Schedule PALS or the General Terms and Conditions of this Tariff. Deviations from the approved PALS RO nominated volumes when compared to the allocated volumes will be assessed cashout charges under Section 11 of the General Terms and Conditions of this Tariff.
- F. Charges payable by any Shipper shall be based on the maximum rates set forth in this Tariff applicable to Rate Schedule PALS, which rates are hereby incorporated herein, unless a lower rate for the charge under Subsection 6.1A of this Rate Schedule is specified in the PALS RO. However, where a Shipper has agreed to pay a Negotiated Rate, the rates assessed hereunder shall be governed by Section 33 of the General Terms and Conditions of this Tariff. A request for service at a Negotiated Rate shall specify the Negotiated Rate on which the Shipper is willing to agree.
- G. The charges referenced herein cover only Park and Loan Services. Shipper must contract separately for any transportation service required for Shipper to move Gas to or away from the Point(s) specified in the PALS RO.

6.2 Overrun Service

- A. Overrun Service Charges apply if a Shipper nominates and Transporter confirms volumes in excess of the approved MAQ and/or MDQ in the PALS Agreement, or if Shipper fails to comply with any quantity or timing parameter in a PALS RO (unless the failure results from Transporter not confirming a Nomination properly submitted). Overrun Service Charges will be assessed at the maximum PALS rate, unless otherwise agreed to in writing by Transporter.
- B. For any Overrun Service hereunder which is not authorized ("Unauthorized Overrun Service"), Shipper shall pay Transporter, in addition to the 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 a PALS Agreement, which exceeds Shipper's Nomination on any Day under such PALS 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 PALS RO Point, as applicable:

Pipeline Segment	East of:	West or South of & Including:	Index
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

- C. Such Unauthorized Overrun Service Charge shall only be assessed 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. The Unauthorized Overrun Service Charge billed and collected by Transporter shall be refunded, net of cost, pursuant to Section 37 of the General Terms and Conditions of this Tariff.
- D. In each instance when an Unauthorized Overrun Service Charge is incurred, Transporter shall have the right to review the circumstances surrounding the Unauthorized Overrun Service Charge incurrence and, in its judgment, may waive all or a portion of the Unauthorized Overrun Service Charges. Any such waiver shall be granted on a non-discriminatory basis to all Shippers that incurred an Unauthorized Overrun Service Charge in that instance. Such waiver, if granted, shall be posted on Transporter's Interactive Website, as required by applicable FERC rules and regulations.
- E. Further, any Unauthorized Overrun Service Charge shall be waived by Transporter if there were no operational problems caused as a result of the unauthorized overrun which led to the application of such charge to a Shipper. If Transporter does not waive an Unauthorized Overrun Charge in the circumstances described in this section, Transporter shall, upon request from a Shipper assessed an Unauthorized Overrun Service Charge, provide a written

explanation of the reason the Unauthorized Overrun Service Charge was not waived.

- 6.3 A. Shipper shall reimburse Transporter within five (5) Days after receiving an invoice from Transporter for all fees incurred by Transporter which are required by the FERC or any regulatory body including, but not limited to, filing, reporting, and application fees to the extent such fees are specifically related to service for that Shipper hereunder and are not generally applicable fees (such as general rate case filing fees).
- B. If Transporter constructs, acquires or modifies any facilities to perform service hereunder, then, as specified in an Agreement related thereto between the parties
 Shipper shall reimburse Transporter for the cost of such facilities or facility modifications as described in Section 5.3B of the ITS Rate Schedule of this Tariff.
- 6.4 A. Transporter shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in: (1) the rates, charges, terms and conditions applicable under this Rate Schedule PALS, including both the level and design of such rates and charges; and (2) the General Terms and Conditions of this Tariff. Further, Shippers may submit comments to the appropriate regulatory authority regarding any such changes that are proposed by Transporter.
- B. If, at any time and from time-to-time, the FERC or any other governmental authority having jurisdiction in the premises allows or permits Transporter to collect, or to negotiate to collect, a higher rate for the service hereunder, the rate shall, subject to any contrary provision of the PALS Agreement or PALS RO, be increased to the highest such rate. Should additional documentation be required in order for Transporter to collect such highest rate, Shipper shall execute or provide such documentation within fifteen (15) Days after a written request by Transporter. If, at any time and from time-to-time, the FERC or any other governmental authority having jurisdiction in the premises requires Transporter to charge a lower rate for service hereunder, the rate shall be decreased to such reduced rate.
- 6.5 Transporter may from time-to-time and at any time, upon twenty-four (24) hours' verbal or written notice, subject to any provisions on discounting in the PALS Agreement or PALS RO, and subject to Section 12.6 of the General Terms and Conditions of this Tariff, charge any individual Shipper for service under this Rate Schedule PALS a rate which is lower than the applicable maximum rate set forth in this Tariff; provided, however, that such rate charged may not be less than the applicable minimum rate for service under Rate Schedule PALS set forth in this Tariff. Unless otherwise agreed in the PALS Agreement or PALS RO, Transporter may at any time further change such rate (subject to any restrictions as to maximum or minimum rates set out in this Tariff, the PALS

Agreement and/or PALS RO) upon twenty-four (24) hours' verbal notice to Shipper, which notice shall be confirmed in writing. Such notification shall specifically state the effective date of such rate change and the quantity of Gas so affected. Transporter shall file with the FERC any and all reports as required by FERC's Regulations with respect to the institution or discontinuance of any discount.

- 6.6 All revenues collected and volumes retained by Transporter as a result of providing service under this Rate Schedule PALS 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.

7. QUANTITY

Each PALS RO shall specify in Dth the MAQ RO, and a daily schedule of the quantities (including the MDQ RO) to be parked and/or loaned under the specific transaction. The daily schedule of returned volumes by the Shipper or Transporter shall also be specified in the PALS RO. The quantities may be specified as a range of volumes (maximum and minimum aggregate and daily quantities and the related time periods) to be parked and/or loaned and returned, and the schedule may include the flexibility to do either a park or a loan within specified volume and time limits. The schedule may provide for flexibility in total volumes and in the daily volumes parked and/or loaned, in the timing of the park or the loan (or any portion thereof), in the duration of the park and/or loan (or portion thereof) and/or in the timing of the completion of the park or loan (or portion thereof) by the return of Gas to the Shipper or to Transporter, and shall specify the limits of the flexibility allowed. Subject to the flexibility specified in the PALS RO, the MDQ RO shall be the maximum quantity Transporter is obligated, on an interruptible basis, to receive from or deliver to Shipper hereunder on the specified Day. The MAQ RO shall be the maximum aggregate quantity Transporter is obligated to park or loan for the account of Shipper hereunder on an interruptible basis for the specific transaction covered by the PALS RO. The minimum aggregate and daily volumes to be parked and/or loaned and returned on an interruptible basis shall also be specified in the PALS RO schedule. The sum total of a Shipper's MAQ ROs and MDQ ROs shall not exceed the MAQ and MDQ specified in the PALS Agreement. If a Shipper exceeds the timing parameter in the applicable PALS RO (unless such failure is due to Transporter not confirming a Nomination properly submitted), it shall be subject to Overrun Service Charges consistent with Section 6.2 of this Rate Schedule.

8. MANDATORY BALANCING

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

- 8.2 Transporter shall require Mandatory Balancing effective the next Day prior to issuing Critical Time Operational Flow Orders pursuant to the notice provisions of Section 36.6 of the General Terms and Conditions of this Tariff, if Transporter reasonably determines that doing so would facilitate System operations and minimize the frequency and severity of Operational Flow Orders in the affected region(s).
- 8.3 A. In the event that Transporter notifies a PALS Shipper under this Section 8 or Section 3 of this PALS Rate Schedule, such notice shall specify the parked Balance to be removed or the loaned Balance to be returned, up to the full MAQ, and the timeframe within which the Balance must be effectuated, but the specified timeframe shall not be less than three (3) Days (in one-third daily increments) from the date of notification. Transporter may allow additional time for contract Balancing when operational conditions permit. Notification shall first be provided by telephone and then by facsimile, by e-mail or in writing. General notices will be posted on Transporter's Interactive Website. In instances when notification is required during times other than normal business hours, Transporter will provide such notification by telephone. To the extent Shipper fails to comply with such notice, the PALS RO shall terminate and the provisions of Section 8.4 hereof shall apply.
- B. In the event that a Shipper fails to comply with the schedule of activities set forth in the applicable PALS RO, Transporter shall notify Shipper, as provided above in Section 8.3A, and the PALS RO shall be subject to termination in accordance with the terms of such notice. The provisions of Sections 8.4A and 8.4B hereof shall then apply.
- 8.4 A. In the event that Shipper still has Gas parked at the end of the term of the PALS RO, Transporter will notify Shipper according to Section 8.3 above. If Shipper fails to comply with the notice pursuant to Sections 3 and 8.3 above, the remaining Balance shall be forfeited to Transporter, free and clear of any adverse claims. The realized value, net of applicable costs, of such forfeited Gas is subject to refund in accordance with Section 37 of the General Terms and Conditions of this Tariff, however if the remaining Balance is 50 Dth or less, such Balance shall be cashed out for Shipper at the lowest MIP (as defined in Section 11.3 of the General Terms and Conditions of this Tariff) in effect during the term of the applicable PALS RO. Transporter and Shipper may mutually agree to not cash out balances of 50 Dth or less and resolve the remaining balance pursuant to Section 8.3 A. For each Day during the period between the end of the contract term and (1) the removal by Shipper of the remaining balance, (2) the forfeiture of Gas to Transporter; or (3) the remaining balance is cashed out, Shipper shall pay Transporter the maximum applicable PALS rate pursuant to this Tariff, unless such other applicable rate is agreed to in the PALS agreement.

- B. Conversely, if the Shipper has not redelivered Gas which was loaned by Transporter by the end of the term of the PALS RO or within the timeframe specified in the notice in Sections 3 and 8.3 above, the Shipper must purchase the unreturned Balance at 150% of the highest daily spot price in effect during the term of the PALS RO as reflected for the indices specified below, as published in Natural Gas Intelligence Group, Natural Gas Week Data Source, Spot Prices from Daily Price Snapshot, under the "Volume-Weighted Price" column, during the period of time the Gas is scheduled to be returned pursuant to the applicable PALS RO.

Location of PALS RO Point, as applicable:

Pipeline Segment	East of:	West or South of & Including:	Index
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

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

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

- 8.5 A. In circumstances where Shipper is unable to eliminate its PALS RO Balance because Transporter is unable to accept the PALS RO Nomination, Shipper shall take any action to reduce the Balance which Transporter can

accommodate and Shipper shall be granted additional time to eliminate its PALS RO Balance corresponding to the time Transporter was unable to accept the PALS RO Nomination. Shipper shall not incur any penalty as to that portion of the Balance resulting from Transporter's inability to accept the PALS RO Nomination. Such extension shall only apply in instances where a Shipper's inability to eliminate the PALS RO Balance is attributable to Transporter's inability to accept and confirm PALS RO Nominations. Shipper remains responsible to nominate the appropriate level of transportation to meet Transporter's notification requirements.

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

9. GENERAL TERMS AND CONDITIONS

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

RATE SCHEDULE PAWS POOLING AND WHEELING SERVICE

1. AVAILABILITY

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

2. APPLICABILITY AND CHARACTER OF SERVICE

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

- A. Pooling Service. Pooling Service hereunder shall consist of the receipt of Gas from a PAWS Shipper, or for a PAWS Shipper's account, at a physical point within a specified Hub and the redelivery of Gas at the Hub Pooling Point within the same Hub to Shippers receiving Gas at such Hub Pooling Point.
- B. Wheeling Service. Wheeling Service is the receipt of Gas by a PAWS Shipper, or for a PAWS Shipper's account, at a physical point or Hub Pooling Point within a specified Hub and the redelivery of Gas at a physical point within the same Hub.

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

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

2.4 The service provided under this Rate Schedule PAWS shall be performed in accordance with Part 284 of the Commission's Regulations. Shipper shall only tender Gas for transportation under this Rate Schedule PAWS to the extent such service would qualify

under the applicable statutes, regulations, Commission orders and the blanket certificate authorizing service by Transporter under this Rate Schedule. For service under Subpart B of Part 284 of the Commission's Regulations, Shipper shall provide to Transporter appropriate certification, including sufficient information in order for Transporter to verify that the service qualifies under Subpart B of Part 284 of the Regulations. Where required by the Commission's Regulations, Shipper shall (prior to tendering Gas under a PAWS Agreement) cause the intrastate pipeline or local distribution company on whose behalf the service will be provided to submit the necessary certification.

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

3. VALID REQUESTS

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

Transporter shall inform Shipper of the specific items needed to complete the request consistent with this Rate Schedule and the General Terms and Conditions of this Tariff.

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

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

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. SHIPPER CONTACT INFORMATION

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

B. GAS QUANTITIES

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

C. TERM OF SERVICE

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

D. COMMISSION-REQUIRED FILING INFORMATION

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

- (1) Affiliation of the Shipper with Transporter;

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

4. TERM

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

5. RATE

The applicable rates, including any surcharges, for Pooling and Wheeling Service are set forth in this Tariff, as revised from time-to-time. Unless otherwise agreed to in writing between Transporter and Shipper, or by Shippers' election to nominate service consistent with the terms of the applicable service discounts rate offers posted by Transporter on its Interactive Website from time-to-time, the applicable rate shall be the maximum rate set forth on the currently effective rate Section of this Tariff. Where a Shipper has agreed to pay a Negotiated Rate, the rates assessed hereunder shall be governed by Section 33 of the General Terms and Conditions of this Tariff. A request for service at a Negotiated Rate shall specify the Negotiated Rate on which the Shipper is willing to agree.

5.1 For Pooling Service provided under this Rate Schedule PAWS, Shipper shall pay Transporter for each Dth of Gas delivered to Shipper, or for Shipper's account, the applicable maximum Commodity Rate set forth in this Tariff, unless otherwise agreed to in writing between Shipper and Transporter.

5.2 Wheeling Service Charges.

A. For Wheeling Service provided under this Rate Schedule PAWS, Shipper shall pay Transporter for each Dth of Gas delivered to Shipper, or for Shipper's account, the applicable maximum Commodity Rate set forth in this Tariff, unless otherwise agreed to in writing between Shipper and Transporter.

