Rockies Express Pipeline LLC

June 12, 2026

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

Re: Rockies Express Pipeline LLC
PALS Rate Schedule and Service Agreement Revisions
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 records (the "Proposed Tariff Records") with a requested effective date of July 15, 2026.

Section Name	Section Version
Rate Schedule – PALS	5.0.0
Service Agreement – PALS	5.0.0

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

As explained in greater detail below, Rockies Express proposes to modify its Rate Schedule PALS and its associated form of service agreement. There are three main reasons for the proposed changes. First, the Proposed Tariff Records streamline the process for requesting Park and Loan Service ("PALS") by removing the need to submit a PALS Request Order ("PALS RO"). Second, the Proposed Tariff Records codify and clarify the types of PALS service options available to PALS shippers. Third, the Proposed Tariff Records facilitate shippers' park and loan balancing by clarifying when certain balance and overrun service charges will apply and streamlining the PALS cashout process.

PALS Request Order (RO) Revisions

The Proposed Tariff Records simplify Rockies Express' nomination, requesting, and contracting process by removing the need to execute a PALS RO. Currently, in order to be eligible for PALS service, shippers

[1] 15 USC § 717c (2018).
[2] 18 CFR pt. 154 (2025).

must first execute a PALS agreement and, second, shippers must then enter a PALS RO to effectuate each individual transaction. Under the Proposed Tariff Records, shippers instead will be able to use one form—the PALS Agreement—to effectuate each PALS transaction. In short, Rockies Express is eliminating the need for shippers to maintain a separate, master service agreement in addition to executing PALS ROs for each individual transaction. Shippers will be able to use the single PALS Service Agreement to initiate and complete every PAL transaction, thereby providing additional clarity and administrative ease for both Rockies Express and its shippers.

The Proposed Tariff Records accordingly eliminate references to PALS ROs throughout the rate schedule, replacing them with references to the new, single PALS Service Agreement (the "PALS Agreement"). Relatedly, the Proposed Tariff Records include changes to the PALS Service Agreement itself to allow shippers to indicate a particular transaction's details on the simplified PALS Agreement. The Proposed Tariff Records remove the separate "PALS Request Order Form," and substantially incorporate that form's provisions into the PALS Service Agreement. In making these changes, the Proposed Tariff Records also remove superfluous definitions previously provided in the PALS Service Agreement that can already be found in the Rate Schedule PALS.

These changes are consistent with Commission precedent, as the Commission has previously approved a pipeline's proposal to "eliminate master agreements in its PAL pro forma service agreement and execute a new service agreement for each new transaction that the parties enter into."[3] The Proposed Tariff Records are also consistent with currently effective PAL rate schedules on other pipelines.[4]

PALS Service Options Revisions

The Proposed Tariff Records add a new section 2.7 to Rate Schedule PALS that clarifies three types of PALS service options that Rockies Express may provide to its shippers. These services provide significant flexibility for shippers in managing their short-term (e.g., unexpected) and medium and longer term (e.g., expected outages or market swings) gas supply or market interruptions and imbalances. These revised PALS service options are as follows: (i) Standing Request Order ("SRO"), (ii) Shipper Requested Parking/Lending service ("ROP/ROL"), and (iii) Transporter Offered Parking/Lending service ("OPL").

The SRO service option is a program that allows shippers to execute a PALS service agreement and subsequently nominate either parks ("SROPs") or loans ("SROLs") to balance daily receipts and deliveries at specific hub pools identified on Rockies Express' interactive website ("EBB"). When operationally available under the PALS SRO program, shippers may nominate parks or loans at the locations identified

[3] *Texas Gas Transmission, LLC*, 127 FERC ¶ 61,313, at P 4 (2009). Although the Commission initially directed revisions to portions of the pipeline's tariff filing, the Commission did not take issue with the specific proposal of eliminating master PAL agreements from the pipeline's PAL rate schedule. *See generally id.* The Commission subsequently accepted the pipeline's revised tariff records on compliance, thereby allowing the elimination of the master PAL agreements to take effect. *Texas Gas Transmission, LLC*, 129 FERC ¶ 61,113 (2009); *Texas Gas Transmission, LLC*, Docket No. RP09-548-002 (Dec. 16, 2009) (unpublished delegated letter order).

[4] *See, e.g.*, Gulf South Pipeline Company, LLC, Tariff, Seventh Revised Volume No. 1, Section 5.10, Rate Schedules – PAL, Version 6.0.0 (requiring shippers to submit one PAL Agreement for each request for service under the PAL rate schedule).

on the EBB upon executing an effective PALS Agreement. Under this service option, Rockies Express may post maximum aggregate quantities for all SRO parking and lending contracts at each hub pool. PALS customers that select this SRO service will have the option to select an evergreen, month-to-month term, which will be offered to shippers on a non-discriminatory basis. This SRO service option thus streamlines nominations for short-term PALS at hub pools.

Furthermore, Rockies Express proposes to modify section 6.1(D) of Rate Schedule PALS providing Rockies Express with discretion to post on its EBB a generally applicable discount for SRO parks and loans at specific hub pools on its system for specific quantities and/or dates (a "SRO PALS Discount").[5] If it does decide to post an SRO PALS Discount, Rockies Express will post it on its EBB, and the discount will become effective upon 24 hours' notice and will apply to any SRO park and loan shipper utilizing those identified hub pools. Rockies Express may change the amount of or terminate altogether the SRO PALS Discount at any time upon 24 hours' notice by a posting on its EBB. This proposal is consistent with Commission precedent approving a pipeline's proposal to post generally applicable discounts, subject to changes, on its EBB.[6]

The ROP/ROL service provides both the traditional type of PAL service designed for a shipper who is facing an unexpected short-term interruption of its gas supply or market where the length of such interruption is unknown at the time transportation nominations are being made, and also PAL service for a shipper who is expecting an interruption of gas supply or market load for a known period of time (e.g., a planned outage or to optimize market swings). Specifically, the ROP/ROL service option is a buyer-requested, term service option in which a shipper may, but is not required to, agree in the PALS Agreement to a schedule for the initial park or loan period and the subsequent park withdrawal or loan payback period. Where Transporter and Shipper have agreed to a schedule, the nominations for any day or for any nomination cycle must be consistent with the schedule. To initiate service, shippers simply contact Rockies Express with their requested term, quantity, location, and rate and, if the provisions are agreeable, the parties will then execute a PALS Agreement.

Third, the OPL service is a service option that allows Rockies Express to offer parking and/or lending service to potential shippers for a specified term, quantity, and location through postings on its EBB. The terms and conditions and awarding criteria of all OPL offers will be set forth in the posting. Rockies Express and the winning shipper will execute an effective PALS Agreement for the winning bid. This service is intended to provide shippers an opportunity to bid on a flexible PALS service that allows injections and/or withdrawals to be nominated on a gas day or a gas day cycle during the contract term up to the maximum aggregate daily quantity (e.g., inject up to their positive maximum quantity and then withdrawal down to their negative maximum quantity, or vice versa). In addition, section 3.1 of the Proposed Tariff Records states that the PALS service options will be curtailed based upon revenue

[5] Rockies Express proposes to delete the existing text in section 6.2, which currently relates to the RO process and which is being removed from Rate Schedule PALS as noted in the prior paragraphs, and replace it with the new SRO discount language.

[6] *Tenn. Gas Pipeline Co., L.L.C.*, 145 FERC ¶ 61,125 (2013) (approving provision allowing pipeline to post generally applicable discounts at specific points on its system for up to specified quantities and dates as determined by the pipeline). Rockies Express modeled its discount language after the language approved in *Tenn. Gas Pipeline*.

commitment, with the highest revenue commitment receiving a higher priority than those quantities with a lower revenue commitment and deeming the OPL service as having a higher revenue commitment than the ROP/ROL or SRO service options.

These service options are similar to other park and loan service options approved by the Commission in other tariffs establishing shipper nominated, shipper requested, and company offered service options.[7] Commission approval of the proposed SRO, ROP/ROL, and OPL service options will have a positive impact on existing customers because the proposed services assist shippers in managing imbalances and therefore help shippers to avoid penalties and imbalance charges and cashouts from resulting from their gas transportation contracts.[8]

The PALS Rate Schedule states that these park and loan service options are interruptible, and, accordingly, will have lower scheduling priority than firm service, as governed by section 3 of the General Terms and Conditions of Rockies Express' Tariff;[9] therefore, the proposed service options will not impair the quality of existing firm service. In addition, consistent with Commission precedent, the proposed revisions to section 3.1 of Rate Schedule PALS state that curtailment within PALS service will be based on revenue commitment, with the OPL service option deemed to have a higher revenue commitment than the SRO and ROP/ROL service options.[10]

Balance, Overrun, and Cashout Revisions

In addition to these primary changes, Rockies Express also takes this opportunity to make other minor streamlining and efficiency changes to Rockies Express' Tariff. These changes will have a positive impact on existing shippers because they will help shippers avoid PALS overrun charges and facilitate improved cashout processes.

For example, in proposed Section 3.2, shippers will no longer be required to continue to submit nominations for paybacks on a loan or withdrawals on a park during times Rockies Express notifies shipper that such nominations cannot be confirmed ("Limitation Periods"). This change allows shippers to avoid unnecessary nominations to avoid park and loan balance charges or overrun charges during such periods.

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[7] *See N. Border Pipeline Co*., 95 FERC ¶ 61,320 (approving Buyer Nominated Parking/Lending (NPL), Buyer Requested Term Parking/Lending (RPL), Company Offered Parking/Lending (OPL), and Buyer Authorized Automatic Parking/Lending (APL)); *Midwestern Gas Transmission Co*., 97 FERC ¶ 61,386 (2001) (approving same); *Viking Gas Transmission Co*., 105 FERC ¶ 61,161 (2003) (approving same); *Guardian Pipeline, L.L.C.*, 130 FERC ¶ 61,267 (2010) (approving Shipper Nominated Parking/Lending (NPL) and Shipper Requested Term Parking/Lending (RPL)).