B. Shipper shall reimburse Transporter for Lost and Unaccounted-for Gas in connection with Wheeling Service at the applicable reimbursement percentage set forth in this Tariff, and as provided by Section 38 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 minor facilities is required in order to provide service to Shipper, Shipper will pay Transporter for such facilities. Shipper may elect to (1) make a one-time 100 percent reimbursement for the cost of facilities or (2) pay the cost of facilities over a period of time agreed to by Shipper and Transporter. The facility charge will include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties, if the Shipper elects to reimburse Transporter for the facilities over a period of time. If a contribution in aid of construction (CIAC) is paid by the Shipper in accordance with the construction of facilities agreement and such transaction is determined to be taxable, it shall be increased by an amount (Tax Reimbursement) to compensate for the corporate income tax effects thereof, according to the following formula:

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

- 5.4 The ACA charge will be assessed on Wheeling Service provided hereunder, as provided in Section 30 of the General Terms and Conditions of this Tariff. The ACA charge shall not be assessed on Pooling Services provided hereunder.
- 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 PAWS, including both the level and design of such rates and charges; and (2) the General Terms and Conditions of this Tariff. Further, Shippers may submit comments to the appropriate regulatory authority regarding any such changes that are proposed by Transporter.
- B. If, at any time and from time-to-time, the FERC or any other governmental authority having jurisdiction in the premises allows or permits Transporter to collect, or to negotiate to collect, a higher rate for the service hereunder, the rate shall, subject to any contrary provision of the PAWS Agreement or a separate rate agreement, be increased to the highest such rate. Should additional documentation be required in order for Transporter to collect such highest rate, Shipper shall execute or provide such documentation within ten (10) Days after a written request by Transporter. If, at any time and from time-to-time, the FERC or any other governmental authority having jurisdiction in the premises requires Transporter to charge a lower rate for transportation service hereunder, the rate shall, subject to any contrary provision of the PAWS Agreement or a separate rate agreement, be decreased to such reduced rate.

- 5.6 Transporter may from time-to-time and at any time, upon written notice, subject to any provisions on discounting in the PAWS Agreement or in a separate rate 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 PAWS a rate which is lower than the applicable maximum rate set forth in this Tariff; provided, however, that such rate charged may not be less than the applicable minimum rate for service under Rate Schedule PAWS set forth in this Tariff. Transporter will confirm any verbal notice of the applicable rate in writing. Such notification shall specifically state the effective date of such rate change and the quantity of Gas so affected.
- 5.7 All revenues collected and volumes retained by Transporter as a result of providing service under this Rate Schedule PAWS shall be retained by Transporter unless Transporter has otherwise specifically agreed or been specifically ordered by FERC to provide for a different disposition of such amounts.

6. NOMINATIONS, SCHEDULING AND IMBALANCES

- 6.1 Shipper shall provide Transporter with daily Nominations of receipts and deliveries by Receipt and Delivery Point in accordance with the General Terms and Conditions of this Tariff. It shall be Shipper's responsibility to cause Gas to be delivered to Transporter at Receipt Point(s), and to cause Gas to be taken from Transporter at Delivery Point(s), in accordance with the information supplied to Transporter.
- 6.2 It shall be Shipper's responsibility to keep receipts and deliveries in Balance. Transporter may reschedule service hereunder to the extent necessary to bring receipts and deliveries into Balance. Any Imbalance between actual receipts and actual deliveries shall be eliminated by cashout or other means on a Monthly basis in accordance with the General Terms and Conditions of this Tariff, unless otherwise agreed to in writing by Transporter. Imbalances at Hub Pooling Points are not allowed.

7. RECEIPT AND DELIVERY POINTS AND UPSTREAM AND DOWNSTREAM ARRANGEMENTS

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

- 7.3 Shipper shall make all necessary arrangements with other parties: (1) at or upstream of the Receipt Point(s) where Gas is tendered to Transporter hereunder; and (2) at or downstream of the Delivery Point(s) where Transporter delivers Gas hereunder to or for the account of Shipper. Such arrangements must be consistent with this Rate Schedule PAWS 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 PAWS Agreement when, in Transporter's reasonable judgment, the Capacity and operating capability of its System will permit such receipt, transportation and delivery without impairing the ability of Transporter to meet its other obligations ("Authorized Overrun Service"). Requests for Authorized Overrun Service shall be subject to the Authorized Overrun Service priorities set forth in the General Terms and Conditions of this Tariff. Authorized utilization by Shipper which exceeds its Capacity rights shall constitute Authorized Overrun Service provided by Transporter, and Shipper shall incur Authorized Overrun Service Charges as a result of such use. Shipper shall pay Transporter the maximum rate for Authorized Overrun Service set forth in this Tariff unless otherwise agreed to in writing by Transporter.
- 8.2 For any Overrun Service hereunder which is not Authorized Overrun Service ("Unauthorized Overrun Service"), Shipper shall pay Transporter, in addition to the Authorized Overrun Service Charge, an Unauthorized Overrun Service Charge. Such Unauthorized Overrun Service Charge shall equal the amount of Gas in Dth tendered to Transporter or delivered to Shipper under an PAWS Agreement, which exceeds Shipper's Nomination on any Day under such PAWS 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:

Pipeline Segment	East of:	West or South of & Including:	Index
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 an Unauthorized Overrun Service Charge is incurred, Transporter shall have the right to review the circumstances surrounding the Unauthorized Overrun Service Charge incurrence and, in its judgment, may waive all or a portion of the Unauthorized Overrun Service Charges. Any such waiver shall be granted on a non-discriminatory basis to all Shippers that incurred an Unauthorized Overrun Service Charge in that instance. Such waiver, if granted, shall be posted on Transporter's Interactive Website, or as otherwise may be 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.

Reserved for future use.

~~RATE SCHEDULE IBS~~ ~~INTERRUPTIBLE BALANCING SERVICE~~

~~1. AVAILABILITY~~

~~1.1 This Rate Schedule IBS is an interruptible balancing service available to any entity (hereinafter called Shipper) which:~~

~~A. Submits to Transporter a valid request as defined in Section 3 hereof;~~

~~B. Executes an Interruptible Balancing Service Agreement ("IBS Agreement") with Transporter applicable to service under this Rate Schedule IBS;~~

~~C. Meets the qualifications set out in Section 1.2 below; and~~

~~D. Submits one or more Access Requests for daily balancing services and is confirmed by Transporter for a total volume range of such quantities, as consistent with Section 6 hereunder, as Shipper's right and obligation on any day to receive and pay for daily balancing services so as to permit increases or decreases in actual deliveries from nominated daily quantities.~~

~~1.2 To be eligible for service under this Rate Schedule IBS, the Shipper must identify the service under its IBS Agreement as being for one specified Delivery Point for each IBS Agreement. Service hereunder is intended to provide interruptible daily park or loan services to meet changes in demand behind a specified Delivery Point serving certain end-use facilities and/or changes in a local distribution customer ("LDC") service area. Limited aggregation of end-use facilities behind a single Delivery Point is permitted. Such end-use facilities need not be directly connected to Transporter's system, but the conditions specified in Section 3.2C of this Rate Schedule IBS must be met. The offering of IBS Service hereunder is conditioned upon Shipper nominating to the Delivery Point transportation quantities under an FTS or ITS Agreement to which the IBS Agreement is linked, consistent with Section 3.2A of this Rate Schedule IBS. The Delivery Point must be a physical point of delivery (either primary or secondary) available under the linked transportation Agreement and may not be a Hub or Pooling Point.~~

~~2. APPLICABILITY, CHARACTER AND PRIORITY OF SERVICE~~

~~2.1 This Rate Schedule IBS shall apply to all interruptible balancing services provided by Transporter for a Shipper at a specified Delivery Point. A Shipper may nominate service hereunder pursuant to daily balancing Access Requests under Section 6 of this Rate Schedule IBS. This service will be provided based on line pack and/or operational Gas capability and~~

~~on offsetting Access Requests under Section 6 of this Rate Schedule IBS. It is understood that Transporter is not providing a supply or storage service under this Rate Schedule IBS.~~

~~2.2 This service is designed to help a Shipper accommodate differences between nominated and actual gas flows to a specified Delivery Point under the FTS or ITS Agreement to which the IBS Agreement is linked consistent with Section 3.2A of this Rate Schedule IBS.~~

~~2.3 Transporter shall not be required to provide service hereunder:~~

~~A. In excess of Shipper's confirmed daily Access Request under the IBS Agreement and as determined under Section 6.1 hereof;~~

~~B. In excess of the maximum allowable cumulative IBS Balance (the Cumulative Balance under an IBS Agreement may not exceed two times Shipper's MDQ, absent agreement by Transporter) or in excess of the MDQ of the IBS Agreement; or~~

~~C. If Transporter determines on a non-discriminatory basis that the offering of requested balancing services to Shipper at a designated Delivery Point would reduce its ability to satisfy existing obligations to higher priority services or maintain the integrity of its System.~~

~~2.4 Priorities of service for purposes of scheduling and curtailment shall be governed by Section 3 of the General Terms and Conditions of this Tariff.~~

~~2.5 The service provided under this Rate Schedule IBS shall be performed in accordance with Part 284 of the Commission's Regulations. Shipper shall only request service under this Rate Schedule IBS to the extent such service would qualify under the applicable statutes, regulations, Commission orders and the blanket certificate authorizing service by Transporter under this Rate Schedule. For service under Subpart B of Part 284 of the Commission's Regulations, Shipper shall provide to Transporter appropriate certification, including sufficient information in order for Transporter to verify that the service qualifies under Subpart B of Part 284 of the Regulations. Where required by the Commission's Regulations, Shipper shall (prior to tendering Gas under an IBS Agreement) cause the intrastate pipeline or local distribution company on whose behalf the service will be provided to submit the necessary certification.~~

~~3. VALID REQUESTS~~

~~3.1 A request for service under this Rate Schedule IBS 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) which could in Transporter's judgment interfere with operation of its System or with service to any firm Shipper; (2) 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; (3) unless and until Shipper has provided Transporter with the information required in Section 3.2 hereof; (4) if Transporter determines, based on the credit analysis referenced in Section 3.2E, that Shipper does not possess sufficient financial stability to make it reasonably likely the service provided hereunder will be paid for on a timely basis; (5) if the service requested would not comply with this Rate Schedule IBS; or (6) if the service requested is at less than the applicable maximum rate; provided, however, that Transporter may agree to provide service hereunder at a discount or negotiated rate consistent with this Tariff.~~

- ~~B. Transporter shall promptly notify Shipper if it cannot satisfy an otherwise valid request because such request is incomplete or does not comply with this Rate Schedule IBS. 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 IBS Agreement to Shipper for execution when Shipper's request for service is accepted. Unless waived by Transporter, a request for service shall be invalid if Shipper fails to execute an IBS Agreement hereunder within ten (10) Days after the IBS Agreement has been tendered by Transporter for execution. A daily Access Request is required to commence service on any day.~~

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

~~ROCKIES EXPRESS PIPELINE LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
Facsimile Number (303) 763-3515
Email: REX@tallgrassenergyllp.com~~

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

~~A. LINKED TRANSPORTATION AGREEMENT~~

- ~~Shipper shall identify in its request the upstream FTS or ITS Agreement to which service hereunder will be linked. The balancing service hereunder shall relate to the volumes nominated and allocable at the Rate Schedule IBS Delivery Point under the linked transportation Agreement. The effectiveness of this IBS Agreement and the confirmation of daily Access Requests is contingent upon Shipper having and continuing in effect the linked FTS or ITS Agreement, unless the parties agree on a substitute linked transportation Agreement. The linked FTS transportation Agreement may be a~~

~~released transportation Agreement but the Replacement Shipper under the linked FTS Agreement must also hold an IBS Agreement at the Delivery Point and be the same Shipper on any day when services are rendered hereunder.~~

B. ~~CONTRACT QUANTITY~~

- ~~(1) The request must specify the MDQ under the IBS Agreement. The MDQ of the IBS Agreement may be equal to or less than the MDQ of the linked transportation Agreement and shall represent the maximum quantity to be parked or loaned hereunder on any Gas Day to balance variations between actual and scheduled flows at the Delivery Point under the linked transportation agreement. If the transportation Agreement is linked to more than one IBS Agreement, then the sum of the MDQs under all IBS Agreements served by that linked transportation Agreement must be equal to or less than the transportation contract MDQ. Subject to the above limitations, the MDQ under the IBS Agreement shall be as specified by Shipper in its request for service; provided, however, that the MDQ may not exceed the higher of: (i) the highest daily usage served by Transporter at the Delivery Point during the prior twelve (12) months; or (ii) the highest daily usage which will be served by Transporter at such Delivery Point during the ensuing twelve (12) months as reasonably projected by Shipper and Transporter. The MDQ shall be re-determined at the request of either Shipper or Transporter no earlier than six (6) months after the then most recent MDQ determination or at any time by mutual agreement.~~
- ~~(2) The request must specify the Cumulative Balance under the IBS Agreement. The Cumulative Balance shall represent the maximum quantity owed by Shipper as parks or loans, as delineated separately for total cumulative park or loan quantities in Dth, and shall not exceed two times the IBS Agreement MDQ, unless otherwise agreed to in writing.~~

C. ~~DEMAND FACILITIES SERVED BEHIND DELIVERY POINT~~

~~Shipper shall identify the load characteristics of LDC and/or specific end-use facility or facilities for which balancing service is to be provided under the IBS Agreement at or behind the Delivery Point. The IBS Agreement may cover multiple end-use facilities as long as they are served by the designated Delivery Point. The location of such Rate Schedule IBS Delivery Point must be geographically consistent with the location of the LDC and/or end-use facility or facilities. Electronic measurement equipment must be in place and the information must be accessible to Transporter such that real time data on deliveries to the end-use facility or facilities are available to Transporter.~~

- ~~(1) The request shall contain a statement either: (i) that the service under the IBS Agreement will be used to meet changes in demand for the specified LDC and/or end-use facility or facilities identified in the request directly connected to Transporter's system; or (ii) that service under the IBS Agreement will be used~~

~~for LDC and/or end-use facility or facilities identified in the request and behind the Rate Schedule IBS Delivery Point and the requirements of (2) below are or will be met. Where a facility or facilities are not directly connected to Transporter, the end-use facility or facilities must facilitate changes in flow through a point operator which is interconnected with Transporter's system facilities at the Rate Schedule IBS Delivery Point.~~

~~(2) Where an LDC and/or end-use facility is not directly connected to Transporter's system, separate real-time measurement data sharing agreements must be executed among Transporter, the Shipper, the operator of the end-use facility and the point operator. These real-time measurement data sharing agreements must provide (i) that the point operator will monitor the use of the service to assure that service is being provided hereunder to the end-use facility or facilities consistent with this Rate Schedule IBS; and (ii) that, during periods when deliveries to the LDC and/or end-use facility are from more than one source, gas from Transporter is deemed the first gas delivered to and used by the LDC and/or end-use facility unless otherwise agreed to in a Predetermined Allocation Agreement. Transporter will provide to the point operator relevant flow and nomination information related to the IBS Agreement. Service hereunder for any end-use facility not directly connected to Transporter shall be contingent upon satisfaction on a continuing basis of these requirements.~~

~~D. TERM OF SERVICE~~

~~The first date service is requested to commence and last date service is to terminate (Primary Term) under Rate Schedule IBS, or whether the request is subject to an evergreen provision (permitting an extension).~~

~~E. CREDIT~~

~~Shipper shall provide with this request information necessary for Transporter to conduct a credit appraisal. Service by Transporter hereunder is subject to Shipper meeting the credit requirements set forth in Section 13 of the General Terms and Conditions of this Tariff.~~

~~F. 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 IBS, including the applicable General Terms and Conditions of this Tariff as revised from time-to-time.~~

~~G. COMMISSION-REQUIRED FILING INFORMATION~~

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

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

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

~~H. SHIPPER CONTACT INFORMATION~~

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

~~I. DAILY ACCESS REQUEST QUANTITIES~~

~~Access Requests, in the form and manner prescribed by Section 6 herein, setting forth the requested quantities must be submitted by Shipper in accordance with this Rate Schedule IBS. The request shall include an estimate of the quantity, within MDQ, to be nominated for potential park or loan on any Gas Day to implement balancing services hereunder at the Delivery Point for the linked transportation agreement. As applicable, Shipper or Point Operator must separately identify the volumes attributed to the specific Delivery Point covered by the IBS Agreement.~~

4. TERM

~~4.1 The term of service hereunder shall be set forth in the IBS Agreement between Shipper and Transporter, and shall not be less than one Gas Day or the duration of a confirmed Access Request pursuant to Section 6 hereunder. The term of this IBS Agreement will terminate upon the earlier of: (i) termination of the IBS Agreement; (ii) a capacity release under the linked FTS agreement that results in the MDQ available to Shipper being less than the MDQ of the IBS Agreement; or (iii) expiration of the FTS or ITS Agreement to which the IBS Agreement is linked, unless the parties mutually agree to substitute a new linked transportation Agreement.~~

~~4.2 Upon termination or expiration of any IBS Agreement, service by Transporter to Shipper there under shall cease and shall be automatically abandoned.~~

5. RATE

~~5.1 Shipper shall pay Transporter each month for service under this Rate Schedule IBS the sum of the following charges:~~

~~A. A Daily Access Charge on confirmed total volume of daily Access Requests as provided in Section 5.2 below; and~~

~~B. Any other applicable charges and penalties set out in this Rate Schedule IBS or the General Terms and Conditions of this Tariff.~~

- ~~5.2 The Access Charge shall be the product of the then effective applicable Daily Access Rate under the IBS Agreement multiplied by the sum, for each Gas Day of the billing month, of the absolute Dth quantity of Access Requests nominated by Shipper and confirmed by Transporter. Confirmed Access Request quantities for balancing increases from nominations ("swing-up loans") are added to Access Requests for balancing decreases ("swing-down parks") and are not netted in deriving the absolute quantity for purposes of billing of the Access Charge.~~
- ~~5.3 The maximum and minimum rates applicable to this Rate Schedule IBS are set forth in the Currently Effective Rates section of this Tariff. Unless otherwise agreed to in writing or as set forth herein, maximum applicable tariff rates shall apply to confirmed daily Access Request quantities.~~
- ~~5.4 By mutual agreement between Transporter and Shipper or as otherwise set forth herein, discounts or Negotiated Rates may be limited to specific quantities or periods hereunder.~~
- ~~5.5 Transporter may from time-to-time and at any time, upon twenty-four (24) hours' oral or written notice, or by Shipper's election to nominate service consistent with the terms of the applicable service discount rate offers posted by Transporter on its Interactive Website from time-to-time, and subject to any provisions on discounting in the IBS 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 IBS a rate which is lower than the applicable maximum rate set forth in this Tariff; provided, however, that such rate charged may not be less than the applicable minimum rate for service under Rate Schedule IBS set forth in this Tariff as applicable. Transporter will confirm any oral 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 IBS 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 IBS Agreement and/or any discount Agreement) upon twenty-four (24) hours' oral 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.~~
- ~~5.6 Where a Shipper has agreed to pay a Negotiated Rate or a rate under a Negotiated Rate Formula, the rates assessed hereunder shall be governed by Section 33 of the General Terms and Conditions of this Tariff. A request for service at a Negotiated Rate or a rate under a Negotiated Rate Formula shall specify the Negotiated Rate or Negotiated Rate Formula on which the Shipper is willing to agree.~~
- ~~5.7 Notwithstanding the foregoing, the Access Charge for any Gas Day shall be reduced to the extent that Transporter curtails or interrupts service under Rate Schedule IBS that day, with~~

~~the reduction to be calculated by multiplying the applicable Daily Access Rate times that portion of the confirmed Access Request which is adversely affected by the curtailment or interruption.~~

~~5.8 If on any Gas Day the balancing service volumes hereunder exceed: a) Shipper's MDQ; b) Shipper's maximum allowed Cumulative IBS Balance for park or loan under the IBS Agreement; or c) the confirmed daily Access Request quantities determined under Section 6.1 hereof, Shipper shall pay either an authorized overrun rate, or an unauthorized overrun rate consistent with Section 7 of this Rate Schedule.~~

~~5.9 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 (including Transporter overheads) 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 income tax effects thereof, according to the following formula:~~

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

~~5.10 A transportation commodity charge and related Fuel and Lost and Unaccounted-for Gas (FL&U) shall be paid once, but only once, under the linked transportation Agreement associated with any IBS Balance. Shipper shall not pay commodity charges and related FL&U for transportation associated with IBS Payback, except to the extent transportation charges under the linked transportation Agreement are required to satisfy the prior sentence and the conditions set forth in Section 6.3B hereunder. Any ACA, transition cost charges or other generally applicable surcharges shall also be assessed under such linked transportation Agreement and no additional such charges shall be assessed under Rate Schedule IBS.~~

~~5.11 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 IBS, including both the level and design of such rates and charges; and (2) the General Terms and Conditions of this Tariff. Further,~~

~~Shippers may submit comments to the appropriate regulatory authority regarding any such changes that are proposed by Transporter.~~

~~B. If, at any time and from time-to-time, the FERC or any other governmental authority having jurisdiction in the premises allows or permits Transporter to collect, or to negotiate to collect, a higher rate for the service hereunder, the rate shall, subject to any contrary provision of the IBS 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 FERC or any other governmental authority having jurisdiction in the premises requires Transporter to charge a lower rate for transportation service hereunder, the rate shall, subject to any contrary provision of the IBS Agreement or a separate discount Agreement (including a negotiated rate agreement), be decreased to such reduced rate.~~

~~5.12 All revenues collected and volumes retained by Transporter as a result of providing service under this Rate Schedule IBS 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. ACCESS REQUESTS, PAYBACK NOMINATIONS, BALANCING SERVICE CHARGES, OVERRUN CHARGES, AND CASHOUT~~

~~6.1 Subject to the remainder of this Section 6, on any Gas Day and at that time when transportation nominations are due, Shipper may submit an Access Request for balancing service under its IBS Agreement up to its MDQ of park and/or loan.~~

~~A. The Access Request, which shall constitute Shipper's nomination under the IBS Agreement, shall specify for a Gas Day the volume and direction to park or loan as balancing services and must reference the specific end user at a Delivery Point to which the service relates. An Access Charge shall apply on the confirmed total volume Transporter will utilize to meet increases (swing-up) or decreases (swing-down) in actual flows at the Delivery Point from confirmed nominated daily quantities under the linked transportation agreement.~~

~~B. For a Shipper to request service hereunder, that Shipper must have in effect a linked FTS or ITS Agreement consistent with Section 3.2A of this Rate Schedule IBS. The Access Request must reference the linked transportation Agreement.~~

~~C. Intraday Access Requests may be submitted for new or increased balancing services, consistent with the nomination deadlines otherwise applicable under this Tariff. Intraday Access requests may not be submitted which decrease the level of previously confirmed Access Requests for the same gas day. The priority for scheduling and confirming Intraday Access Request increases shall be consistent with the priorities set forth in~~

~~Section 6.2 of this Rate Schedule IBS and Section 7.6 of the General Terms and Conditions of this Tariff.~~

~~6.2 Transporter shall confirm Access Requests made each Gas Day under an IBS Agreement which are consistent with this Rate Schedule IBS and, in Transporter's reasonable judgment, Transporter has the line pack capability to provide such service, Transporter determines that such actions are not detrimental to its ability to satisfy any of its existing obligations with higher priority service or to meet System operational needs. It is understood that Transporter is not providing a supply or storage service under this Rate Schedule IBS.~~

~~A. A confirmed Access Request for a Gas Day shall permit a Shipper to receive balancing service hereunder related to the linked transportation Agreement without further notice. Shipper shall not, however, be obligated to use such balancing volumes, i.e., Access Requests do not establish changes to scheduled transportation nominations and are used to define the level of balancing service available to the Shipper that day to cover IBS Balance volumes allocated under Section 6.2B. Further, this service is subject to the curtailment provisions of the General Terms and Conditions of this Tariff.~~

~~B. Transporter shall account separately for each Gas Day's imbalance services under the IBS Agreement. Differences on any Gas Day between nominations and physical gas flow at the specified Delivery Point and associated with the linked FTS or ITS Agreement shall be allocated to the IBS Agreement up to the confirmed Access Request quantities. The resulting allocated imbalance volume, which may be positive or negative, shall be added to the IBS Agreement Cumulative Balance and the linked FTS or ITS Agreement will not reflect an imbalance at the delivery point for such quantities. Actual volumes allocated to the linked transportation Agreement at the Delivery Point may be pursuant to a predetermined allocation Agreement. Service hereunder allows Shipper to have daily imbalances or variances within the level of the confirmed Access Request. Any volume allocated to Shipper at the Delivery Point on any Gas Day in excess of 1) the confirmed Access Request quantity for park or loan under this Section 6; 2) the MDQ of the IBS contract; and/or 3) the maximum allowable Cumulative Balance shall be subject to additional overrun charges pursuant to Section 7 of this Rate Schedule.~~

~~6.3 Transporter shall provide to Shipper on its Interactive Website the best available information on the IBS Balances under an IBS Agreement by 10:00 a.m. CCT for the next Gas Day. Transporter shall identify both the IBS Balance for the Gas Day ("Daily Balance") and the Cumulative Balance. The Daily Balance parked or loaned shall equal Transporter's allocation under Section 6.2 to balance the linked transportation agreement on that Gas Day. Shipper shall be obligated, based upon Shipper's projected requirements and information provided by Transporter, to nominate in the next Gas Day's timely nomination cycle to payback and bring its Daily Balance and Cumulative Balance to zero ("IBS Payback nomination"). Transporter may adjust the Daily and Cumulative Balance information in future periods, and Shipper's future payback obligations shall be adjusted accordingly, but Shipper should nominate IBS Payback nominations based upon available information provided by Transporter.~~

- ~~A.—The IBS Payback nomination shall be separately identified and may require companion nominations under transportation agreements, as applicable: 1) for IBS Payback of parks to be consumed at the IBS Delivery Point, the Shipper only needs to nominate the quantities of gas under the IBS Agreement and no further transportation nomination or charges apply; 2) for IBS Payback of loans for delivery to other than the IBS Delivery Point, the payback quantities must be nominated under a transportation agreement (but not necessarily the linked Agreement) to which transportation charges from the IBS Delivery point to the nominated delivery point shall apply; and 3) for IBS Payback of loans, the Shipper must acquire and nominate supply from a receipt point on the linked transportation Agreement for delivery to the IBS Delivery Point, to which transportation charges to the IBS Delivery point will apply.~~
- ~~B.—IBS Payback nominations of loan balances and IBS payback of park balances for delivery to other than the IBS Delivery Point shall be evaluated for scheduling and curtailment priority purposes on the same basis as other nominations under the linked transportation Agreement or at the mutually agreed points.—Transportation capacity rights and commodity charges and FL&U, consistent with Section 5.10 of this Rate Schedule IBS, shall apply under the linked transportation Agreement for payback of loan quantities and for park IBS Payback for delivery to other than the IBS Delivery Point.—IBS Payback nominations for park balances to the IBS Delivery Point require no additional transportation and are not assessed transportation commodity charges or FL&U.~~
- ~~C.—In instances where the IBS Payback of a loan balance exceeds the capacity rights under the linked transportation agreement, such volumes shall be deemed transportation overrun and evaluated by Transporter for scheduling purposes on the same basis as other overrun requests. Transporter confirmed quantities for IBS Payback of a parked balance to the IBS Delivery Point will not incur additional commodity or FL&U charges and will not result in incurrence of any overrun charges.—IBS Payback of park balances to other than the IBS Delivery Point requires capacity rights and be subject to the scheduling priority of the selected transportation agreement.~~
- ~~D.—Transporter has the right to delay or limit IBS Payback.—To the extent Transporter does not confirm an IBS Payback nomination, or the nomination is limited by MDQ under the IBS Agreement, Shipper shall be obligated to make a timely IBS Payback nomination in each subsequent daily nomination period until the IBS Balance for that day has been eliminated; provided, however, that if Transporter advises Shipper that no IBS Payback nominations will be accepted until a specified future date or will be limited in a specified way over a defined period for scheduling reasons, no overrun charges under Section 6.5 or Section 7.1(A) shall apply until Transporter has confirmed and permitted Payback volumes.—The IBS Payback period shall be extended by each day the IBS Payback nomination is not confirmed by Transporter.~~