[8] *See Viking Gas Transmission Co*., 105 FERC ¶ 61,161 at P 2.

[9] *See* Rate Schedule PALS sections 1.1, 3.1. This fact is not a change from Rockies Express' current tariff, although Rockies Express has added language to section 3.1 of Rate Schedule PALS to implement the scheduling concept discussed above.

[10] *Guardian Pipeline, L.L.C.*, 130 FERC ¶ 61,267 (approving curtailment within PALS based on higher revenue commitment and deeming RPL service to have a higher revenue commitment than NPL service).

Rockies Express also proposes changes to increase the efficiency of its mandatory balancing procedures in Section 8 of Rate Schedule PALS. Specifically, the changes to Section 8 provide that if a shipper still has gas parked at the end of the term of the PALS Agreement, or has not paid back a loan, Rockies Express will notify the shipper according to the notice section of Rate Schedule PALS, namely revised Section 5,[11] and the parties may mutually agree to cashout the remaining balances or follow the other cashout procedures as described in that section. This change will avoid the need for the parties to amend and extend PALS agreements to effectuate the same end. Rockies Express also proposes to replace the existing use of a daily average spot price for determining a shipper's purchase price of gas in the event of the shipper's failure to timely redeliver loaned gas, with a weekly average spot price process set forth in General Terms & Conditions Section 11.3. This change unifies the PALS cashout pricing to REX's general cashout pricing set forth in General Terms & Conditions Section 11.3 and brings Section 8.3(B) in line with similar FERC precedent.[12]

In sum, the foregoing changes identified in this subsection are minor or 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 Records in Third Revised Volume No. 1 to become effective on July 15, 2026. Pursuant to the Commission's regulations,[13] Rockies Express hereby moves to place the Proposed Tariff Records 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 Records 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 Records in electronic format;
- A PDF file of the clean Proposed Tariff Records for posting in the Commission's eLibrary;
- A PDF file of the marked Proposed Tariff Records for posting in the Commission's eLibrary; and
- This transmittal letter.

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[11] The Proposed Tariff Records relocate Section 8.3 to Section 5 of Rate Schedule PALS and renumber the remainder of section 8 accordingly.

[12] *See, e.g.*, *Natural Gas Pipeline Co. of America*, 83 FERC ¶ 61,346, at 62,385 (1998); *see also Alliance Pipeline L.P.*, 136 FERC ¶ 61,066 (2011) (not objecting to pipeline's proposal to "sell any loaned gas not returned within the period specified by the tariff to the shipper at 150 percent of the highest weekly average" prices).

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

[14] 18 CFR pt. 154.

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:

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

Certification

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

Respectfully submitted,



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

Authorized Representative of Rockies Express Pipeline LLC

Clean Tariff Records

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 that submits to Transporter a valid request for service under this Rate Schedule PALS (as defined in Section 4 hereof) and executes a PALS Service Agreement (the "PALS Agreement"), 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.

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 the PALS Agreement.

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. Under Rate Schedule PALS, a Shipper may nominate or request a quantity of Gas at mutually agreeable point(s) on Transporter's System, to be parked or loaned by Transporter for a specified term, under one of the PALS service options set forth below . 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 Agreement.

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 point(s); Transporter's holding of such parked quantity of Gas for Shipper's account during the term and Transporter's redelivery of the parked quantity of Gas to Shipper at the designated point(s);

B. Loan Service, which shall consist of Transporter lending a specified quantity of Gas from the designated point(s) set forth in Shipper's PALS Agreement and the Shipper's redelivery of such volumes for Shipper's account at the designated point(s).

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.

2.7 Park and Loan Service Options.

A. Standing Request Order (SRO).

The SRO service option is a PALS service that Transporter may offer based on terms and specific hub pools identified on Transporter's Interactive Website related to the SRO program. The SRO service option allows a Shipper to balance daily receipts and deliveries by nominating parks or loans at the specified locations, when operationally available under the PALS SRO program. To use this SRO service, Transporter and Shipper must execute an effective PALS Agreement.

While a Shipper may have multiple SRO parking and SRO loaning contracts at the same hub pool, Transporter may set forth on Transporter's Interactive Website a total Maximum Aggregate Quantity ("MAQ") for all SRO parking and SRO loaning contracts at each hub pool. When operationally available, Shippers may nominate an SRO park, loan, park payback or loan payback up to the MAQ. Any daily nominated quantity or cumulative balance exceeding the MAQ will incur authorized overrun charges. In the event Transporter posts operating restrictions to SROs, outstanding balances on the restricted activity on affected SRO contracts will not be subject to balance charges for the period Transporter was unable to accept loan payback or park payback. Shippers are not required to submit nominations for Transporter to waive balance charges during a limitation period. Balance charges will resume for the first Gas Day Transporter lifts the posted restrictions.

Balances which occur on SRO parking and SRO loaning contracts within a hub pool do not offset each other. Each balance must be reduced or eliminated with SRO payback nominations for the specific contract. All payback nominations will need to be approved by Transporter.