~~6.4 —Each Daily Balance must be zeroed-out through the IBS Payback nomination process in this Section 6 by the end of three (3) Gas Days or such extended period allowed pursuant to Section 6.3D above.—IBS Balances for each Gas Day shall otherwise incur additional charges~~

~~equal to the Park/Loan Daily Balance Rate or the Mandatory Balancing Provisions of this Rate Schedule IBS that shall otherwise apply, unless otherwise agreed to in writing by Transporter.~~

~~6.5 The quantity parked or loaned each Gas Day to effectuate balancing under the linked transportation agreement shall constitute the Daily Balance. Each Daily Balance shall be accounted for separately for purposes of applying Park/Loan Balance Rate charges, without netting of Daily Balances, pursuant to the provisions of this Section 6. If Shipper fails to nominate and deliver IBS Payback quantities to reduce a Daily Balance (positive park or negative loan balance) in the next Gas Day and at a level sufficient to rectify the daily IBS Balance within three (3) Gas Days, then the Park/Loan Balance Rate shall apply, with no tolerance or exemption, beginning on the fourth (4th) Gas Day to the remaining Daily Balance quantity parked or loaned and shall continue to be assessed each Gas Day thereafter and until the Daily Balance for a Gas Day is nominated, confirmed and delivered so as to eliminate the Daily Balance. IBS Payback nominations shall be applied to the oldest Daily Balance ("first in, first out") and IBS Payback quantities may be designated by Shipper as the first gas through the meter for allocation under predetermined allocation agreements at Receipt Points under the linked transportation agreement or the specified Delivery Point under the IBS Agreement. The Park/Loan Balance Rate, including charges associated with potential overrun of the IBS Balance, will be assessed if Payback nominations are not effectuated due to: 1) a lack of gas supply to Payback loan quantities; 2) a failure of a downstream operator to confirm Shipper daily nomination quantities equal to the Payback of park quantities; or 3) insufficient actual flow quantities for the planned Gas Day are allocated to Payback quantities. Upon Transporter's notice, the Mandatory Balancing Provisions of Section 8 hereunder may apply, as applicable, to any Daily Balance not otherwise eliminated.~~

7. OVERRUN SERVICE

~~7.1 Authorized Overrun Service. Upon request of Shipper, Transporter may (but is not obligated to) provide balancing services on a Gas Day in excess of: a) the MDQ; b) the Cumulative Balance; or c) confirmed daily Access Request quantities. Balancing service park or loan quantities in excess of such thresholds shall be offered where, in Transporter's reasonable judgment, the Capacity and operating capability of its System will permit such service 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 and shall be deemed "Authorized Overrun Service Quantities or AOR". Shipper shall pay Transporter the maximum rate for Authorized Overrun Service Quantities, as applicable, and per this Tariff unless otherwise agreed to in writing and set forth below:~~

- ~~A. For those quantities parked or loaned on any Gas Day which exceeds the maximum IBS Agreement Cumulative Balance for parks or loans, respectfully, an Authorized Overrun Park/Loan Balance Rate shall apply to such quantities parked or loaned;~~
- ~~B. For those quantities parked or loaned on any Gas Day which exceeds the confirmed daily Access Request quantities for park or loan, respectfully, but within the defined~~

~~MDQ of park and loan under the IBS Agreement, an Authorized Overrun Daily Access Rate shall apply to such excess quantities parked or loaned; and~~

~~C. For those quantities parked or loaned on any Gas Day which exceeds the MDQ under the IBS Agreement, the Authorized IBS Contract MDQ Overrun Rate shall apply.~~

~~7.2 Unauthorized Overrun Service. During periods for which Transporter has declared a Directional Notice, Critical Time or Unilateral Action phases of Transporter's Operational Control Sequence, as defined in Section 36 of the General Terms and Conditions of this Tariff during which interruptible services, such as IBS are not available, any Overrun Service hereunder shall be "Unauthorized Overrun Service." For Unauthorized Overrun Service Shipper shall pay Transporter an Unauthorized Overrun Service Charge. Such Unauthorized Overrun Service Charge shall equal the amount of Gas in Dth received by Shipper at the Delivery Point designated under an IBS Agreement, which exceeds Shipper's Nomination on any Day under the associated transportation 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 Delivery Point:~~

Pipeline Segment	East of:	West or South of & Including:	Index
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

~~7.3 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. Unauthorized Overrun Service Charges stated above may apply to overrun quantities parked or loaned in violation of the Directional Notice or Critical Time orders.~~

~~7.4 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.~~

~~7.5 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; however, in the event of such waiver the Authorized Overrun Service Charge shall be payable by 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.~~

~~8. MANDATORY BALANCING PROVISIONS~~

~~8.1 Mandatory Balancing shall apply where an IBS balance remains and is not rectified: (a) at the end of the term specified in any applicable IBS Agreement; or (b) where Shipper fails to comply with the Payback provisions of Section 6 hereof to eliminate the IBS balance; and (c) the Shipper fails to eliminate the IBS balance after Transporter's notice is given pursuant to Sections 8.2 or 8.3 hereof.~~

~~8.2 Transporter may require Mandatory Balancing effective the next Day prior to issuing Critical Time Operational Flow Orders pursuant to the notice provisions of Section 36.6 of the General Terms and Conditions of this Tariff, if Transporter reasonably determines that doing so would facilitate System operations and minimize the frequency and severity of Operational Flow Orders in the affected region(s).~~

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

~~8.4 A. In the event that Shipper has an IBS park balance at the termination of the IBS Agreement, the remaining Balance shall be forfeited to Transporter, free and clear of any adverse claims. The realized value, net of applicable costs, of such forfeited Gas is subject to refund in accordance with Section 37 of the General Terms and Conditions of this Tariff. For each Day during the period between the end of the contract term and either the removal by Shipper of the remaining balance or the forfeiture of Gas to Transporter, Shipper shall pay Transporter the Park/Loan Balance Rate charges pursuant to this Rate Schedule IBS, unless such other applicable Park/Loan Balance Rates are agreed to in the IBS Agreement.~~

~~B.—Conversely, if the Shipper has not redelivered an IBS loan balance quantities at the termination date of the IBS Agreement, then Shipper must purchase the unreturned Balance at 150% of the highest daily spot price for the Day as reflected for the indice specified below, as published in Natural Gas Intelligence Group, Natural Gas Week Data Source, Spot Prices from Daily Price Snapshot, under the “Volume-Weighted Price” column, applicable to the period of time and Delivery Point (where and when) the IBS loan was taken.~~

Pipeline Segment	East of:	West or South of & Including:	Index
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

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

~~C.—The tariff provisions of this Section 8.4 will be implemented by Transporter on a non-discriminatory basis. In each instance when an amount is collected pursuant to Section 8.4B due to failure of Shipper to redeliver a loan balance, Transporter shall have the right to review the circumstances surrounding such failure to redeliver and, in its judgment, may waive all or a portion of the amount collected in excess of 100% of the highest daily price. Any such waiver shall be granted on a non-discriminatory basis to all Shippers from whom amounts were collected in that instance.~~

~~9. GENERAL TERMS AND CONDITIONS~~

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

RATE SCHEDULE C-HUB-FS

CHEYENNE HUB FIRM SERVICE

1. AVAILABILITY

This Rate Schedule C-HUB-FS is available to any entity (hereinafter called Shipper) which: (a) submits to Transporter a valid request as defined in Section 3 hereof for Cheyenne Hub Firm Service; and (b) executes a Cheyenne Hub Firm Service Agreement ("C-HUB Firm Service Agreement") with Transporter applicable to service under this Rate Schedule C-HUB-FS. The form of C-HUB Firm Service Agreement is contained in this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule C-HUB-FS shall apply to all service provided on a firm basis which is rendered by Transporter for Shipper pursuant to the executed Agreement under this Rate Schedule and shall consist of the following:

Cheyenne Hub Firm Service. Cheyenne Hub Firm Service is the receipt of Gas by a Shipper, or for a C-HUB-FS Shipper's account, at a point within the Cheyenne Hub Facilities and the redelivery of Gas at a point within the Cheyenne Hub Facilities.

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

2.3 Transporter is not providing hereunder any transportation service between any Receipt Point and Delivery Point not located in the Cheyenne Hub Facilities.

2.4 The service provided under this Rate Schedule C-HUB Firm Service shall be performed in accordance with Part 284 of the Commission's Regulations. Shipper shall only tender Gas for transportation under this Rate Schedule C-HUB Firm Service to the extent such service would qualify under the applicable statutes, regulations, Commission orders and the blanket certificate authorizing service by Transporter under this Rate Schedule. For service under Subpart B of Part 284 of the Commission's Regulations, Shipper shall provide to Transporter appropriate certification, including sufficient information in order for Transporter to verify that the service qualifies under Subpart B of Part 284 of the Regulations. Where required by the Commission's Regulations, Shipper shall (prior to tendering Gas under a C-HUB Firm Service Agreement) cause the intrastate pipeline or

local distribution company on whose behalf the service will be provided to submit the necessary certification.

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

3. VALID REQUESTS

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

Transporter, a request for service shall be invalid if Shipper fails to execute a C-HUB Firm Service Agreement hereunder within ten (10) Days after the C-HUB Firm Service Agreement has been tendered by Transporter for execution.

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

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. SHIPPER CONTACT INFORMATION

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

B. GAS QUANTITIES

The request shall specify in Dth the aggregate MDQ, exclusive of applicable Fuel 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.

C. TERM OF SERVICE

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

D. COMMISSION-REQUIRED FILING INFORMATION

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

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

4. TERM

- 4.1 The term of service hereunder shall be set forth in the C-HUB Firm Service 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 a C-HUB Firm Service Agreement. Upon termination of any C-HUB Firm Service 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 Cheyenne Hub Firm Service are set forth in this Tariff, as revised from time-to-time. Unless otherwise agreed to in writing between Transporter and Shipper, or by Shippers' election to nominate service consistent with the terms of the applicable service discounts rate offers posted by Transporter on its Interactive Website from time-to-time, the applicable rate shall be the maximum rate set forth on the currently effective rate Section of this Tariff. Where a Shipper has agreed to pay a Negotiated Rate, the rates assessed hereunder shall be governed by Section 33 of the General Terms and Conditions of this Tariff. A request for service at a Negotiated Rate shall specify the Negotiated Rate on which the Shipper is willing to agree.

5.1 Cheyenne Hub Firm Service Charges.

- A. Monthly Charge. Each Month, under this Rate Schedule C-HUB-FS, shippers 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 maximum Commodity Rate.
- B. Shippers shall reimburse Transporter for Fuel and Lost and Unaccounted-for Gas in connection with Cheyenne Hub Firm Service at the applicable reimbursement percentage set forth in this Tariff, and as provided by Section 38 of the General Terms and Conditions of this Tariff.
- C. Shippers shall reimburse Transporter for Power Cost Charges in connection with Cheyenne Hub Firm Service at the applicable PCT reimbursement rate set forth in this Tariff, and as provided by Section 40 of the General Terms and Conditions of this Tariff.

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

service for that Shipper hereunder and are not generally applicable fees (such as general rate case filing fees).

- B. Incremental Facility Charge. When the construction of new minor facilities is required in order to provide service to Shipper, Shipper will pay Transporter for such facilities. Shipper may elect to (1) make a one-time 100 percent reimbursement for the cost of facilities or (2) pay the cost of facilities over a period of time agreed to by Shipper and Transporter. The facility charge will include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties, if the Shipper elects to reimburse Transporter for the facilities over a period of time. If a contribution in aid of construction (CIAC) is paid by the Shipper in accordance with the construction of facilities agreement and such transaction is determined to be taxable, it shall be increased by an amount (Tax Reimbursement) to compensate for the corporate income tax effects thereof, according to the following formula:

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

- C. The applicable ACA charge will be assessed on Cheyenne Hub Firm Service provided hereunder, as provided in Section 30 of the General Terms and Conditions of this Tariff.

- 5.3 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 C-HUB-FS, including both the level and design of such rates and charges; and (2) the General Terms and Conditions of this Tariff. Further, Shippers may submit comments to the appropriate regulatory authority regarding any such changes that are proposed by Transporter.
- B. If, at any time and from time-to-time, the FERC or any other governmental authority having jurisdiction in the premises allows or permits Transporter to collect, or to negotiate to collect, a higher rate for the service hereunder, the rate shall, subject to any contrary provision of the C-HUB Firm Service Agreement or a separate rate agreement, be increased to the highest such rate. Should additional documentation be required in order for Transporter to collect such highest rate, Shipper shall execute or provide such documentation within ten (10) Days after a written request by Transporter. If, at any time and from time-to-time, the FERC or any other governmental authority having jurisdiction in the premises requires Transporter to charge a lower rate for transportation service hereunder, the rate shall, subject to any contrary provision of the C-HUB Firm Service Agreement or a separate rate agreement, be decreased to such reduced rate.

- 5.4 Transporter may from time-to-time and at any time, upon written notice, subject to any provisions on discounting in the C-HUB Firm Service Agreement or in a separate rate 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 C-HUB-FS a rate which is lower than the applicable maximum rate set forth in this Tariff; provided, however, that such rate charged may not be less than the applicable minimum rate for service under Rate Schedule C-HUB-FS set forth in this Tariff. Transporter will confirm any verbal notice of the applicable rate in writing. Such notification shall specifically state the effective date of such rate change and the quantity of Gas so affected.
- 5.5 All revenues collected and volumes retained by Transporter as a result of providing service under this Rate Schedule C-HUB-FS shall be retained by Transporter unless Transporter has otherwise specifically agreed or been specifically ordered by FERC to provide for a different disposition of such amounts.

6. NOMINATIONS, SCHEDULING AND IMBALANCES

- 6.1 Shipper shall provide Transporter with daily Nominations of receipts and deliveries by Receipt and Delivery Point in accordance with the General Terms and Conditions of this Tariff. It shall be Shipper's responsibility to cause Gas to be delivered to Transporter at Receipt Point(s), and to cause Gas to be taken from Transporter at Delivery Point(s), in accordance with the information supplied to Transporter.
- 6.2 It shall be Shipper's responsibility to keep receipts and deliveries in Balance. Transporter may reschedule service hereunder to the extent necessary to bring receipts and deliveries into Balance. Any Imbalance between actual receipts and actual deliveries shall be eliminated by cashout or other means on a Monthly basis in accordance with the General Terms and Conditions of this Tariff, unless otherwise agreed to in writing by Transporter. Imbalances at Hub Pooling Points are not allowed.

7. RECEIPT AND DELIVERY POINTS AND UPSTREAM AND DOWNSTREAM ARRANGEMENTS

- 7.1 A C-HUB Firm Service Agreement shall include all available Receipt and Delivery Points within the Cheyenne Hub Facilities, subject to any applicable charges and in accordance with the General Terms and Conditions of this Tariff. Transporter's aggregate maximum obligation to accept and deliver Gas on a firm basis shall be specified in Dth in the C-HUB Firm Service Agreement. The quantities available at each Receipt and Delivery Point within a specified Hub, and the related priorities, shall be governed by the General Terms and Conditions of this Tariff.
- 7.2 Acceptable conditions of operation at Receipt and Delivery Points within a specified Hub are set forth in the General Terms and Conditions of this Tariff.
- 7.3 Shipper shall make all necessary arrangements with other parties: (1) at or upstream of the Receipt Point(s) where Gas is tendered to Transporter hereunder; and (2) at or

downstream of the Delivery Point(s) where Transporter delivers Gas hereunder to or for the account of Shipper. Such arrangements must be consistent with this Rate Schedule C-HUB Firm Service 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 C-HUB Firm Service Agreement when, in Transporter's reasonable judgment, the Capacity and operating capability of its System will permit such receipt, transportation and delivery without impairing the ability of Transporter to meet its other obligations ("Authorized Overrun Service"). Requests for Authorized Overrun Service shall be subject to the Authorized Overrun Service priorities set forth in the General Terms and Conditions of this Tariff. Authorized utilization by Shipper which exceeds its Capacity rights shall constitute Authorized Overrun Service provided by Transporter, and Shipper shall incur Authorized Overrun Service Charges as a result of such use. Shipper shall pay Transporter the maximum rate for Authorized Overrun Service set forth in this Tariff unless otherwise agreed to in writing by Transporter.
- 8.2 For any Overrun Service hereunder which is not Authorized Overrun Service ("Unauthorized Overrun Service"), Shipper shall pay Transporter, in addition to the Authorized Overrun Service Charge, an Unauthorized Overrun Service Charge. Such Unauthorized Overrun Service Charge shall equal the amount of Gas in Dth tendered to Transporter or delivered to Shipper under an C-HUB Firm Service Agreement, which exceeds Shipper's Nomination on any Day under such C-HUB Firm Service Agreement, multiplied by two (2) times the daily index price for the Day on which the Unauthorized Overrun occurred, as published in "Platt's Gas Daily," under the "Midpoint" column, for the Cheyenne Hub.
- 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 an Unauthorized Overrun Service Charge is incurred, Transporter shall have the right to review the circumstances surrounding the Unauthorized Overrun Service Charge incurrence and, in its judgment, may waive all or a portion of the Unauthorized Overrun Service Charges. Any such waiver shall be granted on a non-discriminatory basis to all Shippers that incurred an Unauthorized Overrun Service Charge in that instance. Such waiver, if granted, shall be posted on Transporter's Interactive Website, or as otherwise may be 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.

RATE SCHEDULE C-HUB-IS

CHEYENNE HUB INTERRUPTIBLE SERVICE

1. AVAILABILITY

This Rate Schedule C-HUB-ITS is available to any entity (hereinafter called Shipper) which: (a) submits to Transporter a valid request as defined in Section 3 hereof for Cheyenne Hub Interruptible Service; and (b) executes a Cheyenne Hub Interruptible Service Agreement ("C-HUB Interruptible Service Agreement") with Transporter applicable to service under this Rate Schedule C-HUB-IS. The form of C-HUB Interruptible Service Agreement is contained in this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

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

Cheyenne Hub Interruptible Service. Cheyenne Hub Interruptible Service is the receipt of Gas by a Shipper, or for a C-HUB-IS Shipper's account, at a point within the Cheyenne Hub Facilities and the redelivery of Gas at a point within the Cheyenne Hub Facilities.

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

2.3 Transporter is not providing hereunder any transportation service between any Receipt Point and Delivery Point not located in the Cheyenne Hub Facilities.

2.4 The service provided under this Rate Schedule C-HUB-IS shall be performed in accordance with Part 284 of the Commission's Regulations. Shipper shall only tender Gas for transportation under this Rate Schedule C-HUB-IS to the extent such service would qualify under the applicable statutes, regulations, Commission orders and the blanket certificate authorizing service by Transporter under this Rate Schedule. For service under Subpart B of Part 284 of the Commission's Regulations, Shipper shall provide to Transporter appropriate certification, including sufficient information in order for Transporter to verify that the service qualifies under Subpart B of Part 284 of the Regulations. Where required by the Commission's Regulations, Shipper shall (prior to tendering Gas under a C-HUB Interruptible Service Agreement) cause the intrastate

pipeline or local distribution company on whose behalf the service will be provided to submit the necessary certification.

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

3. VALID REQUESTS

- 3.1 A request for service under this Rate Schedule C-HUB-IS shall be valid as of the date received if it complies with this section and contains adequate information for all of the items specified in Section 3.2, subject to any necessary verification of such information and to the following:

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

Transporter, a request for service shall be invalid if Shipper fails to execute a C-HUB Interruptible Service Agreement hereunder within ten (10) Days after the C-HUB Interruptible Service Agreement has been tendered by Transporter for execution.

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

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. SHIPPER CONTACT INFORMATION

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

B. GAS QUANTITIES

The request shall specify in Dth the aggregate MDQ, exclusive of applicable Fuel 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.

C. TERM OF SERVICE

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

D. COMMISSION-REQUIRED FILING INFORMATION

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

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

4. TERM

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

5. RATE

The applicable rates, including any surcharges, for Cheyenne Hub Interruptible Service are set forth in this Tariff, as revised from time-to-time. Unless otherwise agreed to in writing between Transporter and Shipper, or by Shippers' election to nominate service consistent with the terms of the applicable service discounts rate offers posted by Transporter on its Interactive Website from time-to-time, the applicable rate shall be the maximum rate set forth on the currently effective rate Section of this Tariff. Where a Shipper has agreed to pay a Negotiated Rate, the rates assessed hereunder shall be governed by Section 33 of the General Terms and Conditions of this Tariff. A request for service at a Negotiated Rate shall specify the Negotiated Rate on which the Shipper is willing to agree.

5.1 Cheyenne Hub Interruptible Service Charges.

- A. Shippers shall pay Transporter for each Dth of Gas delivered to Shipper, or for Shipper's account, the applicable maximum Commodity Rate set forth in this Tariff, unless otherwise agreed to in writing between Shipper and Transporter.
- B. Shippers shall reimburse Transporter for Fuel and Lost and Unaccounted-for Gas in connection with Cheyenne Hub Interruptible Transportation Service at the applicable reimbursement percentage set forth in this Tariff, and as provided by Section 38 of the General Terms and Conditions of this Tariff.
- C. Shippers shall reimburse Transporter for Power Cost Charges in connection with Cheyenne Hub Interruptible Transportation Service at the applicable PCT reimbursement rate set forth in this Tariff, and as provided by Section 40 of the General Terms and Conditions of this Tariff.

- 5.2
 - A. Shipper shall reimburse Transporter, within five (5) Days after receiving an invoice from Transporter, for all fees incurred by Transporter which are required by the Commission or any regulatory body including, but not limited to, filing, reporting, and application fees to the extent such fees are specifically related to service for that Shipper hereunder and are not generally applicable fees (such as general rate case filing fees).
 - B. Incremental Facility Charge. When the construction of new minor facilities is required in order to provide service to Shipper, Shipper will pay Transporter for

such facilities. Shipper may elect to (1) make a one-time 100 percent reimbursement for the cost of facilities or (2) pay the cost of facilities over a period of time agreed to by Shipper and Transporter. The facility charge will include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties, if the Shipper elects to reimburse Transporter for the facilities over a period of time. If a contribution in aid of construction (CIAC) is paid by the Shipper in accordance with the construction of facilities agreement and such transaction is determined to be taxable, it shall be increased by an amount (Tax Reimbursement) to compensate for the corporate income tax effects thereof, according to the following formula:

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

- C. The applicable ACA charge will be assessed on Cheyenne Hub Service provided hereunder, as provided in Section 30 of the General Terms and Conditions of this Tariff.
- 5.3
- 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 C-HUB-IS, including both the level and design of such rates and charges; and (2) the General Terms and Conditions of this Tariff. Further, Shippers may submit comments to the appropriate regulatory authority regarding any such changes that are proposed by Transporter.
 - B. If, at any time and from time-to-time, the FERC or any other governmental authority having jurisdiction in the premises allows or permits Transporter to collect, or to negotiate to collect, a higher rate for the service hereunder, the rate shall, subject to any contrary provision of the C-HUB Interruptible Service Agreement or a separate rate agreement, be increased to the highest such rate. Should additional documentation be required in order for Transporter to collect such highest rate, Shipper shall execute or provide such documentation within ten (10) Days after a written request by Transporter. If, at any time and from time-to-time, the FERC or any other governmental authority having jurisdiction in the premises requires Transporter to charge a lower rate for transportation service hereunder, the rate shall, subject to any contrary provision of the C-HUB Interruptible Service Agreement or a separate rate agreement, be decreased to such reduced rate.
- 5.4
- Transporter may from time-to-time and at any time, upon written notice, subject to any provisions on discounting in the C-HUB Interruptible Service Agreement or in a separate rate 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 C-HUB Interruptible Service a rate which is lower than the applicable maximum rate set forth in

this Tariff; provided, however, that such rate charged may not be less than the applicable minimum rate for service under Rate Schedule C-HUB Interruptible Service set forth in this Tariff. Transporter will confirm any verbal notice of the applicable rate in writing. Such notification shall specifically state the effective date of such rate change and the quantity of Gas so affected.

- 5.5 All revenues collected and volumes retained by Transporter as a result of providing service under this Rate Schedule C-HUB-IS shall be retained by Transporter unless Transporter has otherwise specifically agreed or been specifically ordered by FERC to provide for a different disposition of such amounts.

6. NOMINATIONS, SCHEDULING AND IMBALANCES

- 6.1 Shipper shall provide Transporter with daily Nominations of receipts and deliveries by Receipt and Delivery Point in accordance with the General Terms and Conditions of this Tariff. It shall be Shipper's responsibility to cause Gas to be delivered to Transporter at Receipt Point(s), and to cause Gas to be taken from Transporter at Delivery Point(s), in accordance with the information supplied to Transporter.
- 6.2 It shall be Shipper's responsibility to keep receipts and deliveries in Balance. Transporter may reschedule service hereunder to the extent necessary to bring receipts and deliveries into Balance. Any Imbalance between actual receipts and actual deliveries shall be eliminated by cashout or other means on a Monthly basis in accordance with the General Terms and Conditions of this Tariff, unless otherwise agreed to in writing by Transporter. Imbalances at Hub Pooling Points are not allowed.

7. RECEIPT AND DELIVERY POINTS AND UPSTREAM AND DOWNSTREAM ARRANGEMENTS

- 7.1 A C-HUB Interruptible Service Agreement shall include all available Receipt and Delivery Points within the Cheyenne Hub Facilities, subject to any applicable charges and in accordance with the General Terms and Conditions of this Tariff. Transporter's aggregate maximum obligation to accept and deliver Gas on an interruptible basis shall be specified in Dth in the C-HUB Interruptible Service Agreement. The quantities available at each Receipt and Delivery Point within a specified Hub, and the related priorities, shall be governed by the General Terms and Conditions of this Tariff.
- 7.2 Acceptable conditions of operation at Receipt and Delivery Points within a specified Hub are set forth in the General Terms and Conditions of this Tariff.
- 7.3 Shipper shall make all necessary arrangements with other parties: (1) at or upstream of the Receipt Point(s) where Gas is tendered to Transporter hereunder; and (2) at or downstream of the Delivery Point(s) where Transporter delivers Gas hereunder to or for the account of Shipper. Such arrangements must be consistent with this Rate Schedule C-HUB Interruptible Service 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 C-HUB Interruptible Service Agreement when, in Transporter's reasonable judgment, the Capacity and operating capability of its System will permit such receipt, transportation and delivery without impairing the ability of Transporter to meet its other obligations ("Authorized Overrun Service"). Requests for Authorized Overrun Service shall be subject to the Authorized Overrun Service priorities set forth in the General Terms and Conditions of this Tariff. Authorized utilization by Shipper which exceeds its Capacity rights shall constitute Authorized Overrun Service provided by Transporter, and Shipper shall incur Authorized Overrun Service Charges as a result of such use. Shipper shall pay Transporter the maximum rate for Authorized Overrun Service set forth in this Tariff unless otherwise agreed to in writing by Transporter.
- 8.2 For any Overrun Service hereunder which is not Authorized Overrun Service ("Unauthorized Overrun Service"), Shipper shall pay Transporter, in addition to the Authorized Overrun Service Charge, an Unauthorized Overrun Service Charge. Such Unauthorized Overrun Service Charge shall equal the amount of Gas in Dth tendered to Transporter or delivered to Shipper under an C-HUB Interruptible Service Agreement, which exceeds Shipper's Nomination on any Day under such C-HUB Interruptible Service Agreement, multiplied by two (2) times the daily index price for the Day on which the Unauthorized Overrun occurred, as published in "Platt's Gas Daily," under the "Midpoint" column, for the Cheyenne Hub.
- 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 an Unauthorized Overrun Service Charge is incurred, Transporter shall have the right to review the circumstances surrounding the Unauthorized Overrun Service Charge incurrence and, in its judgment, may waive all or a portion of the Unauthorized Overrun Service Charges. Any such waiver shall be granted on a non-discriminatory basis to all Shippers that incurred an Unauthorized Overrun Service Charge in that instance. Such waiver, if granted, shall be posted on Transporter's Interactive Website, or as otherwise may be 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.