B. Shipper Requested Parking/Lending (ROP/ROL).

Shipper Requested Parking/Lending (ROP/ROL) is a service option that Transporter may offer Shippers that allows Shippers to request parking and/or lending service from Transporter for a mutually agreed upon term, quantity, location and rate. If Transporter accepts a Shipper's request for ROP/ROL service, Shipper and Transporter shall execute an effective PALS Agreement.

C. Transporter Offered Parking/Lending (OPL).

Transporter Offered Parking/Lending (OPL) is a service option that allows Transporter to offer parking and/or lending service to potential Shippers for a specified term, quantity, location, and rate, through postings on Transporter's Interactive Website. If Transporter offers the OPL service option, Transporter will post all OPL offers on its Interactive Web Site, detailing the specific terms and conditions of each OPL offer. Transporter's OPL offer shall be awarded in accordance with the terms and allocation procedures specified in the notice of the OPL offering.

Transporter and Shipper shall execute an effective PALS Agreement(s) for the winning bid(s).

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 point(s) under the applicable PALS Agreement. Transporter and Shipper may agree in the PALS Agreement to a schedule for the initial park or loan period and the subsequent park withdrawal or loan payback period (the "Schedule"). Where Transporter and Shipper have agreed to a Schedule, the nominations for any Day or for any Nomination cycle must be consistent with the Schedule, and it shall 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 Schedule. Nominations shall be subject to confirmation and scheduling in accordance with the General Terms and Conditions of this Tariff. Priorities of service for the purposes of scheduling shall be governed by Section 3 of the General Terms and Conditions of this Tariff. Service under Rate Schedule PALS is provided on an interruptible basis. Notwithstanding Section 3.4 of the General Terms and Conditions of this Tariff, for purposes of curtailment under this Rate Schedule PALS, the PALS service options will be curtailed based upon revenue commitment, with the highest revenue commitment receiving a higher priority than those quantities with a lower revenue commitment for the day of curtailment. The OPL service shall be deemed to have a higher revenue commitment than the ROP/ROL or SRO service options. Service under the ROP/ROL or SRO service options that has the same revenue commitment, as calculated by rate multiplied by quantity for the applicable day, will be curtailed in accordance with General Terms and Conditions Section 3.4. Ties will be confirmed and scheduled on a pro rata basis in accordance with General Terms and Conditions Section 3.4. Existing quantities of gas parked or loaned by Transporter cannot be bumped by new requests for parking and/or lending service.

3.2 If a Nomination for payback on a loan, or withdrawal on a park cannot be confirmed by Transporter, whether pursuant to the Schedule or otherwise, then for such period of time that Transporter notifies Shipper (pursuant to Section 5) that nominations cannot be confirmed (the "Limitation Period"), the associated Park/Loan Balance Charge (Section 6.1(A)(ii)) and/or Overrun Service Charges (Section 6.2(A)) will not be assessed. Any applicable Balance Charge or the Overrun Service Charge will resume on the first Gas Day following the conclusion of the Limitation Period, and no nomination is required during the Limitation Period to avoid the charges as described herein.

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, pursuant to Section 5, to Shipper. In that event, Shipper must comply with the directive(s) contained in Transporter's

notification within the time specified. If Shipper fails to comply with the requirements set out in a notification, then Section 8 of this Rate Schedule PALS shall apply.

4. VALID REQUESTS FOR PALS AGREEMENT(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 4.2, 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 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 4.2, 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 discounted or negotiated rate 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 PALS 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 Agreement 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, 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

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 ("Max Quantity"), the Maximum Daily Quantity ("Max Daily Quantity"), the Minimum Aggregate Quantity ("Min Quantity"), and the Minimum Daily Quantity ("Min Daily Quantity") to be parked or loaned.

(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 satisfaction of Transporter's credit requirements set forth in 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.

(5) COMMISSION-REQUIRED FILING INFORMATION

The following information is to be provided at the time a request for service hereunder is submitted:

(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.

(6) POINTS

The PALS Agreement shall specify the point(s) at which Gas is to be parked or loaned.

(7) SHIPPER CONTACT PERSONNEL

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

(8) RATE

The PALS Agreement 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 permissible discounting parameters, within the applicable maximum and minimum rates, or Negotiated Rates.

(9) SHIPPER ASSURANCES

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

5. NOTICE

Notification by Transporter shall be provided by either telephone, facsimile, 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. In the event that Transporter notifies a PALS Shipper under Section 7 or Section 3 of this PALS Rate Schedule and such notice requires the parked Balance to be removed or the loaned Balance to be returned, up to the full MAQ, the notice shall specify 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. To the extent Shipper fails to comply with such notice, the PALS Agreement shall terminate and the provisions of Section 8.4 hereof shall apply.

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, shall be calculated on the basis of the daily ending Balance for each PALS Agreement for each Day of the Month (subject to Section 3.2); 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 (withdrawal) 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, unless otherwise mutually agreed to by the parties through a Negotiated Rate.

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. Transporter, in its sole discretion, may decide to institute a generally applicable discount for SRO PALS at specific hub pools on its system for specific quantities and/or dates (a "SRO PALS Discount"); provided, however, that any such SRO PALS Discount shall be no lower than the applicable minimum rate and no higher than the applicable maximum rate set forth in Transporter's FERC Gas Tariff. To the extent Transporter elects to institute any such SRO PALS Discount, Transporter shall post the SRO PALS Discount on Transporter's Interactive Website to become effective 24 hours from the posting and shall become applicable to any SRO PALS shipper utilizing those specific hub pools under a PALS Agreement. Transporter may elect to change the amount of or terminate altogether any such SRO PALS Discount at any time upon 24 hours' notice via a posting to Transporter's Interactive Website.

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 Agreement 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 charges under Subsection 6.1A of this Rate Schedule is specified in the PALS Agreement. 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 Agreement.

6.2 Overrun Service

A. Overrun Service Charges apply if a Shipper nominates and Transporter confirms volumes in excess of the approved Max Quantity or Max Daily Quantity in the PALS Agreement, or if Shipper fails to comply with any quantity, *e.g.*, Min Quantity or Min Daily Quantity, or timing parameter in a PALS Agreement (subject to Section 3.2). 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 Agreement point, as applicable:

Pipeline Segment	East of:	West or South of & Including:	Index
700-750 600-650 100-120		Wamsutter	CIG, Rocky Mountains
130-170	Wamsutter	Cheyenne	Cheyenne Hub
200-290	Cheyenne	PEPL-Audrain County, MO	Northern Natural Demarc
300-320	PEPL	IL / IN Border	Chicago Citygates
330-400	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, 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, subject to any contrary provision of the PALS Agreement, 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, 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, Transporter may at any time further change such discounted rate (subject to any restrictions as to maximum or minimum rates set out in this Tariff and the PALS 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 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 & TERM

7.1 The quantities may include the flexibility to do either a park or a loan within specified volume and time limits. The PALS Agreement may provide for flexibility in aggregate 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 withdrawal or loan payback (or portion thereof), and shall specify the limits of the flexibility allowed. Subject to the flexibility specified in the PALS Agreement, the Max Daily Quantity 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 Max Quantity 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 Agreement.

7.2 If a Shipper fails to comply with the Schedule (unless such failure is due to Transporter not confirming a Nomination properly submitted, which will be evaluated on a daily basis), Transporter shall notify Shipper, pursuant to Section 5, and the PALS Agreement shall be subject to termination in accordance with the terms of such notice.

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 (b) where the Shipper fails to comply with the requirements of Transporter's notice referenced in Section 5 hereof.

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 Shipper still has Gas parked at the end of the term of the PALS Agreement, then if the remaining balance is 50 Dth or less, such parked Balance may be immediately cashed out for Shipper by Transporter purchasing such balance at 100% of 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 Agreement, without requiring Transporter to notify the shipper in advance of such cashout. Otherwise, for balances of 50 Dths or less left at the end of the term, Transporter and Shipper may mutually agree to not cash out those balances and instead resolve the remaining balance pursuant to Section 5. In the event that Shipper still has Gas parked at the end of the term of the PALS Agreement, and the remaining balance is greater than 50 Dth, Shipper and Transporter may mutually agree to cashout such parked balance at 50% of the lowest MIP referenced in the first sentence of this subsection A in effect during the term of the applicable PALS Agreement. If Shipper and Transporter do not agree to immediate cashout, then Transporter will follow the steps in Sections 3 and 5, above. If Shipper fails to eliminate the remaining non-redelivered parked balance within the timeframe specified in the notice in Section 5 above, the Shipper must cashout such parked Balance at 50% of the lowest MIP referenced in the first sentence of this subsection A in effect during the term of the applicable PALS Agreement, without requiring Transporter to notify the shipper in advance of such cashout. The realized value, net of applicable costs, of such forfeited Gas at under 100% the MIP 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 or notice period, as applicable, and (1) the removal by Shipper of the remaining balance (2) 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 Agreement, then if the remaining balance is 50 Dth or less, such loan Balance may be immediately cashed out for Shipper by Shipper purchasing such balance at 100% of the highest 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 Agreement without requiring Transporter to notify the shipper in advance of such cashout. Otherwise, for balances of 50 Dths or less left at the end of the term, Transporter and Shipper may mutually agree to not cash out those balances and instead resolve the remaining balance pursuant to Section 5. If the Shipper has not redelivered Gas which was loaned by Transporter by the end of the term of the PALS Agreement and the remaining balance is greater than 50 Dth, Shipper and Transporter may mutually agree to cashout the unreturned balance at

150% of the highest MIP referenced in the first sentence of this subsection B in effect during the term of the applicable PALS Agreement. If Shipper and Transporter do not agree to immediate cashout, then Transporter will follow the steps in Sections 3 and 5, above. If Shipper fails to eliminate the remaining balance within the timeframe specified in the notice in Section 5 above, the Shipper must purchase the unreturned Balance at 150% of the highest MIP referenced in the first sentence of this subsection B in effect during the term of the applicable PALS Agreement, without requiring Transporter to notify the shipper in advance of such cashout.