10. ITS REVENUE CREDITING FOR SHIPPERS

Revenues collected by Transporter for Zone 1 under Rate Schedule ITS during any calendar year shall be subject to the following crediting requirements.

- 10.1 Transporter shall retain all Rate Schedule ITS revenues collected for Zone 1 attributable to:
- (a) that portion of the applicable Zone 1 Rate Schedule ITS rates representing variable costs, including Transporter's administrative costs of providing service in Zone 1; and
 - (b) any applicable surcharges.
- 10.2 In the event Transporter receives revenues from ITS Zone 1 in excess of the cost allocation described in Section [10.120.4\(a\)](#) above, Transporter shall credit such excess revenues pro rata to Zone 1 Firm and Interruptible Transportation Shippers. Zone 1 Firm and Interruptible Transportation Shippers shall be credited 100% of their pro rata share of such excess Zone 1 ITS revenues. For purposes of this Section, a Shipper's share of the revenues credited shall be determined in accordance with the quantities transported for that Shipper. Specifically, a firm Shipper's share of revenues shall be determined by multiplying the greater of Shipper's CD or actual quantities transported by the relevant time period.
- 10.3 The revenues to be credited, if any, shall be credited to those qualifying Shippers not later than April 1 of each year, or if a credit cannot be applied, a cash refund shall be distributed.

14. INTERACTIVE WEBSITE

14.1 WEBSITE DESCRIPTION

- A. Transporter maintains a Commission compliant Interactive Website that is available for use by all Shippers and other interested parties. The Interactive Website has both secure and non-secure regions. Information of a general nature is included in the non-secure region while confidential, Shipper specific data is accessible only through the secure region, which requires a logon and password. Daily back-up records of the information displayed or entered through the Interactive Website is archived, and non-secure information is accessible to customers on a non-discriminatory basis. The data will be kept for a rolling three (3) Year period, inclusive of both current and archived data.
- B. The non-secure information is primarily comprised of Commission mandated informational postings. Transporter, in its sole discretion, may add informational sections to the Interactive Website in order to facilitate timely and complete communications with customers. The secure region provides access to Nominations, Flowing Gas/Volume Inquiry data, Invoicing, Contracting and Capacity Release Processing. Logon and password information required to enter the secure region of the Interactive Website may be obtained per the procedures outlined in Section 14.2 of the General Terms and Conditions, below.

1. INFORMATIONAL POSTINGS

The types of information available through the Informational Postings portion of the Interactive Website include: (i) all affiliated marketer information including names and addresses for affiliated marketing companies; (ii) reports on operationally available Capacity, design Capacity, unsubscribed Capacity and released Capacity at Receipt/Delivery Points and on the mainline; (iii) notices concerning critical Capacity related issues and non-critical Capacity issues providing relevant contract and customer information; (iv) the FERC Index of Customers and the FERC Contract transactional postings; (v) the Tariff with search, download and print capabilities; (vi) Imbalance volumes available for trading among Shippers prior to cashout, as provided in Section 11.3 of these General Terms and Conditions; and (vii) a Point catalogue and Transporter's customer contracts listing.

2. NOMINATIONS

This feature allows for submittal of all transportation Nominations, transfer Nominations, predetermined allocations and Nomination priorities as required in Section 7. Operators can confirm volumes online. Shippers and Point Operator(s) can review, print or download scheduled quantity reports.

3. FLOWING GAS/VOLUME INQUIRY

This feature provides volumetric information on total Gas flows and allocated flows, at a Point and contract level. The timing for reporting daily operational allocations after the Gas has flowed is within one (1) Business Day after the end of the Gas Day. If the best available data for reporting daily operational allocations is the scheduled quantity, that quantity should be used for the daily operational allocation. Each Shipper and each other entity involved in a transaction at a Point will be able to see the total flows at the Point and the volumes allocated to or by such Shipper or other entity.

4. INVOICING

This system component allows Shippers to view and download invoices and a statement of account. Additionally, using this component, Shippers can create and submit a Payment Remittance.

5. CONTRACT REQUEST PROCESSING

Using this feature, Shippers can review their existing Agreement information, submit new requests for Agreements and submit requests to amend Agreements and execute Service Agreements online.

6. CAPACITY RELEASE REQUEST AND BID PROCESSING

This interactive feature allows Shippers to submit Capacity Release Requests and Bids, which, in turn, are automatically posted to this Interactive Website as provided in Section 15. Additionally, Shipper with recall provisions in a release of Capacity can initiate the recall process using this feature.

- C. Unless specifically stated otherwise, all communications with the Transportation Service Provider should be made via the electronic method(s) (Interactive Website, EDI, email) specified in NAESB standards for a particular NAESB document/process or via some other mutually agreeable means.

14.2 ACCESS TO WEBSITE

Shippers and other interested parties ("Subscriber(s)") may obtain access to the interactive transactional web pages by contacting a representative of Transporter's Customer Services Department of which the contact information is available on the website. Logons, passwords and access instructions will be supplied upon request under the terms and conditions set forth in this section. The Internet address for this Interactive Website is <https://pipeline.tallgrassenergyllp.com>. The term "Subscribers" used in Section 14 of these General Terms and Conditions shall mean those Shippers or other interested parties that do obtain access to the interactive transactional web pages according to this Section 14.

14.3 AUTHORITY

Users of the Interactive Website shall be deemed to have agreed and admitted that any employee permitted access by Subscriber shall have the legal authority to act on behalf of Subscriber in performing any functions, including those functions that are available presently and those functions that will or may become available at a later date.

14.4 INSTALLATION

Each Subscriber shall purchase and ensure that lawful installation of Internet browser software occurs for each personal computer (PC) from where the Interactive Website is accessed.

14.5 CONFIDENTIALITY

Certain information contained on the Interactive Website is confidential. A Subscriber shall not reproduce, disclose or otherwise make available confidential information contained therein to any other company, corporation, individual, or partnership.

14.6 RELIANCE BY TRANSPORTER

Transporter may act, and shall be fully protected by a Subscriber in acting, in reliance upon any acts or things done or performed by Subscriber's employees or designated Agents on behalf of Subscriber and in respect to all matters conducted through the Interactive Website. Transporter may correct errors in information entered into the Interactive Website by a Subscriber promptly after receiving notice of the corrections or may require Subscribers to enter the corrections directly into the Interactive Website.

14.7 ACCESS TO CONFIDENTIAL INFORMATION

Should a Subscriber require access to confidential information (such as Agreement, Points, Nomination, volume, or other customer-specific information deemed to be of a confidential nature requiring controlled access), Transporter will require the Subscriber to provide a written request and officer level approval for issuance of a company-level computer access (logon) identification code and password. Upon receipt of such request,

Transporter will ensure return of a confidential logon code and password within one (1) Business Day.

14.8 LOGON

A Subscriber's logon and password are confidential and are used to identify that Subscriber. A Subscriber shall keep its Interactive Website logon and password confidential. A Subscriber will ensure that only authorized employees and Agents of Subscriber will be given Subscriber's logon and password and only these authorized persons will be permitted to access the Interactive Website on Subscriber's behalf. A Subscriber and its employees and Agents will not disclose the Subscriber's logon and password to anyone without authority to access the Interactive Website on behalf of the Subscriber. To ensure such confidentiality is not breached, requests from Subscriber employees or Agents for information regarding Subscriber logon and password made subsequent to issuance of the original logon and password may not be honored without receipt by Transporter of additional authorization from Subscriber. Subscriber shall be responsible for and accepts liability for any security breach that is traced to Subscriber's logon and password.

14.9 BREACH OF SECURITY

A Subscriber shall promptly notify Transporter if there is any indication that a security breach has occurred with regard to Subscriber's logon and password. This includes, but is not limited to: (a) loss of confidentiality of logon and password; (b) termination of employment of any authorized employee; or (c) loss of authority to access the Interactive Website by any authorized employee. Such notification shall be made to Transporter's Gas Transportation Services Department.

14.10 LIMITATION TO ACCESS

A Subscriber may attempt to access only that data for which Subscriber has authorization. A Subscriber shall provide supporting legal documentation prior to being given access to data of other subsidiaries, affiliates, or companies for whom it has an agency relationship. See these General Terms and Conditions for information on delegation.

14.11 INDEMNITY AND LIMITS OF RESPONSIBILITY

Each subscriber shall indemnify Transporter and hold Transporter harmless for all damages, losses and liabilities arising out of:

- A. Subscriber's or its employees' or Agents' breach of any of Subscriber's obligations under this Section 14, including any breach of confidentiality with respect to the assignment of logon(s) and/or password(s) to Subscriber's authorized employees and Agents and any unauthorized use by a formerly authorized person or by any

unauthorized person who gained knowledge of Subscriber's logon(s) and/or password(s) through no fault of Transporter;

- B. Any omission or failure by Subscriber's employees or Agents to act or perform any duty required by an Interactive Website function; and
- C. Any action taken by Subscriber, its employees or Agents, its former authorized employees and Agents or unauthorized persons who gained knowledge of Subscriber's logon(s) and/or password(s) through no fault of Transporter, which interferes with the proper operation of the Interactive Website.

Transporter shall not be responsible for an omission or failure by Transporter to act or perform any duty requested by a function accessed via the Interactive Website if such omission or failure to act is caused by or related to data lost in the transmission of such data from Subscriber's to Transporter's computer system, power failures, failure of appropriate backup systems, or any other event beyond the reasonable control of Transporter.

14.12 RESERVATION

Transporter reserves the right to add, modify or terminate the Interactive Website functions at any time subject to compliance with Commission Regulations.

14.13 AGREEMENT

Any Subscriber who is not a Shipper under one of the Rate Schedules contained in this FERC Gas Tariff will be required, as a precondition of access to the Interactive Website, to sign an Agreement with Transporter pursuant to which the Subscriber agrees to be bound by the provisions of this section.

17.2 ROLLOVERS

A Shipper under any Firm Transportation Service which has entered into an Agreement thereunder with a term of three (3) Years or longer shall have a right to continue receiving service on a firm basis beyond the term of the existing Agreement and to rollover such Agreement for a three-Year or greater term, subject to the following conditions:

- A. Shipper must give Transporter written notice that it will utilize the rollover procedure the earlier of (a) the date of the notice period provided for in Shipper's contract; or (b) three-hundred sixty five (365) Days prior to the expiration of the term of the contract. Such notice shall be binding on the Shipper. Any request for an increase in MDQ in total or at any Primary Point shall be treated as a request for new service, but only to the extent of the increase. Any notice hereunder specifying a decrease in MDQ in total or at any Primary Point shall not affect the existing Agreement during the remainder of its term.
- B. Within thirty (30) Days after receipt of the notice described in 17.2A, above, Transporter will evaluate the creditworthiness of Shipper. If Shipper meets the requirements of Transporter's credit appraisal procedures, Transporter shall tender to Shipper an amended Service Agreement consistent with the requirements of this Tariff. Any Agreement amended pursuant to this Section 17.2 is expressly subject to agreement between Transporter and Shipper as to the applicable rate(s) during the extended term under the rollover. No discount or Negotiated Rates applicable to the existing Service Agreement shall apply during the rollover term of a Service Agreement pursuant to this rollover provision, unless agreed to by Transporter. Shipper and Transporter shall execute such Service Agreement within ten (10) Days after Transporter tenders such amended Service Agreement to Shipper.
- C. If Shipper and Transporter agree to rollover a Service Agreement pursuant to this Section 17.2, the Right of First Refusal procedure under Section 17.3 shall not be necessary. Should Shipper secure a Right of First Refusal in an amended Service Agreement that resulted from a rollover, Shipper shall retain full rights to utilize such Right of First Refusal as it may apply during the term of the amended Service Agreement.
- ~~D. Foundation Shippers (defined as those Shippers which were awarded Capacity of 500,000 Dth/Day or greater of MDQ, or identified as such in the Rockies Express 2006 certificate application) and Anchor Shippers (defined as those Shippers which were awarded Capacity of at least 200,000 Dth/Day of MDQ and up to 499,999 Dth/Day of MDQ, or identified as such in the Rockies Express 2006 certificate application) shall hold annual rollover rights, renewable for a one Year term, to be effective after expiration of the initial term and each subsequent~~

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~~term of the Foundation Shipper's or Anchor Shipper's Service Agreement, which shall be applicable at the same rate and quantity (or any portion of the quantity) as set forth in the then-effective Service Agreement. A Foundation Shipper or Anchor Shipper shall provide notice to Transporter of its intent to extend the term of its Service Agreement no later than six (6) Months prior to expiration of the initial term and each subsequent term of its Service Agreement.~~

17.3 RIGHT OF FIRST REFUSAL

- A. Upon expiration or notice of termination from Transporter of a firm Service Agreement with a term of twelve (12) consecutive Months or greater at the maximum tariff rate, or multi-Year seasonal maximum rate contracts for services not offered for a full twelve (12) Months, Shipper shall have a Right Of First Refusal (ROFR) to extend service under a new Service Agreement, provided Shipper satisfies the credit requirements under Section 13 of these General Terms and Conditions. A Shipper paying a Discounted Rate or a Negotiated Rate will not have the Right of First Refusal, unless otherwise expressly agreed to in writing by Transporter. The ROFR will not be applicable to interim Service Agreements for entitlement association with:
1. Expansion projects as set forth in Section 2 of these General Terms and Conditions; and
 2. Capacity that is already under contract for a future period subject to the following conditions:
 - a. the future Capacity must have been sold through an open season bidding process permitting bids for Capacity for service to start immediately or anytime in the future; and
 - b. the bids must have been evaluated and awarded on a Net Present Value basis.
- B. To exercise the Right of First Refusal, Shipper must provide Transporter with notice via the Interactive Website of its intent to do so in a form specified by Transporter and must submit such notice at least one (1) year prior to the expiration of the existing Service Agreement, unless a Service Agreement is only one (1) year in length, in which case the notice period shall be not less than six (6) months. Transporter and Shipper may mutually agree to a notice period greater than that specified in the preceding sentence.. Shipper's notice of intent to proceed under the Right of First Refusal must specify a desired term of service and the desired MDQ in total and the desired MDRQ or MDDQ, as applicable, at each Receipt and Delivery Point. If the requested MDQ is greater than the existing MDQ in total or above the existing MDRQ or MDDQ at each Receipt and Delivery Point, any such increase shall be treated as a request for new service under the applicable Rate Schedule and only the original MDQ, MDRQ and MDDQ shall be subject to the Right of First Refusal under this section. The Right of First Refusal may apply to a portion of the original Shipper's then effective service. Any notice specifying a decrease in MDQ in total or at any Point shall not affect the existing Agreement during its remaining term.

- C. Within fifteen (15) Business Days after receipt of a notice from Shipper under Section 17.3B, Transporter shall post via the Interactive Website a Capacity Announcement containing information consistent with Section 17.1G of these General Terms and Conditions. Such Capacity Announcement shall be maintained, and bids accepted via the Interactive Website, for a period of at least three (3) Business Days, but no more than one (1) Month from the initial posting.
- D. Capacity will be made available on a nondiscriminatory basis and will be assigned on the basis of a Bid Period determined pursuant to the open season or Capacity Announcement provisions provided for in Section 17.1 of these General Terms and Conditions.
 - 1. A Shipper desiring to acquire the available Capacity shall place a bid with Transporter by facsimile or other electronic means, during the bidding period. The bid shall be binding once received by Transporter and may not be withdrawn by the bidding Shipper.
 - 2. The bidding Shipper's bid must include all information required by Section 13 of these General Terms and Conditions.
- E. Transporter shall determine the value of bids pursuant to the NPV method set forth in Section 17.1.H of these General Terms and Conditions. Transporter shall not be obligated to accept any bid for the Capacity at less than the maximum applicable tariff rate or for a term greater than twenty (20) Years. Upon acceptance of a bid, Transporter shall inform the Existing Shipper of the terms of the bid to permit the Existing Shipper to exercise its Right of First Refusal.
- F. The Existing Shipper shall have the option to execute a Service Agreement which matches the bid constituting the highest economic unit value to Transporter, as determined pursuant to Section 17.1.H of these General Terms and Conditions. Transporter will notify the Existing Shipper within five (5) business Days of the best offer it must match by tendering to such Shipper a Service Agreement. The Service Agreement must be executed by the Existing Shipper within fifteen (15) Days of Transporter's tender thereof. Transporter is not required to accept an offer at less than the maximum rate.
- G. Where there are no bids or no acceptable bids for the Capacity and the Existing Shipper agrees to pay the maximum rate, service may be contracted for any term the Existing Shipper chooses. Transporter shall notify the Existing Shipper within five (5) Business Days that no bids or no acceptable bids were received. Upon such notice, the Existing Shipper shall have fifteen (15) Days (or such extended period as may be mutually agreed between Transporter and Shipper) to notify Transporter in writing that it intends to exercise its option to continue receiving service at the maximum rate. Such notice shall be binding and shall

include the extended term chosen by the Existing Shipper for which it is willing to pay the maximum rate. If the Existing Shipper fails to so notify Transporter within the above-prescribed timeframe, the Right of First Refusal shall expire. If the capacity is not renewed at maximum rate, for a thirty-Day period after the expiration of the Existing Shipper's ROFR right, Transporter may only renew the Existing Shipper's Agreement at a value that exceeds the Best Bid rejected by Transporter during the ROFR process. Transporter is not required to accept an offer at less than the maximum rate.

- H. Any Shipper that acquires available Capacity according to the Rollover or ROFR processes of this Section 17 will not be required to repeat the bidding procedures outlined in Section 17.1 of these General Terms and Conditions.
- I. Any Agreement entered into pursuant to this Section 17 shall be evaluated on a stand-alone basis hereunder for purposes of determining whether it, in turn, is eligible for the Right of First Refusal under this Section 17.
- J. ~~Each Foundation Shipper and each Anchor Shipper shall be afforded a one-time ROFR to be effective after expiration of the initial term of its Service Agreement(s), which shall be applicable to any portion of the quantity (but not at the same rate) set forth in the initial Service Agreement. A Foundation Shipper or Anchor Shipper shall provide notice to Transporter prior to the end of the initial term of the applicable Service Agreement of its intent to exercise this one-time ROFR, consistent with the notice provisions set forth herein. Nothing in this Section 17.3J, shall be construed to limit the rollover rights of any Foundation Shipper or Anchor Shipper, as set forth under Section 17.2D, of these General Terms and Conditions.~~

Reserved for future use.

**~~17.4 RIGHTS OF FOUNDATION SHIPPERS
AND ANCHOR SHIPPERS ON ASSIGNMENT
OR CAPACITY RELEASE~~**

- A. ~~———— A Foundation Shipper or Anchor Shipper shall retain its status as a Foundation Shipper or Anchor Shipper, and its attendant rights to the Foundation Shipper or Anchor Shipper rate, the rollover rights in Section 17.2D and the one-time ROFR in Section 17.3J, even if its Capacity drops below the 500,000 Dth/Day or 200,000 Dth/Day thresholds, respectively, pursuant to an assignment of a Firm Transportation Service Agreement, permitted by this Tariff or pursuant to a permanent Capacity Release governed by this Tariff.~~
- B. ~~———— A Foundation Shipper or Anchor Shipper may transfer its Foundation Shipper or Anchor Shipper status only in the limited circumstance where all of its Firm Transportation Service Agreements are permanently assigned or released, as applicable, pursuant to the provisions of this Tariff, at the same time to a single successor Shipper. With respect to rate, this means that Transporter shall deem the Foundation Shipper or Anchor Shipper Negotiated reservation rate acceptable for purposes of the Foundation Shipper or Anchor Shipper's assignment or permanent Capacity Release, subject to any bidding requirements that apply under Section 15 of these General Terms and Conditions. No such limitations apply to the transfer of the Foundation Shipper or Anchor Shipper Negotiated reservation rate in temporary Capacity Release.~~

Reserved for future use.

~~17.5 FAVORED NATIONS RIGHTS OF FOUNDATION SHIPPERS AND ANCHOR SHIPPERS~~

- ~~A. An Anchor Shipper's Negotiated reservation rate applicable to the Capacity awarded prior to the Rockies Express 2006 expansion certificate application shall be no higher than the lowest Negotiated reservation rate applicable to any other Shipper under a Firm Transportation Service Agreement covering the same rate zones and/or facilities, excluding Negotiated reservation rates applicable to Foundation Shippers and rates applicable to short-term transactions (i.e., twelve or fewer consecutive Months) or seasonal transactions.~~
- ~~B. A Foundation Shipper's Negotiated reservation rate applicable to the Capacity awarded prior to the Rockies Express 2006 expansion certificate application shall be the lowest Negotiated reservation rate contained in any Firm Transportation Service Agreement applicable to the same rate zones and/or facilities, excluding rates applicable to short-term transactions (i.e., twelve or fewer consecutive Months) or seasonal transactions.~~
- ~~C. Foundation Shippers and Anchor Shippers shall pay any applicable Commodity or Surcharge rates, and such rates shall be equal to or lower than those afforded any other Shipper.~~

32. COMPLIANCE WITH 18 C.F.R., SECTION 284.12

32.1 Transporter has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 4.0, and the standard revised by Minor Correction MC24002 marked with an asterisk [*], which are required by the Commission in 18 CFR Section 284.12(a), as indicated below. Standards without accompanying identifications or notations are incorporated by reference. Standards that are not incorporated by reference are identified along with the tariff record in which they are located. Standards for which waivers or extensions of time have been granted are also identified.

32.2 Standards not Incorporated by Reference and their Location in Tariff:

<u>NAESB Standard</u>	<u>Tariff record</u>
1.3.1	Section 1 – Definitions (see Section 1)
1.3.2 (i-vi)	Section 7 – Nominations, Confirmations (see Section 7.2)
1.3.3	Section 7 – Nominations, Confirmations (see Section 7.2A)
1.3.4	Section 7 – Nominations, Confirmations (see Section 7.1)
1.3.5	Section 7 – Nominations, Confirmations (see Section 7.1A)
1.3.6	Section 7 – Nominations, Confirmations (see Section 7.3B)
1.3.7	Section 7 – Nominations, Confirmations (see Section 7.1A)
1.3.8	Section 7 – Nominations, Confirmations (see Section 7.1C)
1.3.9	Section 7 – Nominations, Confirmations (see Section 7.1B)
1.3.11	Section 7 – Nominations, Confirmations (see Section 7.6H)
1.3.13	Section 7 – Nominations, Confirmations (see Section 7.1B)
1.3.19	Section 7 – Nominations, Confirmations (see Section 7.8)
1.3.22	Section 7 – Nominations, Confirmations (see Section 7.5C)
1.3.23	Section 7 – Nominations, Confirmations (see Section 7.11)
1.3.32	Section 7 – Nominations, Confirmations (see Section 7.6D)
2.3.14	Section 18 – Measurement (see Section 18.11)
2.3.16	Section 8 – Determination of Receipts (see Section 8.2)
3.2.1	Section 1 – Definitions (see Section 1)
5.3.2	Section 15 – Capacity Release (see Section 15.1)
5.3.3	Section 15 – Capacity Release (see Section 15.5A)
5.3.4	Section 15 – Capacity Release (see Section 15.10C)
5.3.5	Section 15 – Capacity Release (see Section 15.13)
5.3.8	Section 15 – Capacity Release (see Section 15.3C)

5.3.11	Section 15 – Capacity Release (see Section 15.11)
5.3.14	Section 15 – Capacity Release (see Section 15.5F)
5.3.15	Section 15 – Capacity Release (see Section 15.8F)
5.3.16	Section 15 – Capacity Release (see Section 15.5F1)
5.3.22	Section 15 – Capacity Release (see Section 15.18)
5.3.24	Section 15 – Capacity Release (see Section 15.7)
5.3.25	Section 15 – Capacity Release (see Section 15.7C)
5.3.26	Section 15 – Capacity Release (see Section 15.3J)
5.3.44	Section 15 – Capacity Release (see Section 15.14B)
5.3.45	Section 15 – Capacity Release (see Section 15.14B)
5.3.46	Section 15 – Capacity Release (see Section 15.14C1)
5.3.47	Section 15 – Capacity Release (see Section 15.14C)
5.3.48	Section 15 – Capacity Release (see Section 15.14B6)
5.3.49	Section 15 – Capacity Release (see Section 15.14C3)
5.3.50, 5.3.51	Section 15 – Capacity Release (see Section 15.14A)
5.3.52	Section 15 – Capacity Release (see Section 15.14C)
5.3.53	Section 15 – Capacity Release (see Section 15.14E)
5.3.55 to 5.3.58	Section 15 – Capacity Release (see Section 15.14D)
5.3.59	Section 15 – Capacity Release (see Section 15.15A)
5.3.73	Section 41 – Advertisements (see Section 41.1)

32.3 Standards Incorporated by Reference:

A. Additional Standards

General	Definitions:	0.2.5
	Standards:	0.3.1, 0.3.2, 0.3.16, 0.3.17
Creditworthiness	Standards:	0.3.3 to 0.3.10
Gas/Electric Operational Communications	Definitions:	0.2.1 to 0.2.4
Operating Capacity and Unsubscribed	Standards:	0.3.18, 0.3.20 to 0.3.22
	Data Sets:	0.4.2, 0.4.3
Gas/Electric Operational Communications	Standards:	0.3.11 to 0.3.15
Location Data Download	Standards:	0.3.23 to 0.3.29
	Data Sets:	0.4.4

Storage Information Data Sets: 0.4.1

B. Nominations Related Standards

Definitions: 1.2.1 to 1.2.3, 1.2.4 to 1.2.6, 1.2.8 to 1.2.12, 1.2.13 to 1.2.19

Standards: 1.3.14 to 1.3.18, 1.3.20, 1.3.21, 1.3.24 to 1.3.31, 1.3.33 to 1.3.62, 1.3.64 to 1.3.77, 1.3.79 to 1.3.82

Data Sets: 1.4.1 to 1.4.7

C. Flowing Gas Related Standards

Definitions: 2.2.1 to 2.2.5

Standards: 2.3.1 to 2.3.13, 2.3.15, 2.3.17 to 2.3.23, 2.3.25 to 2.3.32, and 2.3.40 to 2.3.66

Data Sets: 2.4.1 to 2.4.11, 2.4.17, 2.4.18

D. Invoicing Related Standards

Definitions: 3.2.1

Standards: 3.3.3 to 3.3.27

Data Sets: 3.4.1* to 3.4.4

E. Quadrant Electronic Delivery Mechanisms Related Standards

Definitions: 4.2.1 to 4.2.18

Standards: 4.3.1 to 4.3.3, 4.3.16 to 4.3.18, 4.3.20, 4.3.22 to 4.3.28, 4.3.30 to 4.3.36, 4.3.38, 4.3.40 to 4.3.48, 4.3.49, 4.3.50, 4.3.52 to 4.3.55, 4.3.57, 4.3.58, 4.3.66 to 4.3.69, 4.3.72, 4.3.75, 4.3.76, 4.3.78 to 4.3.82, 4.3.85 to 4.3.87, 4.3.89 to 4.3.102, 4.3.104 to 4.3.108, and 4.3.110

F. Capacity Release Related Standards

Definitions: 5.2.1 to 5.2.5

Standards: 5.3.1, 5.3.7, 5.3.9, 5.3.10, 5.3.12, 5.3.13, 5.3.18 to 5.3.21, 5.3.23, 5.3.28, 5.3.29, 5.3.31 to 5.3.42, 5.3.54, 5.3.60, 5.3.62 to 5.3.72

Data Sets: 5.4.14 to 5.4.17, 5.4.20 to 5.4.27

G. **Cybersecurity** Related Standards

Definitions: 12.2.1 to 12.2.41

Standards: 12.3.1 to 12.3.31

32.4 Standards for which Waiver or Extension of Time to Comply have been granted or requested:

Additional Standards

N/A

Nominations Related Standards

N/A

Flowing Gas Related Standards

N/A

Invoicing Related Standards

N/A

Quadrant Electronic Delivery Mechanisms Related Standards

N/A

Capacity Release Related Standards

N/A

32.5 Transporter's HTML page(s) is accessible via the Internet's World Wide Web at the following address: <http://pipeline.tallgrassenergyllp.com>

37. CREDITING OF PENALTY CHARGES

- 37.1 This Section 37 establishes the procedures to be used by Transporter to credit to Shippers Penalty Charges. "Penalty Charges" shall include all Unauthorized Overrun Service Charges, cashout penalties, Directional Notice penalties, Critical Time Operational Flow Order penalties, ~~IBS~~ and PALS contract cashout penalties received and the value of Gas retained pursuant to Sections 20.7 and 36.13 of these General Terms and Conditions.
- A. By June 1 of each Year, Transporter shall submit to the FERC a reconciliation filing setting forth in detail the penalty charges and related costs as of the preceding December 31, and the allocation of any penalty charges and related costs under this Section 37 to each Shipper.
 - B. Transporter shall compare penalty charges and related costs, and determine if the penalty charges were in excess of costs (net penalty charge revenue) or if costs were in excess of penalty charges (net penalty charge costs).
 - C. To the extent net penalty charge revenues are received by Transporter, such net penalty charge revenues, if any, shall be refunded through a direct payment or invoice credit. A refund allocation factor for each Shipper shall be calculated by dividing the actual revenues for each Shipper by the total revenues during the reporting period. The revenues used to calculate the refund allocation factor shall be net of all applicable surcharges, including but not limited to, ACA surcharges. The resulting refund allocation factor shall be multiplied by the net penalty charge revenue to determine the applicable direct payment or invoice credit to each Shipper.
 - D. Any net penalty charge costs shall be rolled forward into succeeding reporting periods until eliminated.