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 8.3 will be implemented by Transporter on a non-discriminatory basis. In each instance when an amount is collected pursuant to Section 8.3(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.

8.4 A. In circumstances where Shipper is unable to eliminate its PALS Agreement Balance because Transporter is unable to accept the PALS Agreement Nomination, Shipper shall take any action to reduce the Balance which Transporter can accommodate and Shipper shall not incur any charge under Section 8.3 as to that portion of the Balance resulting from Transporter's inability to accept the PALS Agreement Nomination

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 Agreement. 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 8.3.

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.

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 _____.

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

_____
_____
_____
_____
_____
_____

5. PARK AND LOAN QUANTITY AND LOCATION:

Park and Loan Service Option (Check One)

☐ Standing Request Order (SRO)	☐ Shipper Requested Parking (ROP)	☐ Shipper Requested Lending (ROL)	☐ Transporter Offered Parking/Lending (OPL)

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

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

Maximum Aggregate Quantity: _____ (Dth)

Minimum Aggregate Quantity: _____ (Dth)

Schedule:

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

6. 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	

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

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: _____

Marked Tariff Records

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.~~ that 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~~a PALS Service Agreement~~); and~~

~~B. enters into one or more valid PALS Request Orders (PALS RO), as defined in Section 4 hereof which,~~ (the "PALS Agreement"), 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~~the PALS ~~RO~~Agreement.

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 or request a quantity of Gas at mutually agreeable ~~Point~~point(s) on Transporter's System, to be parked or loaned by Transporter for a specified ~~period defined~~term, under one of the PALS service options set forth below ~~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~~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~~points of receipt and ~~Delivery~~delivery on Transporter's System are available on a non-discriminatory basis for service under this Rate Schedule PALS. Unless an alternative ~~Point~~point is agreed upon by Transporter and Shipper, the same ~~Point~~point must be utilized to initiate and to complete a specific park or loan transaction. If an alternative ~~Point~~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~~point(s) for a park or loan shall be set forth in the applicable PALS ~~RO~~Agreement.

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~~point(s); Transporter's holding of such parked quantity of Gas for Shipper's account during the term 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~~point(s);

B. Loan Service, which shall consist of Transporter lending a specified quantity of Gas~~, requested by Shipper and approved by Transporter, from~~ from the designated ~~Delivery Point~~point(s) set forth in Shipper's PALS ~~RO~~Agreement 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~~point(s).

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.

2.7 Park and Loan Service Options.

A. Standing Request Order (SRO).

The SRO service option is a PALS service that Transporter may offer based on terms and specific hub pools identified on Transporter's Interactive Website related to the SRO program. The SRO service option allows a Shipper to balance daily receipts and deliveries by nominating parks or loans at the specified locations, when operationally available under the PALS SRO program. To use this SRO service, Transporter and Shipper must execute an effective PALS Agreement.

While a Shipper may have multiple SRO parking and SRO loaning contracts at the same hub pool, Transporter may set forth on Transporter's Interactive Website a total Maximum Aggregate Quantity ("MAQ") for all SRO parking and SRO loaning contracts at each hub pool. When operationally available, Shippers may nominate an SRO park, loan, park payback or loan payback up to the MAQ. Any daily nominated quantity or cumulative balance exceeding the MAQ will incur authorized overrun charges. In the event Transporter posts operating restrictions to SROs, outstanding balances on the restricted activity on affected SRO contracts will not be subject to balance charges for the period Transporter was unable to accept loan payback or park payback. Shippers are not required to submit nominations for Transporter to waive balance charges during a limitation period. Balance charges will resume for the first Gas Day Transporter lifts the posted restrictions.

Balances which occur on SRO parking and SRO loaning contracts within a hub pool do not offset each other. Each balance must be reduced or eliminated with SRO payback nominations for the specific contract. All payback nominations will need to be approved by Transporter.

B. Shipper Requested Parking/Lending (ROP/ROL).

Shipper Requested Parking/Lending (ROP/ROL) is a service option that Transporter may offer Shippers that allows Shippers to request parking and/or lending service from Transporter for a mutually agreed upon term, quantity, location and rate. If Transporter accepts a Shipper's request for ROP/ROL service, Shipper and Transporter shall execute an effective PALS Agreement.

C. Transporter Offered Parking/Lending (OPL).

Transporter Offered Parking/Lending (OPL) is a service option that allows Transporter to offer parking and/or lending service to potential Shippers for a specified term, quantity, location, and rate, through postings on Transporter's Interactive Website. If Transporter offers the OPL service option, Transporter will post all OPL offers on its Interactive Web Site, detailing the specific terms and conditions of each OPL offer. Transporter's OPL offer shall be awarded in accordance with the terms and allocation procedures specified in the notice of the OPL offering.

Transporter and Shipper shall execute an effective PALS Agreement(s) for the winning bid(s).

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~~point(s) under the applicable PALS ~~RO. Nominations~~Agreement. Transporter and Shipper may agree in the PALS Agreement to a schedule for the initial park or loan period and the subsequent park withdrawal or loan payback period (the "Schedule"). Where Transporter and Shipper have agreed to a Schedule, the nominations for any Day or for any Nomination cycle must be consistent with the ~~PALS RO. It~~Schedule, and 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~~Schedule. Nominations shall be subject to confirmation and scheduling in accordance with the General Terms and Conditions of this Tariff. 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. Service under Rate Schedule PALS is provided on an interruptible basis.
Notwithstanding Section 3.4 of the General Terms and Conditions of this Tariff, for purposes of curtailment under this Rate Schedule PALS, the PALS service options will be curtailed based upon revenue commitment, with the highest revenue commitment receiving a higher priority than those quantities with a lower revenue commitment for the day of curtailment. The OPL service shall be deemed to have a higher revenue commitment than the ROP/ROL or SRO service options. Service under the ROP/ROL or SRO service options that has the same revenue commitment, as calculated by rate multiplied by quantity for the applicable day, will be curtailed in accordance with General Terms and Conditions Section 3.4. Ties will be confirmed and scheduled on a pro rata basis in accordance with General Terms and Conditions Section 3.4. Existing quantities of gas parked or loaned by Transporter cannot be bumped by new requests for parking and/or lending service.

3.2 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.~~cannot be confirmed by Transporter, whether pursuant to the Schedule or otherwise, then for such period of time that Transporter notifies Shipper (pursuant to Section 5) that nominations cannot be confirmed (the "Limitation Period"), the associated Park/Loan Balance Charge (Section 6.1(A)(ii)) and/or Overrun Service Charges (Section 6.2(A)) will not be assessed. Any applicable Balance Charge or the Overrun Service Charge will resume on the first Gas Day following the conclusion of the Limitation Period, and no nomination is required during the Limitation Period to avoid the charges as described herein.

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, pursuant to Section 5, to Shipper. In that event, Shipper must comply with the directive(s) contained in Transporter's notification within the time specified. If Shipper fails to comply with the requirements set out in a notification, 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~~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 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~~2, 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~~discounted or negotiated rate 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 PALS 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~~Agreement 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, 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~~eneryl~~p.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~~"Max Quantity"), the Maximum Daily Quantity (~~MDQ) to be parked or loaned under any and all outstanding PALS RO Agreements~~"Max Daily Quantity"), the Minimum Aggregate Quantity ("Min Quantity"), and the Minimum Daily Quantity ("Min Daily Quantity") to be parked or loaned.

(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~~satisfaction of Transporter's credit requirements set forth in 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~~(6) POINTS

The PALS Agreement shall specify the point(s) at which Gas is to be parked or loaned.

(7) SHIPPER CONTACT PERSONNEL

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

(~~6~~8) RATE

The PALS ~~RO~~Agreement 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, or Negotiated Rates.

(~~7~~9) SHIPPER ASSURANCES

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

~~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.~~

5. NOTICE

Notification by Transporter shall be provided by either telephone, facsimile, 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. In the event that Transporter notifies a PALS Shipper under Section 7 or Section 3 of this PALS Rate Schedule and such notice requires the parked Balance to be removed or the loaned Balance to be returned, up to the full MAQ, the notice shall specify 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. To the extent Shipper fails to comply with such notice, the PALS Agreement shall terminate and the provisions of Section 8.4 hereof shall apply.

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~~Agreement for each Day of the Month (subject to Section 3.2); 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~~withdrawal) 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, unless otherwise mutually agreed to by the parties through a Negotiated Rate.

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. Transporter, in its sole discretion, may decide to institute a generally applicable discount for SRO PALS at specific hub pools on its system for specific quantities and/or dates (a "SRO PALS Discount"); provided, however, that any such SRO PALS Discount shall be no lower than the applicable minimum rate and no higher than the applicable maximum rate set forth in Transporter's FERC Gas Tariff. To the extent Transporter elects to institute any such SRO PALS Discount, Transporter shall post the SRO PALS Discount on Transporter's Interactive Website to become effective 24 hours from the posting and shall become applicable to any SRO PALS shipper utilizing those specific hub pools under a PALS Agreement. Transporter may elect to change the amount of or terminate altogether any such SRO PALS Discount at any time upon 24 hours' notice via a posting to Transporter's Interactive Website.~~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~~Agreement 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~~charges under Subsection 6.1A of this Rate Schedule is specified in the PALS ~~RO~~Agreement. 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~~Agreement.