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): _____

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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 & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):

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

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

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

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

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

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

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)

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

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

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

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

☐ None

☐ Lump-sum payment of _____

☐ Monthly fee of _____ through (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. _____

Page ____ of ____

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

BHS FORM OF TRANSPORTATION SERVICE AGREEMENT

APPLICABLE TO BACKHAUL SERVICE

UNDER RATE SCHEDULE BHS

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

1. THIS AGREEMENT IS: (Check one)

___ effective ____ (Date) and is the original contract

___ effective ____ (Date) , this Amendment No. _____ amends and restates
BHS Contract No. _____ effective ____ (Date)

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

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): _____

to

(Date, Period-of-Time or Event): _____

4. SHIPPER'S STATUS:

___ Local Distribution Company

___ Intrastate Pipeline Company

___ Interstate Pipeline Company

___ Other: _____

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5. TRANSPORTATION ON BEHALF OF:

☐ Local Distribution Company
☐ Intrastate Pipeline Company
☐ Interstate Pipeline Company
☐ Other: _____

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

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

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

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

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

(Date, 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 BHS of the Tariff)

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

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

FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule BHS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

Incremental Facility Charge: (Pursuant to Section 5.3(B) of Rate Schedule BHS of the Tariff)
☐ None
☐ Lump-sum payment of _____
☐ Monthly fee of _____ through *(date, period-of-time or event)*

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

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

(Check one):
☐ Not Applicable
☐ Applicable (Complete the following):

Notice of ROFR Exercise:
☐ Per the Tariff; or ☐ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

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

(Check one):
☐ Not Applicable
☐ Applicable (Complete the following):

Notice of Rollover Exercise:
☐ Per the Tariff; or ☐ Months(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

Rockies Express Pipeline LLC

FERC Gas Tariff
Third Revised Volume No. 1

Service Agreement - BHS
Section Version: 7.0.0

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@tallgrassenergy~~lp~~.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. _____

Page ____ of ____

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

ITS FORM OF TRANSPORTATION SERVICE AGREEMENT

APPLICABLE TO INTERRUPTIBLE TRANSPORTATION SERVICE

UNDER RATE SCHEDULE ITS

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

1. THIS AGREEMENT IS: (Check one)

 effective (Date) and is the original contract.

 effective (Date) , this Amendment No. amends and restates
ITS Contract No. effective (Date)

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

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

4. SHIPPER'S STATUS:

 Local Distribution Company
 Intrastate Pipeline Company
 Interstate Pipeline Company
 Other: _____

5. TRANSPORTATION ON BEHALF OF:

___ Local Distribution Company
___ Intrastate Pipeline Company
___ Interstate Pipeline Company
___ Other: _____

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

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

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

8. RATES:

Commodity Rate: (Pursuant to Section 5.1(A) of Rate Schedule ITS of the Tariff)

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

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

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

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

___ None
___ Lump-sum payment of _____
___ Monthly fee of _____ through (date, period-of-time or event)

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule ITS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

9. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

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

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

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

Shipper Approval:

Shipper: _____
Signature: _____
Title: _____

Transporter Approval:

Transporter: ***Rockies Express Pipeline LLC*** _____
Signature: _____
Title: _____

Contract No. _____

Page __ of __

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

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

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

1. THIS AGREEMENT IS: (Check one)

___ effective ___ (Date)_____ and is the original contract.

___ effective ___ (Date)_____, this Amendment No. ___ amends and restates
PALS Contract No. _____ effective ___ (Date)_____

2. TERM: _____ through _____ and Month to Month thereafter until terminated by prior written notice by either party; provided, however, that Shipper may terminate this Agreement prior to its expiration subject to payment of a mutually agreed exit fee. Termination shall not discharge any obligations accrued prior to such termination.

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

4. THIS AGREEMENT SUPERSEDES a _____ Agreement # _____
dated _____

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

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

6. PARK AND LOAN QUANTITY:

(i) Park Service: shall consist of Transporter's receipt of a quantity of Gas at the designated Receipt Point(s) on the designated date(s), requested by Shipper under a PALS RO and approved by Transporter; Transporter's holding of such parked quantity of Gas for Shipper's account and Transporter's redelivery of the parked quantity of Gas to Shipper at the designated Delivery Point(s) and on the designated date(s) set forth in such PALS RO.

(ii) Loan Service: shall consist of Transporter lending a specified quantity of Gas, requested by Shipper and approved by Transporter, from designated Delivery Point(s) set forth in Shipper's PALS RO and the Shipper's redelivery of and Transporter's acceptance of such volumes for Shipper's account at the designated Receipt Point(s) on the designated date(s) set forth in such PALS RO.

7. RATES:

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

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

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

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

8. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

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

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

Rockies Express Pipeline LLC

FERC Gas Tariff
Third Revised Volume No. 1

Service Agreement - PALS
Section Version: 4.0.0

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

Shipper Approval:

Shipper: _____
Signature: _____
Title: _____

Transporter Approval:

Transporter: ***Rockies Express Pipeline LLC*** _____
Signature: _____
Title: _____

RO No: _____

Page __ of __

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

PALS REQUEST ORDER FORM

DATED: _____

Shipper: _____

PALS Agreement #: _____

Type of Service: Park _____ Loan _____

Initiation Point Name(s) and Location(s): _____

Completion Point Name(s) and Location(s): _____

Maximum Aggregate Quantity: _____ (Dth)

Minimum Aggregate Quantity: _____ (Dth)

Term: Start _____ End _____

Schedule:

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

Rates:

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

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

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

Rockies Express Pipeline LLC

FERC Gas Tariff
Third Revised Volume No. 1

Service Agreement - PALS
Section Version: 4.0.0

ADDITIONAL TERMS PERMITTED BY TARIFF:

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

Shipper Approval:

Shipper: _____
Signature: _____
Title: _____

Transporter Approval:

Transporter: ***Rockies Express Pipeline LLC***
Signature: _____
Title: _____

Contract No. _____

Page __ of __

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

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

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

1. THIS AGREEMENT IS: (Check one)

 effective (Date) and is the original contract.

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

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

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

4. SHIPPER'S STATUS:

 Local Distribution Company
 Intrastate Pipeline Company
 Interstate Pipeline Company
 Other: _____

5. TRANSPORTATION ON BEHALF OF:

 Local Distribution Company

Rockies Express Pipeline LLCFERC Gas Tariff
Third Revised Volume No. 1Service Agreement - PAWS
Section Version: 5.0.0

___ Intrastate Pipeline Company
___ Interstate Pipeline Company
___ Other: _____

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

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

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

8. RATES:

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

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

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

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

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

___ None
___ Lump-sum payment of _____
___ Monthly fee of _____ through (date, period-of-time or event).

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule PAWS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

9. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

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

Rockies Express Pipeline LLC

FERC Gas Tariff
Third Revised Volume No. 1

Service Agreement - PAWS
Section Version: 5.0.0

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 representative.

Shipper Approval:

Shipper: _____
Signature: _____
Title: _____

Transporter Approval:

Transporter: ***Rockies Express Pipeline LLC*** _____
Signature: _____
Title: _____

Reserved for future use.

_____ Contract no: _____

Page ____ of ____

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

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

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

1. _____ THIS AGREEMENT IS: (Check one)

_____ effective ____ (Date) _____ and is the original contract

_____ effective ____ (Date) _____, this Amendment No. _____ amends and restates
IBS Contract No. _____ effective ____ (Date) _____

2. _____ LINKED TRANSPORTATION AGREEMENT: _____

3. _____ IDENTIFICATION OF END-USE FACILITY AND/OR LDC SERVICE AREA: _____

4. _____ SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:

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

6. _____ SHIPPER'S STATUS:

_____ Local Distribution Company
_____ End-User

Rockies Express Pipeline LLCFERC Gas Tariff
Third Revised Volume No. 1Service Agreement - Reserved
Section Version: 5.0.0~~7. BALANCING ON BEHALF OF:~~~~_____ Local Distribution Company
_____ End-User~~~~8. RATE SCHEDULE IBS DELIVERY POINT,
MAXIMUM DAILY QUANTITY ("MDQ") & CUMULATIVE BALANCE:~~

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

~~9. DELIVERY PRESSURE (Pursuant to Section 19.2 of the General Terms and Conditions of the
Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate
minimum or maximum pressures."): _____~~~~10. RATES:~~~~Daily Access Rate: (Pursuant to Section 5.2 of Rate Schedule IBS of the Tariff)~~~~Park/Loan Daily Balance Rate: (Pursuant to Section 6.5 of Rate Schedule IBS of the Tariff)~~~~Maximum applicable rate per Tariff as revised from time to time, unless otherwise agreed to in
writing as a Discounted or Negotiated Rate (pursuant to Sections 12.6 and 33, respectively, of
the General Terms and Conditions of the Tariff).~~~~_____ Incremental Facility Charge: (Pursuant to Section 5.9(B) of Rate Schedule IBS of the Tariff) _____
_____ None
_____ Lump-sum payment of _____
_____ Monthly fee of _____ through (Date, Period of Time or Event) _____~~~~Other Charges: (Pursuant to Sections 5, 6, 7 and 8 of Rate Schedule IBS of the Tariff)
Applicable charges per Tariff as may be assessed by Transporter.~~~~11. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:~~~~Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street _____
Lakewood, CO 80228~~

Rockies Express Pipeline LLC

FERC Gas Tariff
Third Revised Volume No. 1

Service Agreement - Reserved
Section Version: 5.0.0

e-mail: ~~REX@tallgrassenergyllp.com~~

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

Shipper Approval:

~~Shipper:~~ _____

~~Signature:~~ _____

~~Title:~~ _____

Transporter Approval:

Transporter: ***Rockies Express Pipeline LLC*** _____

~~Signature:~~ _____

~~Title:~~ _____

Contract No. _____

Page ____ of ____

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

C-HUB FIRM SERVICE FORM OF SERVICE AGREEMENT

APPLICABLE TO SERVICE

UNDER RATE SCHEDULE C-HUB-FS

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

1. THIS AGREEMENT IS: (Check one)

___ effective (Date) and is the original contract.

___ effective (Date) , this Amendment No. amends and restates
___ C-HUB Firm Service Contract No. effective (Date)

___ Capacity rights for this Agreement were released from .

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

3. TERM OF SERVICE:

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

4. SHIPPER'S STATUS:

___ Local Distribution Company

Rockies Express Pipeline LLCFERC Gas Tariff
Third Revised Volume No. 1Service Agreement - C-HUB-FS
Section Version: 2.0.0

___ Intrastate Pipeline Company
___ Interstate Pipeline Company
___ Other: _____

5. TRANSPORTATION ON BEHALF OF:

___ Local Distribution Company
___ Intrastate Pipeline Company
___ Interstate Pipeline Company
___ Other: _____

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

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

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

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

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

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

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

10. RATES:

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

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

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

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

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

☐ None
☐ Lump-sum payment of _____
☐ Monthly fee of _____ through *(Date, Period -of -Time or Event)*.

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

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

(Check one):
☐ Not Applicable
☐ Applicable (Complete the following):

Notice of ROFR Exercise:
☐ Per the Tariff; or ☐ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

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

(Check one):
☐ Not Applicable
☐ Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

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

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

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

Shipper Approval:

Shipper: _____
Signature: _____
Title: _____

Transporter Approval:

Transporter: ***Rockies Express Pipeline LLC***
Signature: _____
Title: _____

Contract No. _____

Page ____ of ____

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

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

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

1. THIS AGREEMENT IS: (Check one)

___ effective _____ (Date) and is the original contract.

___ effective _____ (Date), this Amendment No. _____ amends and restates
C-HUB Interruptible Service Contract No. _____ effective ____ (Date) _____

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

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

4. SHIPPER'S STATUS:

___ Local Distribution Company
___ Intrastate Pipeline Company
___ Interstate Pipeline Company
___ Other: _____

5. TRANSPORTATION ON BEHALF OF:

___ Local Distribution Company

___ Intrastate Pipeline Company
___ Interstate Pipeline Company
___ Other: _____

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

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

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

8. RATES:

Commodity Rate:

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

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

FL&U Reimbursement Percentages and Electric Power Cost Charges:

(Pursuant to Sections 5.1(B) and 5.1(C) of Rate Schedule C-HUB-IS of the Tariff)

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

Incremental Facility Charge:

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

___ None

___ Lump-sum payment of _____

___ Monthly fee of _____ through (Date, Period of Time or Event).

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule C-HUB-IS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

9. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

Rockies Express Pipeline LLC

FERC Gas Tariff
Third Revised Volume No. 1

Service Agreement - C-HUB-IS
Section Version: 2.0.0

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

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

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

Shipper Approval:

Shipper: _____
Signature: _____
Title: _____

Transporter Approval:

Transporter: ***Rockies Express Pipeline LLC*** _____
Signature: _____
Title: _____