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~~Max Quantity or Max Daily Quantity in the PALS Agreement, or if Shipper fails to comply with any quantity, *e.g.*, Min Quantity or Min Daily Quantity, or timing parameter in a PALS ~~RO (unless the failure results from Transporter not confirming a Nomination properly submitted~~Agreement (subject to Section 3.2). 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~~Agreement point, as applicable:

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

Pipeline Segment	East of:	West or South of & Including:	Index
700-750 600-650 100-120		Wamsutter	CIG, Rocky Mountains
130-~~160~~170	Wamsutter	Cheyenne	Cheyenne Hub
200-290	Cheyenne	PEPL-Audrain County, MO	Northern Natural Demarc
300-320	PEPL	IL / IN Border	Chicago Citygates
330-~~390~~400	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, subject to any contrary provision of the PALS Agreement, 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 discounted rate (subject to any restrictions as to maximum or minimum rates set out in this Tariff~~,~~ and 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 & TERM

~~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~~7.1 The quantities may include the flexibility to do either a park or a loan within specified volume and time limits. The ~~schedule~~PALS Agreement may provide for flexibility in ~~total~~aggregate 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 withdrawal or loan payback (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~~Agreement, the ~~MDQ RO~~Max Daily Quantity 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~~Max Quantity 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~~Agreement. ~~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.~~

7.2 If a Shipper fails to comply with the Schedule (unless such failure is due to Transporter not confirming a Nomination properly submitted, which will be evaluated on a daily basis), Transporter shall notify Shipper, pursuant to Section 5, and the PALS Agreement shall be subject to termination in accordance with the terms of such notice.

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~~Section 5 hereof.

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~~Agreement, then if the remaining balance is 50 Dth or less, such parked Balance may be immediately cashed out for Shipper by Transporter purchasing such balance at 100% of 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 Agreement, without requiring Transporter to notify the shipper in advance of such cashout. Otherwise, for balances of 50 Dths or less left at the end of the term, Transporter and Shipper may mutually agree to not cash out those balances and instead resolve the remaining balance pursuant to Section 5. In the event that Shipper still has Gas parked at the end of the term of the PALS Agreement, and the remaining balance is greater than 50 Dth, Shipper and Transporter may mutually agree to cashout such parked balance at

50% of the lowest MIP referenced in the first sentence of this subsection A in effect during the term of the applicable PALS Agreement. If Shipper and Transporter do not agree to immediate cashout, then Transporter will follow the steps in Sections 3 and 5, above. If Shipper fails to eliminate the remaining non-redelivered parked balance within the timeframe specified in the notice in Section 5 above, the Shipper must cashout such parked Balance at 50% of the lowest MIP referenced in the first sentence of this subsection A in effect during the term of the applicable PALS Agreement, without requiring Transporter to notify the shipper in advance of such cashout.~~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 at under 100% the MIP 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 or notice period, as applicable, and (1) the removal by Shipper of the remaining balance~~, (2) the forfeiture of Gas to Transporter; or~~ (2~~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 A~~a~~greement.

B. Conversely, if the Shipper has not redelivered Gas which was loaned by Transporter by the end of the term of the PALS ~~RO~~Agreement, then if the remaining balance is 50 Dth or less, such loan Balance may be immediately cashed out for Shipper by Shipper purchasing such balance at 100% of the highest 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 Agreement without requiring Transporter to notify the shipper in advance of such cashout. Otherwise, for balances of 50 Dths or less left at the end of the term, Transporter and Shipper may mutually agree to not cash out those balances and instead resolve the remaining balance pursuant to Section 5. If the Shipper has not redelivered Gas which was loaned by Transporter by the end of the term of the PALS Agreement and the remaining balance is greater than 50 Dth, Shipper and Transporter may mutually agree to cashout the unreturned balance at 150% of the highest MIP referenced in the first sentence of this subsection B in effect during the term of the applicable PALS Agreement. If Shipper and Transporter do not agree to immediate cashout, then Transporter will follow the steps in Sections 3 and 5, above. If Shipper fails to eliminate the remaining balance ~~or~~ within the timeframe specified in the notice in Section~~s 3 and 8.3~~ 5 above, the Shipper must purchase the unreturned Balance at 150% of the

highest MIP referenced in the first sentence of this subsection B in effect during the term of the applicable PALS Agreement, without requiring Transporter to notify the shipper in advance of such cashout~~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~~.~~3 will be implemented by Transporter on a non-discriminatory basis. In each instance when an amount is collected pursuant to Section 8.4~~.~~3(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~~4 A. In circumstances where Shipper is unable to eliminate its PALS ~~RO~~Agreement Balance because Transporter is unable to accept the PALS ~~RO~~Agreement 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~~not incur any charge under Section 8.3 as to that portion of the Balance resulting from Transporter's inability to accept the PALS ~~RO~~Agreement 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~~Agreement. 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~~3.

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.

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.~~PARK AND LOAN QUANTITY AND LOCATION:

~~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 and Loan Service Option (Check One)

☐ Standing Request Order (SRO)

☐ Shipper Requested Parking (ROP)

☐ Shipper Requested Lending (ROL)

☐ Transporter Offered Parking/Lending (OPL)

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

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

Maximum Aggregate Quantity: _____ (Dth)

Minimum Aggregate Quantity: _____ (Dth)

Schedule:

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

6. RATES:

Park~~/Loan Balance Rate: Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing~~ or Loan Payback = quantities which Transporter RECEIVES from Shipper.

~~Completion Rate: Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing.~~Loan or Park Payback = quantities which Transporter DELIVERS to Shipper.

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

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@tallgrassenergylp.com~~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: _____

~~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 Payback**~~		☐ ~~**Loan or**~~ ☐ ~~**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~~	

~~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:~~ _____